



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE: Sep 20 2016 10:15AM - Regular School Board Meeting

Special Order Request
 Yes No

ITEM No.:
II-1.

AGENDA ITEM: OPEN ITEMS

Time

CATEGORY: II. OFFICE OF THE SUPERINTENDENT

DEPARTMENT: Office of Chief of Staff

Open Agenda
 Yes No

TITLE:
School Resource Officer (SRO) Program Agreements - BSO - (2016-2017)

REQUESTED ACTION:
Approve the SRO Agreements with the Broward Sheriff's Office for Deputies to serve as School Resource Officers as listed in the Executive Summary.

SUMMARY EXPLANATION AND BACKGROUND:
See attached Executive Summary. These Agreements have been approved as to legal form and legal content by the Office of the General Counsel. These Agreements will be executed after School Board Approval.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction Goal 2: Continuous Improvement Goal 3: Effective Communication

FINANCIAL IMPACT:
The financial impact of the SRO Program is \$1,554,067.20. The source of funds is the Broward District Special Investigative Unit budget for the 2016-2017 school year.

EXHIBITS: (List)
(1) BSO Executive Summary (2) BSO Cooper City 16-17 Agreement (3) BSO Dania Beach 16-17 Agreement (4) BSO Deerfield Beach 16-17 Agreement (5) BSO Lauderdale Lakes 16 17 Agreement (6) BSO North Lauderdale 16-17 Agreement (7) BSO Oakland Park 16-17 Agreement (8) BSO Parkland 16-17 Agreement (9) BSO Pompano Beach 16-17 Agreement (10) BSO Tamarac 16-17 Agreement (11) BSO Weston 16-17 Agreement

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:
Name: Jeffrey S. Moquin Phone: 754 321-2650
Name: Craig Kowalski Phone: 754 321-0735

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title
Jeffrey S. Moquin - Chief of Staff

Approved In Open Board Meeting On: SEP 20 2016

Signature
Jeffrey S. Moquin
9/19/2016, 11:55:51 AM

By: *[Signature]*
School Board Chair

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT
ROBERT W. RUNCIE
SUPERINTENDENT OF SCHOOLS

September 20, 2016

TO: School Board Members

FROM: Jeffrey S. Moquin
Chief of Staff



VIA: Robert W. Runcie
Superintendent of Schools



SUBJECT: REVISION TO II-1, School Resource Officer (SRO) Program Agreements BSO - (2016 - 2017)

Attached is a revision to II-1, School Resource Officer (SRO) Program Agreements BSO - (2016 - 2017) for the September 20, 2016 Regular School Board meeting.

Specifically, the item has been revised to reflect the Agreements have now been executed by the Broward Sherriff's Office.

RWR/JSM:CK:tpo
Attachments

Regular School Board Meeting September 20, 2016
II-1 School Resource Officer (SRO) Program Agreements – BSO – (2016-2017)

The School Resource Officer (SRO) Program is a joint venture between The School Board of Broward County, Florida and fourteen law enforcement agencies in Broward County. The SRO Program serves to enhance the relationship between law enforcement and the students of Broward County Public Schools by assigning police officers and Sheriff Deputies to serve as resource officers at schools. The School Resource Officers perform multiple duties within a school including, without limitation to:

- a) the performance of law enforcement functions within the school setting;
- b) the identification and prevention of juvenile delinquency (including substance abuse) through counseling and referral services;
- c) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law;
- d) the development of positive student concepts of the law enforcement community and promotion of positive interaction and enhanced relations between students and law enforcement officers;
- e) the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting;
- f) the presentation of educational programs concerning crime prevention and the rights, obligations and responsibilities of students as citizens; and
- g) the provision of assistance to SBBC in protecting and securing the school plant and its occupants.

On June 9, 2015, the School Board approved agenda item II-1 School Resource Officer (SRO) Program Agreements – BSO – (2015-2016) with the Broward Sheriff's Office (BSO) to provide SROs on behalf of ten (10) municipalities. The ten (10) Agreements provided for forty (40) SROs to provide service in thirty-one (31) elementary, twelve (12) middle, eight (8) high schools, and three (3) centers. The current Agreements expire on September 30, 2016. The financial impact of these ten (10) Agreements totals \$1,850,080 for the term of the Agreements.

In June 2016, staff initiated the process to renew these ten (10) Agreements with the BSO. It was staff's intent to renew the Agreements with same terms and conditions as the expiring Agreements. Subsequently, it was determined to amend the term of the SRO Agreements to align to the school year. This decision was predicated on the release of the internal audit report on the District's SRO Program and ongoing discussions with the Office of the Chief Auditor and Office of the General Counsel. Ultimately, it is believed realigning the term of the Agreements to correspond to the school year will simplify

invoicing, avoid the possibility for prepayment of services, and improve the ability to audit the payment of invoices in accordance to the terms of the Agreement because the term will no longer extend beyond the District’s fiscal year.

To facilitate the realignment of the term, the renewal Agreements shall commence on October 1, 2016 and conclude on the last day of school (June 9, 2017). The renewal Agreements will also provide for only eight (8) payments. These eight (8) payments, coupled with the two (2) remaining payments under the current Agreements will provide for the full ten (10) payments for the 2016-2017 school year.

At the September 13, 2016 Budget Hearing, the School Board approved an additional eleven (11) SROs in conjunction with the adopted budget for the 2016-2017 school year. Two (2) of these additional SROs are associated with the BSO – Weston SRO Agreement, bringing the total number of SROs associated with the ten (10) BSO SRO Agreements to forty-two (42).

The SRO renewal Agreements being presented for approval to the Board on September 20, 2016 represent the following ten (10) municipalities, forty-two (42) SROs, and fifty-four (54) schools and centers:

<u>AGENCY</u>	<u>NO. OF SROs</u>	<u>SCHOOLS</u>
<u>Broward County Sheriff’s Office</u> <u>(Unincorporated & Seven Districts)</u>		
<u>District 16 – Cooper City</u>	<u>3</u>	<u>Elementary:</u> Cooper City, Embassy Creek, Griffin
	<u>1</u>	<u>Middle:</u> Pioneer
	<u>1</u>	<u>High:</u> Cooper City
<u>District 2 – Dania Beach</u>	<u>1</u>	<u>Elementary:</u> Collins, Dania Beach
	<u>1</u>	<u>Middle:</u> Olsen
<u>District 10 – Deerfield Beach</u>	<u>3</u>	<u>Elementary:</u> Deerfield Beach, Deerfield Park, Park Ridge, Quiet Waters, Tedder
	<u>1</u>	<u>Middle:</u> Deerfield Beach
	<u>1</u>	<u>High:</u> Deerfield Beach
<u>District 4 – Lauderdale Lakes</u>	<u>1</u>	<u>Elementary:</u> Meadowbrook
	<u>1</u>	<u>Middle:</u> Lauderdale Lakes
	<u>1</u>	<u>High:</u> Boyd Anderson
	<u>1</u>	<u>Center:</u> Pine Ridge

<u>District 15 – North Lauderdale</u>	<u>1</u>	<u>Middle:</u> Silver Lakes
<u>District 12 – Oakland Park</u>	<u>1</u>	<u>Middle:</u> Rickards
	<u>1</u>	<u>High:</u> Northeast
<u>District 17 – Parkland</u>	<u>3</u>	<u>Elementary:</u> Heron Heights, Park Trails, Riverglades
	<u>1</u>	<u>Middle:</u> Westglades
	<u>1</u>	<u>High:</u> Marjory Stoneman Douglas
<u>District 11 – Pompano Beach</u>	<u>3</u>	<u>Elementary:</u> Cresthaven, Cypress, Charles Drew, Markham, McNab, Norcrest, Palmview, Pompano Beach, Sanders Park
	<u>2</u>	<u>Middle:</u> Crystal Lake, Pompano Beach
	<u>2</u>	<u>High:</u> Blanche Ely, Pompano Beach
	<u>2</u>	<u>Center:</u> Cross Creek, Cypress Education Center
<u>District 7 - Tamarac</u>	<u>1</u>	<u>Elementary:</u> Challenger, Tamarac
	<u>1</u>	<u>Middle:</u> Millennium
<u>District 8 - Weston</u>	<u>3</u>	<u>Elementary:</u> Country Isles, Eagle Point, Everglades, Gator Run, Indian Trace, Manatee Bay
	<u>2</u>	<u>Middle:</u> Falcon Cove, Tequesta Trace
	<u>2</u>	<u>High:</u> Cypress Bay

The financial impact associated with these ten (10) Agreements is \$1,554,067.20. Again, the financial impact associated with the renewal Agreements is lower than last year’s BSO SRO Agreements because they provide for eight (8) installments and a shorter term to facilitate the realignment of the contract term to the District’s school year.

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into as of this ~~20th~~ day of ~~September~~, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SHERIFF OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SHERIFF"),
whose principal place of business is
2601 West Broward Boulevard
Fort Lauderdale, Florida 33311

WHEREAS, SBBC has established a School Resource Officer Program (hereafter referred to as "SRO Program") pursuant to applicable law; and

WHEREAS, SBBC desires that the SHERIFF provide law enforcement officers to serve as School Resource Officers (hereafter referred to as "SROs") in several public schools located within Broward County, Florida and the SHERIFF is willing to assign law enforcement officers to serve as SROs under the SRO Program; and

WHEREAS, the SHERIFF and SBBC agree that the SRO Program is a great benefit to the school administration, the student body, and the community as a whole and desire to enter into this School Resource Officer Agreement (hereafter referred to as "Agreement") to accomplish the purposes expressed herein; and

WHEREAS, the SHERIFF and SBBC understand and agree that the SRO Program is established for the purposes set forth under applicable Florida law including assisting in the prevention of juvenile delinquency through the provision of programs specifically developed to respond to the factors and conditions that give rise to delinquency.

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 – SPECIAL 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 October 1, 2016 and conclude on June 9, 2017.

2.02 **Participating District Schools.** SHERIFF shall assign three (3) law Deputies to serve as SROs at the three (3) elementary schools operated by SBBC that are listed on the attached **Exhibit “A”** and two (2) Deputies to serve as SROs at the two (2) secondary schools operated by SBBC that are listed on the attached **Exhibit “A”** (hereafter collectively referred to as “Participating Schools”).

2.03 **Assignment of SROs.** The SHERIFF shall promptly notify the principal of the Participating School of the names of those law enforcement officers assigned to provide SRO services at the school. The SHERIFF may change the law enforcement officers assigned to participate as SROs at any time during the term of this Agreement. Unless precluded by law enforcement requirements or emergency circumstances, the SHERIFF shall at all times maintain SROs on duty during those regular school hours in which students are required to be in attendance the number of SROs specified in Section 2.02. However, at the discretion of the SHERIFF, any SRO may be assigned to patrol the neighborhoods surrounding their assigned school to address school security, truancy and juvenile delinquency issues. Each SRO assigned to one or more of the Participating School(s) shall attend any required SRO training programs conducted by SBBC. Whenever possible, the SHERIFF shall assign a replacement law enforcement officer, on a temporary basis, if the SHERIFF approves the absence of an assigned SRO for a period of absence in excess of two (2) days. The SHERIFF shall promptly advise the principal of the Participating School of the name of any replacement SRO assigned to provide services under this Agreement.

2.04 **Applicable Policies and Standards.** The SHERIFF shall ensure that the exercise of law enforcement powers by each assigned SRO shall be in compliance with the authority granted by applicable law. Each law enforcement officer assigned to the SRO Program shall perform his/her duties as an SRO in accordance with the School Resource Officer Standard Operating Procedure Manual and with applicable Florida law and SBBC policies.

2.05 **Duties of SROs.** An SRO shall not function as a school disciplinarian or security officer and shall not intervene in the normal disciplinary actions of the Participating Schools. Each assigned SRO shall act at all times within the scope of authority granted to the SRO by applicable law. Each SRO shall perform duties including, without limitation, the following:

- a) the performance of law enforcement functions within the school setting;
- b) the identification and prevention of juvenile delinquency (including substance abuse) through counseling and referral services);
- c) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law;

- d) the development of positive student concepts of the law enforcement community and promotion of positive interaction and enhanced relations between students and law enforcement officers;
- e) the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting;
- f) the presentation of educational programs concerning crime prevention and the rights, obligations and responsibilities of students as citizens; and
- g) the provision of assistance to SBBC in protecting and securing the school plant and its occupants.

2.06 **Student Instruction.** SBBC shall at all times maintain control over the content of any educational programs and instructional materials provided at the Participating Schools including those provided through the SRO Program. Each SRO will provide instructional activities to the students at his/her assigned school(s) in areas of instruction within the SRO's experience, education and training. Any activities conducted by an SRO as part of the regular instructional program shall be provided upon prior consultation and coordination with the principal of the Participating School.

2.07 **SBBC Contact Persons.** The principal at each Participating School shall be SBBC's on-site contact person for any SROs assigned to that school. In addition, this section confirms that SBBC's Superintendent of Schools has designated the Chief, Special Investigative Unit to serve as SBBC's liaison for the SRO Program.

2.08 **Payment for SRO Program Services.** SBBC shall pay to SHERIFF the sum of One Hundred Eighty Five Thousand and Eight Dollars and 00/100 Cents (\$185,008.00). The SHERIFF shall invoice SBBC for SRO services rendered under this Agreement in eight (8) monthly installments with the first invoice being delivered to SBBC in October 2016, and subsequent invoices shall be delivered to SBBC on a monthly basis, with the final invoice delivered to SBBC in May 2017. Each monthly invoice shall contain reference to the respective installment to which it pertains and the date of this Agreement. Additionally, each monthly invoice shall be in the amount of Twenty-Three Thousand, One Hundred Twenty-Six Dollars and 00/100 Cents (\$23,126.00). However, the SHERIFF shall make appropriate pro rata reductions in the amount invoiced during any month in which emergency circumstances reduced the amount of SRO services provided by the SHERIFF. Upon certification by SBBC's contact person designated in Section 2.07 that the SRO services provided by the SHERIFF were satisfactory, SBBC shall make payment for SRO services within thirty (30) days of its receipt of an invoice from the SHERIFF for such services.

2.09 **Inspection of SHERIFF's Records by SBBC.** SHERIFF shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All SHERIFF's Records relating to the SRO Program, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction,

during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by SHERIFF or any of SHERIFF's payees pursuant to this Agreement. SHERIFF's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. SHERIFF's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) SHERIFF's Records Defined. For the purposes of this Agreement, the term "SHERIFF's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to the SRO services provided under this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to SHERIFF's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to SHERIFF pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide SHERIFF reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to any and all records related to this Agreement, subject to SHERIFF's reasonable security procedures, and shall be provided adequate and appropriate work space at the SHERIFF facility where such records are located in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by SHERIFF to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of SHERIFF's claims for payment by SBBC for services relating specifically to the records not being permitted to be inspected.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by SHERIFF in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by SHERIFF. If the audit discloses billings or charges to which SHERIFF is not contractually entitled, SHERIFF shall pay said sum to SBBC within

twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. SHERIFF shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this Section by insertion of such requirements in any written subcontract. Failure by SHERIFF to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of Payee's costs from amounts payable by SBBC to SHERIFF pursuant to this Agreement for services relating specifically to the records not being permitted by Payee for SBBC's inspection, and such excluded costs shall become the liability of SHERIFF.

(h) Inspector General Audits. SHERIFF shall timely comply and cooperate with any reasonable inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

(i) Exempt Records. Notwithstanding anything to the contrary contained herein, the SHERIFF's Records will not be open to inspection, examination, evaluation, reproduction or audit if prohibited by law.

2.10 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 SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief-Broward District Schools Special Investigative Unit
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard – Suite 355
Sunrise, FL 33351

To Sheriff: Sheriff Scott J. Israel
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, Florida 33311

To District Captain: Captain Robert Cates
Broward Sheriff's Office
10580 Stirling Road
Cooper City, Florida 33026

2.11 **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. 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. 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 Section 768.28, Florida Statutes.

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 Section 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 directly or substantially benefit a third party 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 contract.

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 nor 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. The SHERIFF shall at all times be responsible for all aspects of the employment, control and direction of Officers assigned as SROs under this Agreement. Nothing within this Agreement is intended to create an agency or employment relationship between SBBC and any officer assigned by the SHERIFF to participate in the SRO Program. All compensation, wages, salaries, benefits and other emoluments of employment payable to the SROs shall be the sole responsibility of the SHERIFF. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance 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'S officers, employees, agents, subcontractors or assignees.

3.04 **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.

3.05 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay the SHERIFF for all services rendered through the effective date of termination.

3.06 **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 (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, 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 (30) 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.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. In the event of such termination, SBBC shall pay the SHERIFF for all services rendered through the effective date of termination and the SHERIFF will not be obligated to provide services after the effective date of termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be promptly refunded to SBBC.

3.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. The SHERIFF shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, the SHERIFF shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The SHERIFF shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if the SHERIFF does not transfer the public records to SBBC. Upon completion of the Agreement, the SHERIFF shall transfer, at no cost, to SBBC all public records in possession of the SHERIFF or keep and maintain public records required by SBBC to perform

the services required under the Agreement. If the SHERIFF transfers all public records to SBBC upon completion of the Agreement, the SHERIFF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SHERIFF keeps and maintains public records upon completion of the Agreement, the SHERIFF shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT 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, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.10 Student Records: Notwithstanding any provision to the contrary within this Agreement, the SHERIFF under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, or any other state or federal law or regulation, including Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and its implementing regulations (34 C.F.R. Part 99), regarding the confidentiality of student information and records. All SHERIFF requests for student records made to SBBC shall be in compliance with this provision. The SHERIFF represents, warrants, and agrees that it will: (1) hold the student records in strict confidence and will not use or disclose said Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by SBBC in writing. At the request of the District, the SHERIFF agrees to provide SBBC with a written report of the student records and information disclosed to third parties. A breach of these confidentiality requirements shall constitute grounds for the immediate termination of this Agreement. The SHERIFF agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the SHERIFF, or an officer, employee, agent, representative, contractor, or sub-contractor of the SHERIFF to the extent that the SHERIFF or an officer, employee, agent, representative, contractor, or sub-contractor of the SHERIFF shall negligently violate the provisions of this section or of Sections 1002.22 and 1002.221, 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. 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 Section 768.28, Florida Statutes.

3.11 Compliance with Laws. Each party shall comply with all applicable federal, state, and local laws, SBBC Policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

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

3.13 **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 to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **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.

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

3.16 **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 including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibit "A" attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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 or 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.

3.24 **Survival.** All representations and warranties made herein regarding indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **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 made and executed this Agreement on the date first above written.

FOR SBBC



THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By Rosalind Osgood
Dr. Rosalind Osgood, Chair

Robert W. Runcie
Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School
District of Broward County, Florida, ou=The Office of
the General Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Date: 2016.09.06 11:35:56 -04'00'

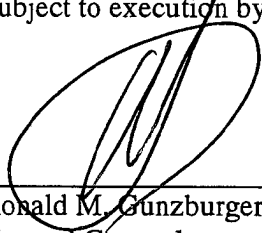
Office of the General Counsel

FOR SHERIFF

SHERIFF OF BROWARD COUNTY, FLORIDA

By Scott J. Israel
Scott J. Israel, Sheriff

Approved as to form and legal sufficiency
Subject to execution by the parties:



Ronald M. Gunzburger
General Counsel
Office of the General Counsel

EXHIBIT "A"
LIST OF PARTICIPATING SCHOOLS

a) Participating Elementary Schools:

Cooper City
Embassy Creek
Griffin

b) Participating Middle Schools:

Pioneer

c) Participating High School:

Cooper City

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into as of this 20th day of September 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SHERIFF OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SHERIFF"),
whose principal place of business is
2601 West Broward Boulevard
Fort Lauderdale, Florida 33311

WHEREAS, SBBC has established a School Resource Officer Program (hereafter referred to as "SRO Program") pursuant to applicable law; and

WHEREAS, SBBC desires that the SHERIFF provide law enforcement officers to serve as School Resource Officers (hereafter referred to as "SROs" or "SRO") in several public schools located within Broward County, Florida and the SHERIFF is willing to assign law enforcement officers to serve as SROs under the SRO Program; and

WHEREAS, the SHERIFF and SBBC agree that the SRO Program is a great benefit to the school administration, the student body, and the community as a whole and desire to enter into this School Resource Officer Agreement (hereafter referred to as "Agreement") to accomplish the purposes expressed herein; and

WHEREAS, the SHERIFF and SBBC understand and agree that the SRO Program is established for the purposes set forth under applicable Florida law including assisting in the prevention of juvenile delinquency through the provision of programs specifically developed to respond to the factors and conditions that give rise to delinquency.

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 – SPECIAL 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 October 1, 2016 and conclude on June 9, 2017.

2.02 **Participating District Schools.** SHERIFF shall assign one (1) Deputy to serve as SRO at two (2) elementary schools operated by SBBC that are listed on the attached **Exhibit “A”** and one (1) Deputy to serve as SRO at one (1) secondary school operated by SBBC that is listed on the attached **Exhibit “A”** (hereafter collectively referred to as “Participating Schools”).

2.03 **Assignment of SROs.** The SHERIFF shall promptly notify the principal of the Participating School of the names of those law enforcement officers assigned to provide SRO services at the school. The SHERIFF may change the law enforcement officers assigned to participate as SROs at any time during the term of this Agreement. Unless precluded by law enforcement requirements or emergency circumstances, the SHERIFF shall at all times maintain SROs on duty during those regular school hours in which students are required to be in attendance the number of SROs specified in Section 2.02. However, at the discretion of the SHERIFF, any SRO may be assigned to patrol the neighborhoods surrounding their assigned school to address school security, truancy and juvenile delinquency issues. Each SRO assigned to one or more of the Participating School(s) shall attend any required SRO training programs conducted by SBBC. Whenever possible, the SHERIFF shall assign a replacement law enforcement officer, on a temporary basis, if the SHERIFF approves the absence of an assigned SRO for a period of absence in excess of two (2) days. The SHERIFF shall promptly advise the principal of the Participating School of the name of any replacement SRO assigned to provide services under this Agreement.

2.04 **Applicable Policies and Standards.** The SHERIFF shall ensure that the exercise of law enforcement powers by each assigned SRO shall be in compliance with the authority granted by applicable law. Each law enforcement officer assigned to the SRO Program shall perform his/her duties as an SRO in accordance with the School Resource Officer Standard Operating Procedure Manual and with applicable Florida law and SBBC policies.

2.05 **Duties of SROs.** An SRO shall not function as a school disciplinarian or security officer and shall not intervene in the normal disciplinary actions of the Participating Schools. Each assigned SRO shall act at all times within the scope of authority granted to the SRO by applicable law. Each SRO shall perform duties including, without limitation, the following:

- a) the performance of law enforcement functions within the school setting;
- b) the identification and prevention of juvenile delinquency (including substance abuse) through counseling and referral services);
- c) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law;

- d) the development of positive student concepts of the law enforcement community and promotion of positive interaction and enhanced relations between students and law enforcement officers;
- e) the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting;
- f) the presentation of educational programs concerning crime prevention and the rights, obligations and responsibilities of students as citizens; and
- g) the provision of assistance to SBBC in protecting and securing the school plant and its occupants.

2.06 **Student Instruction.** SBBC shall at all times maintain control over the content of any educational programs and instructional materials provided at the Participating Schools including those provided through the SRO Program. Each SRO will provide instructional activities to the students at his/her assigned school(s) in areas of instruction within the SRO's experience, education and training. Any activities conducted by an SRO as part of the regular instructional program shall be provided upon prior consultation and coordination with the principal of the Participating School.

2.07 **SBBC Contact Persons.** The principal at each Participating School shall be SBBC's on-site contact person for any SROs assigned to that school. In addition, this section confirms that SBBC's Superintendent of Schools has designated the Chief, Special Investigative Unit to serve as SBBC's liaison for the SRO Program.

2.08 **Payment for SRO Program Services.** SBBC shall pay to SHERIFF the sum of Seventy-Four Thousand and Three Dollars and 20/100 Cents (\$74,003.20). The SHERIFF shall invoice SBBC for SRO services rendered under this Agreement in eight (8) monthly installments with the first invoice being delivered to SBBC in October 2016, and subsequent invoices shall be delivered to SBBC on a monthly basis, with the final invoice delivered to SBBC in May 2017. Each monthly invoice shall contain reference to the respective installment to which it pertains and the date of this Agreement. Additionally, each monthly invoice shall be in the amount of Nine Thousand Two Hundred Fifty Dollars and 40/100 Cents (\$9,250.40). However, the SHERIFF shall make appropriate pro rata reductions in the amount invoiced during any month in which emergency circumstances reduced the amount of SRO services provided by the SHERIFF. Upon certification by SBBC's contact person designated in Section 2.07 that the SRO services provided by the SHERIFF were satisfactory, SBBC shall make payment for SRO services within thirty (30) days of its receipt of an invoice from the SHERIFF for such services.

2.09 **Inspection of SHERIFF's Records by SBBC.** SHERIFF shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All SHERIFF's Records relating to the SRO Program, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC

to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by SHERIFF or any of SHERIFF's payees pursuant to this Agreement. SHERIFF's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. SHERIFF's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) SHERIFF's Records Defined. For the purposes of this Agreement, the term "SHERIFF's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to the SRO services provided under this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to SHERIFF's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to SHERIFF pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide SHERIFF reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to any and all records related to this Agreement, subject to SHERIFF's reasonable security procedures, and shall be provided adequate and appropriate work space at the SHERIFF facility where such records are located in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by SHERIFF to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of SHERIFF's claims for payment by SBBC for services relating specifically to the records not being permitted to be inspected.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by SHERIFF in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by SHERIFF. If the audit discloses billings or charges to which SHERIFF is not contractually entitled, SHERIFF shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. SHERIFF shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this Section by insertion of such requirements in any written subcontract. Failure by SHERIFF to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of Payee's costs from amounts payable by SBBC to SHERIFF pursuant to this Agreement for services relating specifically to the records not being permitted by Payee for SBBC's inspection, and such excluded costs shall become the liability of SHERIFF.

(h) Inspector General Audits. SHERIFF shall timely comply and cooperate with any reasonable inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

(i) Exempt Records. Notwithstanding anything to the contrary contained herein, the SHERIFF's Records will not be open to inspection, examination, evaluation, reproduction or audit if prohibited by law.

2.10 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 SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief-Broward District Schools Special Investigative Unit
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard – Suite 355
Sunrise, FL 33351

To Sheriff: Sheriff Scott J. Israel
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, Florida 33311

To District Captain: Captain Daniel Marks
Broward Sheriff's Office
Dania Beach/District 2
4601 Southwest 30th Avenue
Dania Beach, Florida 33312

2.11 Indemnification. Each party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. 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. 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 Section 768.28, Florida Statutes.

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 Section 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 directly or substantially benefit a third party 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 contract.

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 nor 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. The SHERIFF shall at all times be responsible for all aspects of the employment, control and direction of Officers assigned as SROs under this Agreement. Nothing within this Agreement is intended to create an agency or employment relationship between SBBC and any officer assigned by the SHERIFF to participate in the SRO Program. All compensation, wages, salaries, benefits and other emoluments of employment payable to the SROs shall be the sole responsibility of the SHERIFF. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance 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'S officers, employees, agents, subcontractors or assignees.

3.04 **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.

3.05 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay the SHERIFF for all services rendered through the effective date of termination.

3.06 **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 (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, 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 (30) 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.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. In the event of such termination, SBBC shall pay the SHERIFF for all services rendered through the effective date of termination and the SHERIFF will not be obligated to provide services after the effective date of termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be promptly refunded to SBBC.

3.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. The SHERIFF shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, the SHERIFF shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The SHERIFF shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if the SHERIFF does not transfer the public records to SBBC. Upon completion of the Agreement, the SHERIFF shall transfer, at no cost, to SBBC all public records in possession of the SHERIFF or keep and maintain public records required by SBBC to perform the services required under the Agreement. If the SHERIFF transfers all public records to SBBC upon completion of the Agreement, the SHERIFF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SHERIFF keeps and maintains public records upon completion of the Agreement, the SHERIFF shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT 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, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.10 Student Records: Notwithstanding any provision to the contrary within this Agreement, the CITY under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, or any other state or federal law or regulation, including Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and its implementing regulations (34 C.F.R. Part 99), regarding the confidentiality of student information and records. All SHERIFF requests for student records made to SBBC shall be in compliance with this provision. The SHERIFF represents, warrants, and agrees that it will: (1) hold the student records in strict confidence and will not use or disclose said Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by SBBC in writing. At the request of the District, the SHERIFF agrees to provide SBBC with a written report of the student records and information disclosed to third parties. A breach of these confidentiality requirements shall constitute grounds for the immediate termination of this Agreement. The SHERIFF agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the SHERIFF, or an officer, employee, agent, representative, contractor, or sub-contractor of the SHERIFF to the extent that the SHERIFF or an officer, employee, agent, representative, contractor, or sub-contractor of the SHERIFF shall negligently violate the provisions of this section or of Sections 1002.22 and 1002.221, 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. 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 Section 768.28, Florida Statutes.

3.11 Compliance with Laws. Each party shall comply with all applicable federal, state, and local laws, SBBC Policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 Place of Performance. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **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 to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **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.

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

3.16 **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 including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibit "A" attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

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3.23 **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 or 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.

3.24 **Survival.** All representations and warranties made herein regarding indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **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 made and executed this Agreement on the date first above written.

FOR SBBC

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

By 
Dr. Rosalind Osgood, Chair

ATTEST:


Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:

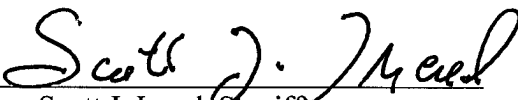


Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School
District of Broward County, Florida, ou=The Office
of the General Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
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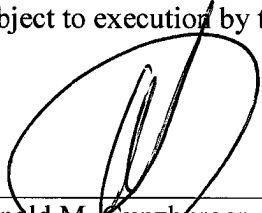
Office of the General Counsel

FOR SHERIFF

SHERIFF OF BROWARD COUNTY, FLORIDA

By 
Scott J. Israel, Sheriff

Approved as to form and legal sufficiency
Subject to execution by the parties:



Ronald M. Gunzburger
General Counsel
Office of the General Counsel

EXHIBIT "A"
LIST OF PARTICIPATING SCHOOLS

a) Participating Elementary Schools:

Collins
Dania

b) Participating Middle School:

Olsen

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into as of this 20th day of September 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SHERIFF OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SHERIFF"),
whose principal place of business is
2601 West Broward Boulevard
Fort Lauderdale, Florida 33311

WHEREAS, SBBC has established a School Resource Officer Program (hereafter referred to as "SRO Program") pursuant to applicable law; and

WHEREAS, SBBC desires that the SHERIFF provide law enforcement officers to serve as School Resource Officers (hereafter referred to as "SROs" or "SRO") in several public schools located within Broward County, Florida and the SHERIFF is willing to assign law enforcement officers to serve as SROs under the SRO Program; and

WHEREAS, the SHERIFF and SBBC agree that the SRO Program is a great benefit to the school administration, the student body, and the community as a whole and desire to enter into this School Resource Officer Agreement (hereafter referred to as "Agreement") to accomplish the purposes expressed herein; and

WHEREAS, the SHERIFF and SBBC understand and agree that the SRO Program is established for the purposes set forth under applicable Florida law including assisting in the prevention of juvenile delinquency through the provision of programs specifically developed to respond to the factors and conditions that give rise to delinquency.

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 – SPECIAL 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 October 1, 2016 and conclude on June 9, 2017.

2.02 **Participating District Schools.** SHERIFF shall assign three (3) Deputies to serve as SROs at the five (5) elementary schools operated by SBBC that are listed on the attached **Exhibit “A”** and two (2) Deputies to serve as SROs at the two (2) secondary schools operated by SBBC that are listed on the attached **Exhibit “A”** (hereafter collectively referred to as “Participating Schools”).

2.03 **Assignment of SROs.** The SHERIFF shall promptly notify the principal of the Participating School of the names of those law enforcement officers assigned to provide SRO services at the school. The SHERIFF may change the law enforcement officers assigned to participate as SROs at any time during the term of this Agreement. Unless precluded by law enforcement requirements or emergency circumstances, the SHERIFF shall at all times maintain SROs on duty during those regular school hours in which students are required to be in attendance the number of SROs specified in Section 2.02. However, at the discretion of the SHERIFF, any SRO may be assigned to patrol the neighborhoods surrounding their assigned school to address school security, truancy and juvenile delinquency issues. Each SRO assigned to one or more of the Participating School(s) shall attend any required SRO training programs conducted by SBBC. Whenever possible, the SHERIFF shall assign a replacement law enforcement officer, on a temporary basis, if the SHERIFF approves the absence of an assigned SRO for a period of absence in excess of two (2) days. The SHERIFF shall promptly advise the principal of the Participating School of the name of any replacement SRO assigned to provide services under this Agreement.

2.04 **Applicable Policies and Standards.** The SHERIFF shall ensure that the exercise of law enforcement powers by each assigned SRO shall be in compliance with the authority granted by applicable law. Each law enforcement officer assigned to the SRO Program shall perform his/her duties as an SRO in accordance with the School Resource Officer Standard Operating Procedure Manual and with applicable Florida law and SBBC policies.

2.05 **Duties of SROs.** An SRO shall not function as a school disciplinarian or security officer and shall not intervene in the normal disciplinary actions of the Participating Schools. Each assigned SRO shall act at all times within the scope of authority granted to the SRO by applicable law. Each SRO shall perform duties including, without limitation, the following:

- a) the performance of law enforcement functions within the school setting;
- b) the identification and prevention of juvenile delinquency (including substance abuse) through counseling and referral services);
- c) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law;

- d) the development of positive student concepts of the law enforcement community and promotion of positive interaction and enhanced relations between students and law enforcement officers;
- e) the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting;
- f) the presentation of educational programs concerning crime prevention and the rights, obligations and responsibilities of students as citizens; and
- g) the provision of assistance to SBBC in protecting and securing the school plant and its occupants.

2.06 **Student Instruction.** SBBC shall at all times maintain control over the content of any educational programs and instructional materials provided at the Participating Schools including those provided through the SRO Program. Each SRO will provide instructional activities to the students at his/her assigned school(s) in areas of instruction within the SRO's experience, education and training. Any activities conducted by an SRO as part of the regular instructional program shall be provided upon prior consultation and coordination with the principal of the Participating School.

2.07 **SBBC Contact Persons.** The principal at each Participating School shall be SBBC's on-site contact person for any SROs assigned to that school. In addition, this section confirms that SBBC's Superintendent of Schools has designated the Chief, Special Investigative Unit to serve as SBBC's liaison for the SRO Program.

2.08 **Payment for SRO Program Services.** SBBC shall pay to SHERIFF the sum of One Hundred Eighty-Five Thousand, Eight Dollars and 00/100 Cents (\$185,008.00). The SHERIFF shall invoice SBBC for SRO services rendered under this Agreement in eight (8) monthly installments with the first invoice being delivered to SBBC in October 2016, and subsequent invoices shall be delivered to SBBC on a monthly basis, with the final invoice delivered to SBBC in May 2017. Each monthly invoice shall contain reference to the respective installment to which it pertains and the date of this Agreement. Additionally, each monthly invoice shall be in the amount of Twenty-Three Thousand, One Hundred Twenty-Six Dollars and 00/100 Cents (\$23,126.00). However, the SHERIFF shall make appropriate pro rata reductions in the amount invoiced during any month in which emergency circumstances reduced the amount of SRO services provided by the SHERIFF. Upon certification by SBBC's contact person designated in Section 2.07 that the SRO services provided by the SHERIFF were satisfactory, SBBC shall make payment for SRO services within thirty (30) days of its receipt of an invoice from the SHERIFF for such services.

2.09 **Inspection of SHERIFF's Records by SBBC.** SHERIFF shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All SHERIFF's Records relating to the SRO Program, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction,

during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by SHERIFF or any of SHERIFF's payees pursuant to this Agreement. SHERIFF's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. SHERIFF's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) SHERIFF's Records Defined. For the purposes of this Agreement, the term "SHERIFF's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to the SRO services provided under this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to SHERIFF's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to SHERIFF pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide SHERIFF reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to any and all records related to this Agreement, subject to SHERIFF's reasonable security procedures, and shall be provided adequate and appropriate work space at the SHERIFF facility where such records are located in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by SHERIFF to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of SHERIFF's claims for payment by SBBC for services relating specifically to the records not being permitted to be inspected.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by SHERIFF in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by SHERIFF. If the audit discloses billings or charges to which SHERIFF is not contractually entitled, SHERIFF shall pay said sum to SBBC within

twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. SHERIFF shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this Section by insertion of such requirements in any written subcontract. Failure by SHERIFF to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of Payee's costs from amounts payable by SBBC to SHERIFF pursuant to this Agreement for services relating specifically to the records not being permitted by Payee for SBBC's inspection, and such excluded costs shall become the liability of SHERIFF.

(h) Inspector General Audits. SHERIFF shall timely comply and cooperate with any reasonable inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

(i) Exempt Records. Notwithstanding anything to the contrary contained herein, the SHERIFF's Records will not be open to inspection, examination, evaluation, reproduction or audit if prohibited by law.

2.10 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 SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief-Broward District Schools Special Investigative Unit
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard – Suite 355
Sunrise, FL 33351

To Sheriff: Sheriff Scott J. Israel
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, Florida 33311

To District Captain: Captain Robert Schnakenberg
Broward Sheriff's Office
Deerfield Beach/District 20
300 Northeast 2nd Street
Deerfield Beach, Florida 33441

2.11 **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. 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. 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 Section 768.28, Florida Statutes.

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 Section 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 directly or substantially benefit a third party 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 contract.

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 nor 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. The SHERIFF shall at all times be responsible for all aspects of the employment, control and direction of Officers assigned as SROs under this Agreement. Nothing within this Agreement is intended to create an agency or employment relationship between SBBC and any officer assigned by the SHERIFF to participate in the SRO Program. All compensation, wages, salaries, benefits and other emoluments of employment payable to the SROs shall be the sole responsibility of the SHERIFF. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance 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'S officers, employees, agents, subcontractors or assignees.

3.04 **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.

3.05 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay the SHERIFF for all services rendered through the effective date of termination.

3.06 **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 (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, 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 (30) 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.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. In the event of such termination, SBBC shall pay the SHERIFF for all services rendered through the effective date of termination and the SHERIFF will not be obligated to provide services after the effective date of termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be promptly refunded to SBBC.

3.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. The SHERIFF shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, the SHERIFF shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The SHERIFF shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if the SHERIFF does not transfer the public records to SBBC. Upon completion of the Agreement, the SHERIFF shall transfer, at no cost, to SBBC all public records in possession of the SHERIFF or keep and maintain public records required by SBBC to perform

the services required under the Agreement. If the SHERIFF transfers all public records to SBBC upon completion of the Agreement, the SHERIFF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SHERIFF keeps and maintains public records upon completion of the Agreement, the SHERIFF shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT 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, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, the CITY under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, or any other state or federal law or regulation, including Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and its implementing regulations (34 C.F.R. Part 99), regarding the confidentiality of student information and records. All SHERIFF requests for student records made to SBBC shall be in compliance with this provision. The SHERIFF represents, warrants, and agrees that it will: (1) hold the student records in strict confidence and will not use or disclose said Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by SBBC in writing. At the request of the District, the SHERIFF agrees to provide SBBC with a written report of the student records and information disclosed to third parties. A breach of these confidentiality requirements shall constitute grounds for the immediate termination of this Agreement. The SHERIFF agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the SHERIFF, or an officer, employee, agent, representative, contractor, or sub-contractor of the SHERIFF to the extent that the SHERIFF or an officer, employee, agent, representative, contractor, or sub-contractor of the SHERIFF shall negligently violate the provisions of this section or of Sections 1002.22 and 1002.221, 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. 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 Section 768.28, Florida Statutes.

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

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

3.13 **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 to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **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.

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

3.16 **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 including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibit "A" attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

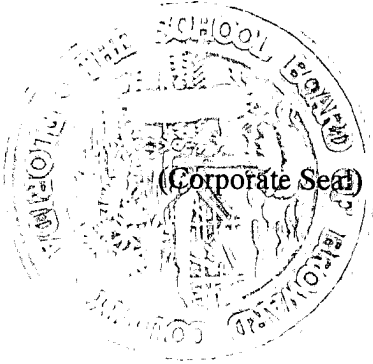
3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such 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.

3.23 **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 or 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.

3.24 **Survival.** All representations and warranties made herein regarding indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.


3.25 **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 made and executed this Agreement on the date first above written.




(Corporate Seal)

ATTEST:


Robert W. Runcie
Superintendent of Schools

FOR SBBC

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Dr. Rosalind Osgood, Chair

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School
District of Broward County, Florida, ou=The Office
of the General Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Date: 2016.09.08 14:06:15 -04'00'

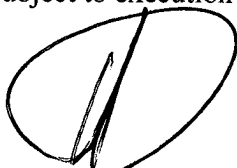
Office of the General Counsel

FOR SHERIFF

SHERIFF OF BROWARD COUNTY, FLORIDA

By Scott J. Israel
Scott J. Israel, Sheriff

Approved as to form and legal sufficiency
Subject to execution by the parties:



Ronald M. Gunzburger
General Counsel
Office of the General Counsel



EXHIBIT "A"
LIST OF PARTICIPATING SCHOOLS

a) Participating Elementary Schools:

Deerfield Beach
Deerfield Park
Park Ridge
Quiet Waters
Tedder

b) Participating Middle School:

Deerfield Beach

c) Participating High School:

Deerfield Beach

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into as of this 20th day of September, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SHERIFF OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SHERIFF"),
whose principal place of business is
2601 West Broward Boulevard
Fort Lauderdale, Florida 33311

WHEREAS, SBBC has established a School Resource Officer Program (hereafter referred to as "SRO Program") pursuant to applicable law; and

WHEREAS, SBBC desires that the SHERIFF provide law enforcement officers to serve as School Resource Officers (hereafter referred to as "SROs" or "SRO") in several public schools located within Broward County, Florida and the SHERIFF is willing to assign law enforcement officers to serve as SROs under the SRO Program; and

WHEREAS, the SHERIFF and SBBC agree that the SRO Program is a great benefit to the school administration, the student body, and the community as a whole and desire to enter into this School Resource Officer Agreement (hereafter referred to as "Agreement") to accomplish the purposes expressed herein; and

WHEREAS, the SHERIFF and SBBC understand and agree that the SRO Program is established for the purposes set forth under applicable Florida law including assisting in the prevention of juvenile delinquency through the provision of programs specifically developed to respond to the factors and conditions that give rise to delinquency.

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 – SPECIAL 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 October 1, 2016 and conclude on June 9, 2017.

2.02 **Participating District Schools.** SHERIFF shall assign one (1) Deputy to serve as SRO at one (1) elementary schools operated by SBBC that is listed on the attached **Exhibit “A”** and two (2) Deputies to serve as SROs at two (2) secondary schools operated by SBBC that are listed on the attached **Exhibit “A”** and one (1) Deputy to serve as SRO at one (1) other school(s) operated by SBBC that is listed on the attached **Exhibiti “A”** (hereafter collectively referred to as “Participating Schools”).

2.03 **Assignment of SROs.** The SHERIFF shall promptly notify the principal of the Participating School of the names of those law enforcement officers assigned to provide SRO services at the school. The SHERIFF may change the law enforcement officers assigned to participate as SROs at any time during the term of this Agreement. Unless precluded by law enforcement requirements or emergency circumstances, the SHERIFF shall at all times maintain SROs on duty during those regular school hours in which students are required to be in attendance the number of SROs specified in Section 2.02. However, at the discretion of the SHERIFF, any SRO may be assigned to patrol the neighborhoods surrounding their assigned school to address school security, truancy and juvenile delinquency issues. Each SRO assigned to one or more of the Participating School(s) shall attend any required SRO training programs conducted by SBBC. Whenever possible, the SHERIFF shall assign a replacement law enforcement officer, on a temporary basis, if the SHERIFF approves the absence of an assigned SRO for a period of absence in excess of two (2) days. The SHERIFF shall promptly advise the principal of the Participating School of the name of any replacement SRO assigned to provide services under this Agreement.

2.04 **Applicable Policies and Standards.** The SHERIFF shall ensure that the exercise of law enforcement powers by each assigned SRO shall be in compliance with the authority granted by applicable law. Each law enforcement officer assigned to the SRO Program shall perform his/her duties as an SRO in accordance with the School Resource Officer Standard Operating Procedure Manual and with applicable Florida law and SBBC policies.

2.05 **Duties of SROs.** An SRO shall not function as a school disciplinarian or security officer and shall not intervene in the normal disciplinary actions of the Participating Schools. Each assigned SRO shall act at all times within the scope of authority granted to the SRO by applicable law. Each SRO shall perform duties including, without limitation, the following:

- a) the performance of law enforcement functions within the school setting;
- b) the identification and prevention of juvenile delinquency (including substance abuse) through counseling and referral services);
- c) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law;

- d) the development of positive student concepts of the law enforcement community and promotion of positive interaction and enhanced relations between students and law enforcement officers;
- e) the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting;
- f) the presentation of educational programs concerning crime prevention and the rights, obligations and responsibilities of students as citizens; and
- g) the provision of assistance to SBBC in protecting and securing the school plant and its occupants.

2.06 **Student Instruction.** SBBC shall at all times maintain control over the content of any educational programs and instructional materials provided at the Participating Schools including those provided through the SRO Program. Each SRO will provide instructional activities to the students at his/her assigned school(s) in areas of instruction within the SRO experience, education and training. Any activities conducted by an SRO as part of the regular instructional program shall be provided upon prior consultation and coordination with the principal of the Participating School.

2.07 **SBBC Contact Persons.** The principal at each Participating School shall be SBBC's on-site contact person for any SROs assigned to that school. In addition, this section confirms that SBBC's Superintendent of Schools has designated the Chief, Special Investigative Unit to serve as SBBC's liaison for the SRO Program.

2.08 **Payment for SRO Program Services.** SBBC shall pay to SHERIFF the sum of One Hundred Forty-Eight Thousand, Six Dollars and 40/100 Cents (\$148,006.40). The SHERIFF shall invoice SBBC for SRO services rendered under this Agreement in eight (8) monthly installments with the first invoice being delivered to SBBC in October 2016, and subsequent invoices shall be delivered to SBBC on a monthly basis, with the final invoice delivered to SBBC in May 2017. Each monthly invoice shall contain reference to the respective installment to which it pertains and the date of this Agreement. Additionally, each monthly invoice shall be in the amount of Eighteen Thousand, Five Hundred Dollars and 80/100 Cents (\$18,500.80). However, the SHERIFF shall make appropriate pro rata reductions in the amount invoiced during any month in which emergency circumstances reduced the amount of SRO services provided by the SHERIFF. Upon certification by SBBC's contact person designated in Section 2.07 that the SRO services provided by the SHERIFF were satisfactory, SBBC shall make payment for SRO services within thirty (30) days of its receipt of an invoice from the SHERIFF for such services.

2.09 **Inspection of SHERIFF's Records by SBBC.** SHERIFF shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All SHERIFF's Records relating to the SRO Program, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction,

during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by SHERIFF or any of SHERIFF's payees pursuant to this Agreement. SHERIFF's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. SHERIFF's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) SHERIFF's Records Defined. For the purposes of this Agreement, the term "SHERIFF's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to the SRO services provided under this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to SHERIFF's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to SHERIFF pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide SHERIFF reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to any and all records related to this Agreement, subject to SHERIFF's reasonable security procedures, and shall be provided adequate and appropriate work space at the SHERIFF facility where such records are located in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by SHERIFF to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of SHERIFF's claims for payment by SBBC for services relating specifically to the records not being permitted to be inspected.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by SHERIFF in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by SHERIFF. If the audit discloses billings or charges to which SHERIFF is not contractually entitled, SHERIFF shall pay said sum to SBBC within

twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. SHERIFF shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this Section by insertion of such requirements in any written subcontract. Failure by SHERIFF to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of Payee's costs from amounts payable by SBBC to SHERIFF pursuant to this Agreement for services relating specifically to the records not being permitted by Payee for SBBC's inspection, and such excluded costs shall become the liability of SHERIFF.

(h) Inspector General Audits. SHERIFF shall timely comply and cooperate with any reasonable inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

(i) Exempt Records. Notwithstanding anything to the contrary contained herein, the SHERIFF's Records will not be open to inspection, examination, evaluation, reproduction or audit if prohibited by law.

2.10 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 SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief-Broward District Schools Special Investigative Unit The School Board of Broward County, Florida 7720 West Oakland Park Boulevard – Suite 355 Sunrise, FL 33351
To Sheriff:	Sheriff Scott J. Israel Broward Sheriff's Office 2601 West Broward Boulevard Fort Lauderdale, Florida 33311
To District Captain:	Captain Andrew Dunbar Broward Sheriff's Office Lauderdale Lakes/District 4 200 Northwest 27 th Avenue Fort Lauderdale, Florida 33311

2.11 **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. 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. 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 Section 768.28, Florida Statutes.

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 Section 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 directly or substantially benefit a third party 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 contract.

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 nor 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. The SHERIFF shall at all times be responsible for all aspects of the employment, control and direction of Officers assigned as SROs under this Agreement. Nothing within this Agreement is intended to create an agency or employment relationship between SBBC and any officer assigned by the SHERIFF to participate in the SRO Program. All compensation, wages, salaries, benefits and other emoluments of employment payable to the SROs shall be the sole responsibility of the SHERIFF. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance 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'S officers, employees, agents, subcontractors or assignees.

3.04 **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.

3.05 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay the SHERIFF for all services rendered through the effective date of termination.

3.06 **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 (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, 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 (30) 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.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. In the event of such termination, SBBC shall pay the SHERIFF for all services rendered through the effective date of termination and the SHERIFF will not be obligated to provide services after the effective date of termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be promptly refunded to SBBC.

3.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. The SHERIFF shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, the SHERIFF shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The SHERIFF shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if the SHERIFF does not transfer the public records to SBBC. Upon completion of the Agreement, the SHERIFF shall transfer, at no cost, to SBBC all public records in possession of the SHERIFF or keep and maintain public records required by SBBC to perform

the services required under the Agreement. If the SHERIFF transfers all public records to SBBC upon completion of the Agreement, the SHERIFF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SHERIFF keeps and maintains public records upon completion of the Agreement, the SHERIFF shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT 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, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.10 Student Records: Notwithstanding any provision to the contrary within this Agreement, the CITY under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, or any other state or federal law or regulation, including Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and its implementing regulations (34 C.F.R. Part 99), regarding the confidentiality of student information and records. All SHERIFF requests for student records made to SBBC shall be in compliance with this provision. The SHERIFF represents, warrants, and agrees that it will: (1) hold the student records in strict confidence and will not use or disclose said Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by SBBC in writing. At the request of the District, the SHERIFF agrees to provide SBBC with a written report of the student records and information disclosed to third parties. A breach of these confidentiality requirements shall constitute grounds for the immediate termination of this Agreement. The SHERIFF agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the SHERIFF, or an officer, employee, agent, representative, contractor, or sub-contractor of the SHERIFF to the extent that the SHERIFF or an officer, employee, agent, representative, contractor, or sub-contractor of the SHERIFF shall negligently violate the provisions of this section or of Sections 1002.22 and 1002.221, 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. 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 Section 768.28, Florida Statutes.

3.11 Compliance with Laws. Each party shall comply with all applicable federal, state, and local laws, SBBC Policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

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

3.13 **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 to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **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.

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

3.16 **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 including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibit "A" attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

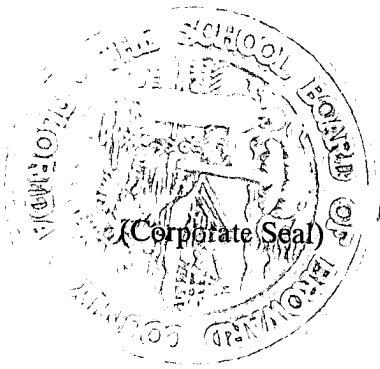
3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such 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.

3.23 **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 or 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.

3.24 **Survival.** All representations and warranties made herein regarding indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

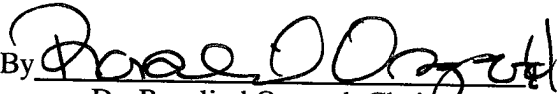
3.25 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.




FOR SBBC


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

By 
Dr. Rosalind Osgood, Chair

ATTEST:


Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:


Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School
District of Broward County, Florida, ou=The Office
of the General Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Date: 2016.09.08 14:13:00 -04'00'

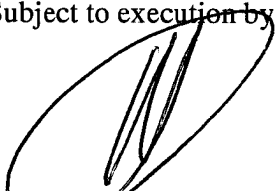
Office of the General Counsel

FOR SHERIFF

SHERIFF OF BROWARD COUNTY, FLORIDA

By Scott J. Israel
Scott J. Israel, Sheriff

Approved as to form and legal sufficiency
Subject to execution by the parties:



Ronald M. Gunzburger
General Counsel
Office of the General Counsel

EXHIBIT "A"
LIST OF PARTICIPATING SCHOOLS

a) Participating Elementary School:

Meadowbrook

b) Participating Middle School:

Lauderdale Lakes

c) Participating High School:

Boyd Anderson

d) Participating Other School:

Pine Ridge Alternative

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into as of this 20th day of September, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SHERIFF OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SHERIFF"),
whose principal place of business is
2601 West Broward Boulevard
Fort Lauderdale, Florida 33311

WHEREAS, SBBC has established a School Resource Officer Program (hereafter referred to as "SRO Program") pursuant to applicable law; and

WHEREAS, SBBC desires that the SHERIFF provide law enforcement officers to serve as School Resource Officers (hereafter referred to as "SROs" or "SRO") in several public schools located within Broward County, Florida and the SHERIFF is willing to assign law enforcement officers to serve as SROs under the SRO Program; and

WHEREAS, the SHERIFF and SBBC agree that the SRO Program is a great benefit to the school administration, the student body, and the community as a whole and desire to enter into this School Resource Officer Agreement (hereafter referred to as "Agreement") to accomplish the purposes expressed herein; and

WHEREAS, the SHERIFF and SBBC understand and agree that the SRO Program is established for the purposes set forth under applicable Florida law including assisting in the prevention of juvenile delinquency through the provision of programs specifically developed to respond to the factors and conditions that give rise to delinquency.

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 – SPECIAL 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 October 1, 2016 and conclude on June 9, 2017.

2.02 **Participating District Schools.** SHERIFF shall assign one (1) Deputy to serve as SRO at one (1) secondary school operated by SBBC that is listed on the attached **Exhibit “A”** (hereafter collectively referred to as “Participating Schools”).

2.03 **Assignment of SROs.** The SHERIFF shall promptly notify the principal of the Participating School of the names of those law enforcement officers assigned to provide SRO services at the school. The SHERIFF may change the law enforcement officers assigned to participate as SROs at any time during the term of this Agreement. Unless precluded by law enforcement requirements or emergency circumstances, the SHERIFF shall at all times maintain SROs on duty during those regular school hours in which students are required to be in attendance the number of SROs specified in Section 2.02. However, at the discretion of the SHERIFF, any SRO may be assigned to patrol the neighborhoods surrounding their assigned school to address school security, truancy and juvenile delinquency issues. Each SRO assigned to one or more of the Participating School(s) shall attend any required SRO training programs conducted by SBBC. Whenever possible, the SHERIFF shall assign a replacement law enforcement officer, on a temporary basis, if the SHERIFF approves the absence of an assigned SRO for a period of absence in excess of two (2) days. The SHERIFF shall promptly advise the principal of the Participating School of the name of any replacement SRO assigned to provide services under this Agreement.

2.04 **Applicable Policies and Standards.** The SHERIFF shall ensure that the exercise of law enforcement powers by each assigned SRO shall be in compliance with the authority granted by applicable law. Each law enforcement officer assigned to the SRO Program shall perform his/her duties as an SRO in accordance with the School Resource Officer Standard Operating Procedure Manual and with applicable Florida law and SBBC policies.

2.05 **Duties of SROs.** An SRO shall not function as a school disciplinarian or security officer and shall not intervene in the normal disciplinary actions of the Participating Schools. Each assigned SRO shall act at all times within the scope of authority granted to the SRO by applicable law. Each SRO shall perform duties including, without limitation, the following:

- a) the performance of law enforcement functions within the school setting;
- b) the identification and prevention of juvenile delinquency (including substance abuse) through counseling and referral services);
- c) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law;

- d) the development of positive student concepts of the law enforcement community and promotion of positive interaction and enhanced relations between students and law enforcement officers;
- e) the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting;
- f) the presentation of educational programs concerning crime prevention and the rights, obligations and responsibilities of students as citizens; and
- g) the provision of assistance to SBBC in protecting and securing the school plant and its occupants.

2.06 **Student Instruction.** SBBC shall at all times maintain control over the content of any educational programs and instructional materials provided at the Participating Schools including those provided through the SRO Program. Each SRO will provide instructional activities to the students at his/her assigned school(s) in areas of instruction within the SRO's experience, education and training. Any activities conducted by an SRO as part of the regular instructional program shall be provided upon prior consultation and coordination with the principal of the Participating School.

2.07 **SBBC Contact Persons.** The principal at each Participating School shall be SBBC's on-site contact person for any SROs assigned to that school. In addition, this section confirms that SBBC's Superintendent of Schools has designated the Chief, Special Investigative Unit to serve as SBBC's liaison for the SRO Program.

2.08 **Payment for SRO Program Services.** SBBC shall pay to SHERIFF the sum of Thirty Seven Thousand, One Dollar and 60/100 Cents (\$37,001.60). The SHERIFF shall invoice SBBC for SRO services rendered under this Agreement in eight (8) monthly installments with the first invoice being delivered to SBBC in October 2016, and subsequent invoices shall be delivered to SBBC on a monthly basis, with the final invoice delivered to SBBC in May 2017. Each monthly invoice shall contain reference to the respective installment to which it pertains and the date of this Agreement. Additionally, each monthly invoice shall be in the amount of Four Thousand, Six Hundred Twenty-Five Dollars and 20/100 Cents (\$4,625.20). However, the SHERIFF shall make appropriate pro rata reductions in the amount invoiced during any month in which emergency circumstances reduced the amount of SRO services provided by the SHERIFF. Upon certification by SBBC's contact person designated in Section 2.07 that the SRO services provided by the SHERIFF were satisfactory, SBBC shall make payment for SRO services within thirty (30) days of its receipt of an invoice from the SHERIFF for such services.

2.09 **Inspection of SHERIFF's Records by SBBC.** SHERIFF shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All SHERIFF's Records relating to the SRO Program, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this

Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by SHERIFF or any of SHERIFF's payees pursuant to this Agreement. SHERIFF's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. SHERIFF's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) SHERIFF's Records Defined. For the purposes of this Agreement, the term "SHERIFF's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to the SRO services provided under this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to SHERIFF's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to SHERIFF pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide SHERIFF reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to any and all records related to this Agreement, subject to SHERIFF's reasonable security procedures, and shall be provided adequate and appropriate work space at the SHERIFF facility where such records are located in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by SHERIFF to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of SHERIFF's claims for payment by SBBC for services relating specifically to the records not being permitted to be inspected.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by SHERIFF in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by SHERIFF. If the audit discloses billings or charges to which SHERIFF is not contractually entitled, SHERIFF shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. SHERIFF shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this Section by insertion of such requirements in any written subcontract. Failure by SHERIFF to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of Payee's costs from amounts payable by SBBC to SHERIFF pursuant to this Agreement for services relating specifically to the records not being permitted by Payee for SBBC's inspection, and such excluded costs shall become the liability of SHERIFF.

(h) Inspector General Audits. SHERIFF shall timely comply and cooperate with any reasonable inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

(i) Exempt Records. Notwithstanding anything to the contrary contained herein, the SHERIFF's Records will not be open to inspection, examination, evaluation, reproduction or audit if prohibited by law.

2.10 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 SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief-Broward District Schools Special Investigative Unit The School Board of Broward County, Florida 7720 West Oakland Park Boulevard – Suite 355 Sunrise, FL 33351
To Sheriff:	Sheriff Scott J. Israel Broward Sheriff's Office 2601 West Broward Boulevard Fort Lauderdale, Florida 33311
To District Captain:	Captain Brian Faer Broward Sheriff's Office North Lauderdale 701 Southwest 71 st Avenue North Lauderdale, Florida 33068

2.11 **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. 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. 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 Section 768.28, Florida Statutes.

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 Section 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 directly or substantially benefit a third party 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 contract.

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 nor 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. The SHERIFF shall at all times be responsible for all aspects of the employment, control and direction of Officers assigned as SROs under this Agreement. Nothing within this Agreement is intended to create an agency or employment relationship between SBBC and any officer assigned by the SHERIFF to participate in the SRO Program. All compensation, wages, salaries, benefits and other emoluments of employment payable to the SROs shall be the sole responsibility of the SHERIFF. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance 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'S officers, employees, agents, subcontractors or assignees.

3.04 **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.

3.05 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay the SHERIFF for all services rendered through the effective date of termination.

3.06 **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 (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, 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 (30) 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.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. In the event of such termination, SBBC shall pay the SHERIFF for all services rendered through the effective date of termination and the SHERIFF will not be obligated to provide services after the effective date of termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be promptly refunded to SBBC.

3.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. The SHERIFF shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, the SHERIFF shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The SHERIFF shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if the SHERIFF does not transfer the public records to SBBC. Upon completion of the Agreement, the SHERIFF shall transfer, at no cost, to SBBC all public records in possession of the SHERIFF or keep and maintain public records required by SBBC to perform

the services required under the Agreement. If the SHERIFF transfers all public records to SBBC upon completion of the Agreement, the SHERIFF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SHERIFF keeps and maintains public records upon completion of the Agreement, the SHERIFF shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT 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, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.10 Student Records: Notwithstanding any provision to the contrary within this Agreement, the CITY under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, or any other state or federal law or regulation, including Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and its implementing regulations (34 C.F.R. Part 99), regarding the confidentiality of student information and records. All SHERIFF requests for student records made to SBBC shall be in compliance with this provision. The SHERIFF represents, warrants, and agrees that it will: (1) hold the student records in strict confidence and will not use or disclose said Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by SBBC in writing. At the request of the District, the SHERIFF agrees to provide SBBC with a written report of the student records and information disclosed to third parties. A breach of these confidentiality requirements shall constitute grounds for the immediate termination of this Agreement. The SHERIFF agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the SHERIFF, or an officer, employee, agent, representative, contractor, or sub-contractor of the SHERIFF to the extent that the SHERIFF or an officer, employee, agent, representative, contractor, or sub-contractor of the SHERIFF shall negligently violate the provisions of this section or of Sections 1002.22 and 1002.221, 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. 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 Section 768.28, Florida Statutes.

3.11 Compliance with Laws. Each party shall comply with all applicable federal, state, and local laws, SBBC Policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

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

3.13 **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 to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **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.

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

3.16 **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 including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibit "A" attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

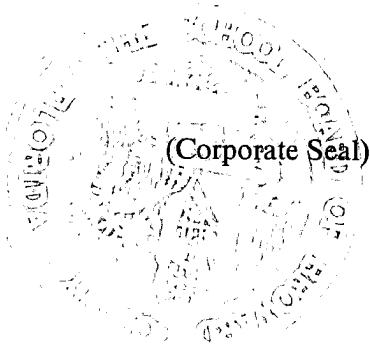
3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, 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.

3.24 **Survival.** All representations and warranties made herein regarding indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **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.

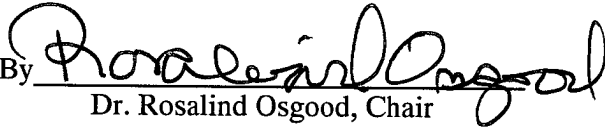
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

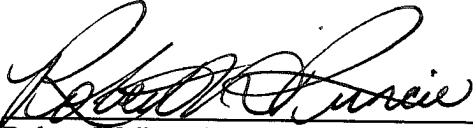


(Corporate Seal)

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

By 
Dr. Rosalind Osgood, Chair

ATTEST:


Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School
District of Broward County, Florida, ou=The
Office of the General Counsel,
email=kathelyn.jacques-
adams@browardschools.com, c=US
Date: 2016.09.08 14:18:08 -04'00'

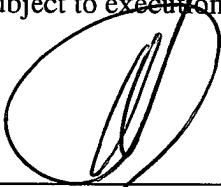
Office of the General Counsel

FOR SHERIFF

SHERIFF OF BROWARD COUNTY, FLORIDA

By Scott J. Israel
Scott J. Israel, Sheriff

Approved as to form and legal sufficiency
Subject to execution by the parties:



Ronald M. Gunzburger
General Counsel
Office of the General Counsel



EXHIBIT "A"
LIST OF PARTICIPATING SCHOOLS

a) Participating Middle School:

Silver Lakes

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into as of this 20th day of September, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SHERIFF OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SHERIFF"),
whose principal place of business is
2601 West Broward Boulevard
Fort Lauderdale, Florida 33311

WHEREAS, SBBC has established a School Resource Officer Program (hereafter referred to as "SRO Program") pursuant to applicable law; and

WHEREAS, SBBC desires that the SHERIFF provide law enforcement officers to serve as School Resource Officers (hereafter referred to as "SROs" or "SRO") in several public schools located within Broward County, Florida and the SHERIFF is willing to assign law enforcement officers to serve as SROs under the SRO Program; and

WHEREAS, the SHERIFF and SBBC agree that the SRO Program is a great benefit to the school administration, the student body, and the community as a whole and desire to enter into this School Resource Officer Agreement (hereafter referred to as "Agreement") to accomplish the purposes expressed herein; and

WHEREAS, the SHERIFF and SBBC understand and agree that the SRO Program is established for the purposes set forth under applicable Florida law including assisting in the prevention of juvenile delinquency through the provision of programs specifically developed to respond to the factors and conditions that give rise to delinquency.

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 – SPECIAL 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 October 1, 2016 and conclude on June 9, 2017.

2.02 **Participating District Schools.** SHERIFF shall assign two (2) Deputies to serve as SROs at two (2) secondary schools operated by SBBC that are listed on the attached **Exhibit “A”** (hereafter collectively referred to as “Participating Schools”).

2.03 **Assignment of SROs.** The SHERIFF shall promptly notify the principal of the Participating School of the names of those law enforcement officers assigned to provide SRO services at the school. The SHERIFF may change the law enforcement officers assigned to participate as SROs at any time during the term of this Agreement. Unless precluded by law enforcement requirements or emergency circumstances, the SHERIFF shall at all times maintain SROs on duty during those regular school hours in which students are required to be in attendance the number of SROs specified in Section 2.02. However, at the discretion of the SHERIFF, any SRO may be assigned to patrol the neighborhoods surrounding their assigned school to address school security, truancy and juvenile delinquency issues. Each SRO assigned to one or more of the Participating School(s) shall attend any required SRO training programs conducted by SBBC. Whenever possible, the SHERIFF shall assign a replacement law enforcement officer, on a temporary basis, if the SHERIFF approves the absence of an assigned SRO for a period of absence in excess of two (2) days. The SHERIFF shall promptly advise the principal of the Participating School of the name of any replacement SRO assigned to provide services under this Agreement.

2.04 **Applicable Policies and Standards.** The SHERIFF shall ensure that the exercise of law enforcement powers by each assigned SRO shall be in compliance with the authority granted by applicable law. Each law enforcement officer assigned to the SRO Program shall perform his/her duties as an SRO in accordance with the School Resource Officer Standard Operating Procedure Manual and with applicable Florida law and SBBC policies.

2.05 **Duties of SROs.** An SRO shall not function as a school disciplinarian or security officer and shall not intervene in the normal disciplinary actions of the Participating Schools. Each assigned SRO shall act at all times within the scope of authority granted to the SRO by applicable law. Each SRO shall perform duties including, without limitation, the following:

- a) the performance of law enforcement functions within the school setting;
- b) the identification and prevention of juvenile delinquency (including substance abuse) through counseling and referral services);
- c) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law;

- d) the development of positive student concepts of the law enforcement community and promotion of positive interaction and enhanced relations between students and law enforcement officers;
- e) the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting;
- f) the presentation of educational programs concerning crime prevention and the rights, obligations and responsibilities of students as citizens; and
- g) the provision of assistance to SBBC in protecting and securing the school plant and its occupants.

2.06 **Student Instruction.** SBBC shall at all times maintain control over the content of any educational programs and instructional materials provided at the Participating Schools including those provided through the SRO Program. Each SRO will provide instructional activities to the students at his/her assigned school(s) in areas of instruction within the SRO's experience, education and training. Any activities conducted by an SRO as part of the regular instructional program shall be provided upon prior consultation and coordination with the principal of the Participating School.

2.07 **SBBC Contact Persons.** The principal at each Participating School shall be SBBC's on-site contact person for any SROs assigned to that school. In addition, this section confirms that SBBC's Superintendent of Schools has designated the Chief, Special Investigative Unit to serve as SBBC's liaison for the SRO Program.

2.08 **Payment for SRO Program Services.** SBBC shall pay to SHERIFF the sum of Seventy-Four Thousand, Three Dollars and 20/100 Cents (\$74,003.20). The SHERIFF shall invoice SBBC for SRO services rendered under this Agreement in eight (8) monthly installments with the first invoice being delivered to SBBC in October 2016, and subsequent invoices shall be delivered to SBBC on a monthly basis, with the final invoice delivered to SBBC in May 2017. Each monthly invoice shall contain reference to the respective installment to which it pertains and the date of this Agreement. Additionally, each monthly invoice shall be in the amount of Nine Thousand, Two Hundred Fifty Dollars and 40/100 Cents (\$9,250.40). However, the SHERIFF shall make appropriate pro rata reductions in the amount invoiced during any month in which emergency circumstances reduced the amount of SRO services provided by the SHERIFF. Upon certification by SBBC's contact person designated in Section 2.07 that the SRO services provided by the SHERIFF were satisfactory, SBBC shall make payment for SRO services within thirty (30) days of its receipt of an invoice from the SHERIFF for such services.

2.09 **Inspection of SHERIFF's Records by SBBC.** SHERIFF shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All SHERIFF's Records relating to the SRO Program, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC

to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by SHERIFF or any of SHERIFF's payees pursuant to this Agreement. SHERIFF's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. SHERIFF's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) SHERIFF's Records Defined. For the purposes of this Agreement, the term "SHERIFF's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to the SRO services provided under this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to SHERIFF's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to SHERIFF pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide SHERIFF reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to any and all records related to this Agreement, subject to SHERIFF's reasonable security procedures, and shall be provided adequate and appropriate work space at the SHERIFF facility where such records are located in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by SHERIFF to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of SHERIFF's claims for payment by SBBC for services relating specifically to the records not being permitted to be inspected.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by SHERIFF in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by SHERIFF. If the audit discloses billings or charges to which SHERIFF is not contractually entitled, SHERIFF shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. SHERIFF shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this Section by insertion of such requirements in any written subcontract. Failure by SHERIFF to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of Payee's costs from amounts payable by SBBC to SHERIFF pursuant to this Agreement for services relating specifically to the records not being permitted by Payee for SBBC's inspection, and such excluded costs shall become the liability of SHERIFF.

(h) Inspector General Audits. SHERIFF shall timely comply and cooperate with any reasonable inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

(i) Exempt Records. Notwithstanding anything to the contrary contained herein, the SHERIFF's Records will not be open to inspection, examination, evaluation, reproduction or audit if prohibited by law.

2.10 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 SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief-Broward District Schools Special Investigative Unit The School Board of Broward County, Florida 7720 West Oakland Park Boulevard – Suite 355 Sunrise, FL 33351
To Sheriff:	Sheriff Scott J. Israel Broward Sheriff's Office 2601 West Broward Boulevard Fort Lauderdale, Florida 33311
To District Captain:	Captain Al Hubrig Broward Sheriff's Office Oakland park/District 12 5399 N. Dixie Highway, Suite 1 Oakland Park, Florida 33334

2.11 **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. 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. 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 Section 768.28, Florida Statutes.

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 Section 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 directly or substantially benefit a third party 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 contract.

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 nor 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. The SHERIFF shall at all times be responsible for all aspects of the employment, control and direction of Officers assigned as SROs under this Agreement. Nothing within this Agreement is intended to create an agency or employment relationship between SBBC and any officer assigned by the SHERIFF to participate in the SRO Program. All compensation, wages, salaries, benefits and other emoluments of employment payable to the SROs shall be the sole responsibility of the SHERIFF. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance 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'S officers, employees, agents, subcontractors or assignees.

3.04 **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.

3.05 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay the SHERIFF for all services rendered through the effective date of termination.

3.06 **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 (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, 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 (30) 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.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. In the event of such termination, SBBC shall pay the SHERIFF for all services rendered through the effective date of termination and the SHERIFF will not be obligated to provide services after the effective date of termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be promptly refunded to SBBC.

3.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. The SHERIFF shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, the SHERIFF shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The SHERIFF shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if the SHERIFF does not transfer the public records to SBBC. Upon completion of the Agreement, the SHERIFF shall transfer, at no cost, to SBBC all public records in possession of the SHERIFF or keep and maintain public records required by SBBC to perform

the services required under the Agreement. If the SHERIFF transfers all public records to SBBC upon completion of the Agreement, the SHERIFF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SHERIFF keeps and maintains public records upon completion of the Agreement, the SHERIFF shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT 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, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, the CITY under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, or any other state or federal law or regulation, including Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and its implementing regulations (34 C.F.R. Part 99), regarding the confidentiality of student information and records. All SHERIFF requests for student records made to SBBC shall be in compliance with this provision. The SHERIFF represents, warrants, and agrees that it will: (1) hold the student records in strict confidence and will not use or disclose said Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by SBBC in writing. At the request of the District, the SHERIFF agrees to provide SBBC with a written report of the student records and information disclosed to third parties. A breach of these confidentiality requirements shall constitute grounds for the immediate termination of this Agreement. The SHERIFF agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the SHERIFF, or an officer, employee, agent, representative, contractor, or sub-contractor of the SHERIFF to the extent that the SHERIFF or an officer, employee, agent, representative, contractor, or sub-contractor of the SHERIFF shall negligently violate the provisions of this section or of Sections 1002.22 and 1002.221, 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. 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 Section 768.28, Florida Statutes.

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

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

3.13 **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 to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **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.

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

3.16 **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 including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibit "A" attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

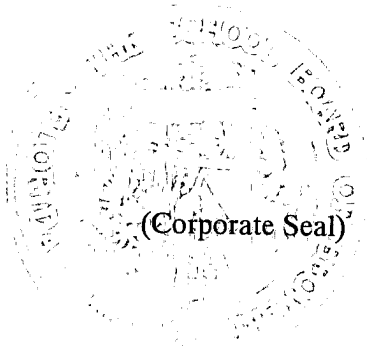
3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such 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.

3.23 **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 or 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.

3.24 **Survival.** All representations and warranties made herein regarding indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **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.

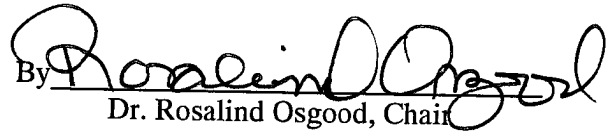
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.




(Corporate Seal)

FOR SBBC

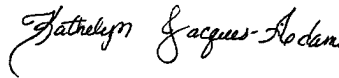
**THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA**

By 
Dr. Rosalind Osgood, Chair

ATTEST:


Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School
District of Broward County, Florida, ou=The Office
of the General Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Date: 2016.09.08 14:25:24 -04'00'

Office of the General Counsel

FOR SHERIFF

SHERIFF OF BROWARD COUNTY, FLORIDA

By Scott J. Israel
Scott J. Israel, Sheriff

Approved as to form and legal sufficiency
Subject to execution by the parties:



Ronald M. Gunzburger
General Counsel
Office of the General Counsel



EXHIBIT "A"
LIST OF PARTICIPATING SCHOOLS

a) Participating Middle School:

Rickards

b) Participating High School:

Northeast

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into as of this 20th day of September, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SHERIFF OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SHERIFF"),
whose principal place of business is
2601 West Broward Boulevard
Fort Lauderdale, Florida 33311

WHEREAS, SBBC has established a School Resource Officer Program (hereafter referred to as "SRO Program") pursuant to applicable law; and

WHEREAS, SBBC desires that the SHERIFF provide law enforcement officers to serve as School Resource Officers (hereafter referred to as "SROs" or "SRO") in several public schools located within Broward County, Florida and the SHERIFF is willing to assign law enforcement officers to serve as SROs under the SRO Program; and

WHEREAS, the SHERIFF and SBBC agree that the SRO Program is a great benefit to the school administration, the student body, and the community as a whole and desire to enter into this School Resource Officer Agreement (hereafter referred to as "Agreement") to accomplish the purposes expressed herein; and

WHEREAS, the SHERIFF and SBBC understand and agree that the SRO Program is established for the purposes set forth under applicable Florida law including assisting in the prevention of juvenile delinquency through the provision of programs specifically developed to respond to the factors and conditions that give rise to delinquency.

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 – SPECIAL 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 October 1, 2016 and conclude on June 9, 2017.

2.02 **Participating District Schools.** SHERIFF shall assign three (3) Deputies to serve as SROs at three (3) elementary schools operated by SBBC that are listed on the attached **Exhibit “A”** and two (2) Deputies to serve as SROs at two (2) secondary schools operated by SBBC that are listed on the attached **Exhibit “A”** (hereafter collectively referred to as “Participating Schools”).

2.03 **Assignment of SROs.** The SHERIFF shall promptly notify the principal of the Participating School of the names of those law enforcement officers assigned to provide SRO services at the school. The SHERIFF may change the law enforcement officers assigned to participate as SROs at any time during the term of this Agreement. Unless precluded by law enforcement requirements or emergency circumstances, the SHERIFF shall at all times maintain SROs on duty during those regular school hours in which students are required to be in attendance the number of SROs specified in Section 2.02. However, at the discretion of the SHERIFF, any SRO may be assigned to patrol the neighborhoods surrounding their assigned school to address school security, truancy and juvenile delinquency issues. Each SRO assigned to one or more of the Participating School(s) shall attend any required SRO training programs conducted by SBBC. Whenever possible, the SHERIFF shall assign a replacement law enforcement officer, on a temporary basis, if the SHERIFF approves the absence of an assigned SRO for a period of absence in excess of two (2) days. The SHERIFF shall promptly advise the principal of the Participating School of the name of any replacement SRO assigned to provide services under this Agreement.

2.04 **Applicable Policies and Standards.** The SHERIFF shall ensure that the exercise of law enforcement powers by each assigned SRO shall be in compliance with the authority granted by applicable law. Each law enforcement officer assigned to the SRO Program shall perform his/her duties as an SRO in accordance with the School Resource Officer Standard Operating Procedure Manual and with applicable Florida law and SBBC policies.

2.05 **Duties of SROs.** An SRO shall not function as a school disciplinarian or security officer and shall not intervene in the normal disciplinary actions of the Participating Schools. Each assigned SRO shall act at all times within the scope of authority granted to the SRO by applicable law. Each SRO shall perform duties including, without limitation, the following:

- a) the performance of law enforcement functions within the school setting;
- b) the identification and prevention of juvenile delinquency (including substance abuse) through counseling and referral services);
- c) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law;

- d) the development of positive student concepts of the law enforcement community and promotion of positive interaction and enhanced relations between students and law enforcement officers;
- e) the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting;
- f) the presentation of educational programs concerning crime prevention and the rights, obligations and responsibilities of students as citizens; and
- g) the provision of assistance to SBBC in protecting and securing the school plant and its occupants.

2.06 **Student Instruction.** SBBC shall at all times maintain control over the content of any educational programs and instructional materials provided at the Participating Schools including those provided through the SRO Program. Each SRO will provide instructional activities to the students at his/her assigned school(s) in areas of instruction within the SRO's experience, education and training. Any activities conducted by an SRO as part of the regular instructional program shall be provided upon prior consultation and coordination with the principal of the Participating School.

2.07 **SBBC Contact Persons.** The principal at each Participating School shall be SBBC's on-site contact person for any SROs assigned to that school. In addition, this section confirms that SBBC's Superintendent of Schools has designated the Chief, Special Investigative Unit to serve as SBBC's liaison for the SRO Program.

2.08 **Payment for SRO Program Services.** SBBC shall pay to SHERIFF the sum of One Hundred Eighty-Five Thousand, Eight Dollars and 00/100 Cents (\$185,008.00). The SHERIFF shall invoice SBBC for SRO services rendered under this Agreement in eight (8) monthly installments with the first invoice being delivered to SBBC in October 2016, and subsequent invoices shall be delivered to SBBC on a monthly basis, with the final invoice delivered to SBBC in May 2017. Each monthly invoice shall contain reference to the respective installment to which it pertains and the date of this Agreement. Additionally, each monthly invoice shall be in the amount of Twenty-Three Thousand, One Hundred Twenty-Six Dollars and 00/100 Cents (\$23,126.00). However, the SHERIFF shall make appropriate pro rata reductions in the amount invoiced during any month in which emergency circumstances reduced the amount of SRO services provided by the SHERIFF. Upon certification by SBBC's contact person designated in Section 2.07 that the SRO services provided by the SHERIFF were satisfactory, SBBC shall make payment for SRO services within thirty (30) days of its receipt of an invoice from the SHERIFF for such services.

2.09 **Inspection of SHERIFF's Records by SBBC.** SHERIFF shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All SHERIFF's Records relating to the SRO Program, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction,

during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by SHERIFF or any of SHERIFF's payees pursuant to this Agreement. SHERIFF's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. SHERIFF's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) SHERIFF's Records Defined. For the purposes of this Agreement, the term "SHERIFF's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to the SRO services provided under this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to SHERIFF's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to SHERIFF pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide SHERIFF reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to any and all records related to this Agreement, subject to SHERIFF's reasonable security procedures, and shall be provided adequate and appropriate work space at the SHERIFF facility where such records are located in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by SHERIFF to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of SHERIFF's claims for payment by SBBC for services relating specifically to the records not being permitted to be inspected.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by SHERIFF in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by SHERIFF. If the audit discloses billings or charges to which SHERIFF is not contractually entitled, SHERIFF shall pay said sum to SBBC within

twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. SHERIFF shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this Section by insertion of such requirements in any written subcontract. Failure by SHERIFF to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of Payee's costs from amounts payable by SBBC to SHERIFF pursuant to this Agreement for services relating specifically to the records not being permitted by Payee for SBBC's inspection, and such excluded costs shall become the liability of SHERIFF.

(h) Inspector General Audits. SHERIFF shall timely comply and cooperate with any reasonable inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

(i) Exempt Records. Notwithstanding anything to the contrary contained herein, the SHERIFF's Records will not be open to inspection, examination, evaluation, reproduction or audit if prohibited by law.

2.10 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 SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief-Broward District Schools Special Investigative Unit The School Board of Broward County, Florida 7720 West Oakland Park Boulevard – Suite 355 Sunrise, FL 33351
To Sheriff:	Sheriff Scott J. Israel Broward Sheriff's Office 2601 West Broward Boulevard Fort Lauderdale, Florida 33311
To District Captain:	Captain Jonathan Greenberg Broward Sheriff's Office Parkland/District 17 6650 University Drive Parkland, Florida 33067

2.11 **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. 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. 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 Section 768.28, Florida Statutes.

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 Section 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 directly or substantially benefit a third party 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 contract.

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 nor 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. The SHERIFF shall at all times be responsible for all aspects of the employment, control and direction of Officers assigned as SROs under this Agreement. Nothing within this Agreement is intended to create an agency or employment relationship between SBBC and any officer assigned by the SHERIFF to participate in the SRO Program. All compensation, wages, salaries, benefits and other emoluments of employment payable to the SROs shall be the sole responsibility of the SHERIFF. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance 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'S officers, employees, agents, subcontractors or assignees.

3.04 **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.

3.05 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay the SHERIFF for all services rendered through the effective date of termination.

3.06 **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 (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, 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 (30) 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.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. In the event of such termination, SBBC shall pay the SHERIFF for all services rendered through the effective date of termination and the SHERIFF will not be obligated to provide services after the effective date of termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be promptly refunded to SBBC.

3.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. The SHERIFF shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, the SHERIFF shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The SHERIFF shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if the SHERIFF does not transfer the public records to SBBC. Upon completion of the Agreement, the SHERIFF shall transfer, at no cost, to SBBC all public records in possession of the SHERIFF or keep and maintain public records required by SBBC to perform

the services required under the Agreement. If the SHERIFF transfers all public records to SBBC upon completion of the Agreement, the SHERIFF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SHERIFF keeps and maintains public records upon completion of the Agreement, the SHERIFF shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT 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, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.10 Student Records: Notwithstanding any provision to the contrary within this Agreement, the CITY under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, or any other state or federal law or regulation, including Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and its implementing regulations (34 C.F.R. Part 99), regarding the confidentiality of student information and records. All SHERIFF requests for student records made to SBBC shall be in compliance with this provision. The SHERIFF represents, warrants, and agrees that it will: (1) hold the student records in strict confidence and will not use or disclose said Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by SBBC in writing. At the request of the District, the SHERIFF agrees to provide SBBC with a written report of the student records and information disclosed to third parties. A breach of these confidentiality requirements shall constitute grounds for the immediate termination of this Agreement. The SHERIFF agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the SHERIFF, or an officer, employee, agent, representative, contractor, or sub-contractor of the SHERIFF to the extent that the SHERIFF or an officer, employee, agent, representative, contractor, or sub-contractor of the SHERIFF shall negligently violate the provisions of this section or of Sections 1002.22 and 1002.221, 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. 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 Section 768.28, Florida Statutes.

3.11 Compliance with Laws. Each party shall comply with all applicable federal, state, and local laws, SBBC Policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

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

3.13 **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 to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **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.

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

3.16 **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 including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibit "A" attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

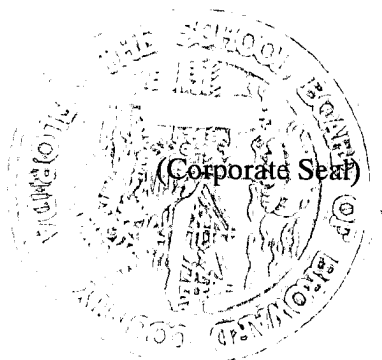
3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, 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.

3.24 **Survival.** All representations and warranties made herein regarding indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **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 made and executed this Agreement on the date first above written.

FOR SBBC



(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By *Rosalind Osgood*
Dr. Rosalind Osgood, Chair

ATTEST:

Robert W. Runcie
Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School
District of Broward County, Florida, ou=The Office
of the General Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Date: 2016.09.08 14:28:28 -04'00'

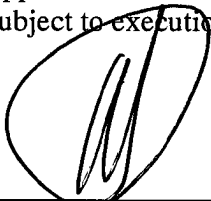
Office of the General Counsel

FOR SHERIFF

SHERIFF OF BROWARD COUNTY, FLORIDA

By Scott J. Israel
Scott J. Israel, Sheriff

Approved as to form and legal sufficiency
Subject to execution by the parties:



Ronald M. Gunzburger
General Counsel
Office of the General Counsel



EXHIBIT "A"
LIST OF PARTICIPATING SCHOOLS

a) Participating Elementary Schools:

Heron Heights
Park Trails
Riverglades

b) Participating Middle School:

Westglades

c) Participating High School:

Marjory Stoneman Douglas

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into as of this 20th day of September, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SHERIFF OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SHERIFF"),
whose principal place of business is
2601 West Broward Boulevard
Fort Lauderdale, Florida 33311

WHEREAS, SBBC has established a School Resource Officer Program (hereafter referred to as "SRO Program") pursuant to applicable law; and

WHEREAS, SBBC desires that the SHERIFF provide law enforcement officers to serve as School Resource Officers (hereafter referred to as "SROs" or "SRO") in several public schools located within Broward County, Florida and the SHERIFF is willing to assign law enforcement officers to serve as SROs under the SRO Program; and

WHEREAS, the SHERIFF and SBBC agree that the SRO Program is a great benefit to the school administration, the student body, and the community as a whole and desire to enter into this School Resource Officer Agreement (hereafter referred to as "Agreement") to accomplish the purposes expressed herein; and

WHEREAS, the SHERIFF and SBBC understand and agree that the SRO Program is established for the purposes set forth under applicable Florida law including assisting in the prevention of juvenile delinquency through the provision of programs specifically developed to respond to the factors and conditions that give rise to delinquency.

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 – SPECIAL 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 October 1, 2016 and conclude on June 9, 2017.

2.02 **Participating District Schools.** SHERIFF shall assign three (3) Deputies to serve as SROs at nine (9) elementary schools operated by SBBC that are listed on the attached **Exhibit “A”** and four (4) Deputies to serve as SROs at four (4) secondary schools operated by SBBC that are listed on the attached **Exhibit “A”** and two (2) Deputies to serve as SROs at two (2) other schools operated by SBBC that are listed on the attached **Exhibit “A”** (hereafter collectively referred to as “Participating Schools”).

2.03 **Assignment of SROs.** The SHERIFF shall promptly notify the principal of the Participating School of the names of those law enforcement officers assigned to provide SRO services at the school. The SHERIFF may change the law enforcement officers assigned to participate as SROs at any time during the term of this Agreement. Unless precluded by law enforcement requirements or emergency circumstances, the SHERIFF shall at all times maintain SROs on duty during those regular school hours in which students are required to be in attendance the number of SROs specified in Section 2.02. However, at the discretion of the SHERIFF, any SRO may be assigned to patrol the neighborhoods surrounding their assigned school to address school security, truancy and juvenile delinquency issues. Each SRO assigned to one or more of the Participating School(s) shall attend any required SRO training programs conducted by SBBC. Whenever possible, the SHERIFF shall assign a replacement law enforcement officer, on a temporary basis, if the SHERIFF approves the absence of an assigned SRO for a period of absence in excess of two (2) days. The SHERIFF shall promptly advise the principal of the Participating School of the name of any replacement SRO assigned to provide services under this Agreement.

2.04 **Applicable Policies and Standards.** The SHERIFF shall ensure that the exercise of law enforcement powers by each assigned SRO shall be in compliance with the authority granted by applicable law. Each law enforcement officer assigned to the SRO Program shall perform his/her duties as an SRO in accordance with the School Resource Officer Standard Operating Procedure Manual and with applicable Florida law and SBBC policies.

2.05 **Duties of SROs.** An SRO shall not function as a school disciplinarian or security officer and shall not intervene in the normal disciplinary actions of the Participating Schools. Each assigned SRO shall act at all times within the scope of authority granted to the SRO by applicable law. Each SRO shall perform duties including, without limitation, the following:

- a) the performance of law enforcement functions within the school setting;
- b) the identification and prevention of juvenile delinquency (including substance abuse) through counseling and referral services);

- c) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law;
- d) the development of positive student concepts of the law enforcement community and promotion of positive interaction and enhanced relations between students and law enforcement officers;
- e) the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting;
- f) the presentation of educational programs concerning crime prevention and the rights, obligations and responsibilities of students as citizens; and
- g) the provision of assistance to SBBC in protecting and securing the school plant and its occupants.

2.06 **Student Instruction.** SBBC shall at all times maintain control over the content of any educational programs and instructional materials provided at the Participating Schools including those provided through the SRO Program. Each SRO will provide instructional activities to the students at his/her assigned school(s) in areas of instruction within the SRO's experience, education and training. Any activities conducted by an SRO as part of the regular instructional program shall be provided upon prior consultation and coordination with the principal of the Participating School.

2.07 **SBBC Contact Persons.** The principal at each Participating School shall be SBBC's on-site contact person for any SROs assigned to that school. In addition, this section confirms that SBBC's Superintendent of Schools has designated the Chief, Special Investigative Unit to serve as SBBC's liaison for the SRO Program.

2.08 **Payment for SRO Program Services.** SBBC shall pay to SHERIFF the sum of Three Hundred Thirty-Three Thousand, Fourteen Dollars and 40/100 Cents (\$333,014.40). The SHERIFF shall invoice SBBC for SRO services rendered under this Agreement in eight (8) monthly installments with the first invoice being delivered to SBBC in October 2016, and subsequent invoices shall be delivered to SBBC on a monthly basis, with the final invoice delivered to SBBC in May 2017. Each monthly invoice shall contain reference to the respective installment to which it pertains and the date of this Agreement. Additionally, each monthly invoice shall be in the amount of Forty-One Thousand, Six Hundred Twenty-Six Dollars and 80/100 Cents (\$41,626.80). However, the SHERIFF shall make appropriate pro rata reductions in the amount invoiced during any month in which emergency circumstances reduced the amount of SRO services provided by the SHERIFF. Upon certification by SBBC's contact person designated in Section 2.07 that the SRO services provided by the SHERIFF were satisfactory, SBBC shall make payment for SRO services within thirty (30) days of its receipt of an invoice from the SHERIFF for such services.

2.09 **Inspection of SHERIFF's Records by SBBC.** SHERIFF shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All SHERIFF's

Records relating to the SRO Program, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by SHERIFF or any of SHERIFF's payees pursuant to this Agreement. SHERIFF's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. SHERIFF's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) SHERIFF's Records Defined. For the purposes of this Agreement, the term "SHERIFF's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to the SRO services provided under this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to SHERIFF's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to SHERIFF pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide SHERIFF reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to any and all records related to this Agreement, subject to SHERIFF's reasonable security procedures, and shall be provided adequate and appropriate work space at the SHERIFF facility where such records are located in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by SHERIFF to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of SHERIFF's claims for payment by SBBC for services relating specifically to the records not being permitted to be inspected.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by SHERIFF in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by SHERIFF. If the audit discloses billings or charges to

which SHERIFF is not contractually entitled, SHERIFF shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. SHERIFF shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this Section by insertion of such requirements in any written subcontract. Failure by SHERIFF to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of Payee's costs from amounts payable by SBBC to SHERIFF pursuant to this Agreement for services relating specifically to the records not being permitted by Payee for SBBC's inspection, and such excluded costs shall become the liability of SHERIFF.

(h) Inspector General Audits. SHERIFF shall timely comply and cooperate with any reasonable inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

(i) Exempt Records. Notwithstanding anything to the contrary contained herein, the SHERIFF's Records will not be open to inspection, examination, evaluation, reproduction or audit if prohibited by law.

2.10 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 SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief-Broward District Schools Special Investigative Unit The School Board of Broward County, Florida 7720 West Oakland Park Boulevard – Suite 355 Sunrise, FL 33351
To Sheriff:	Sheriff Scott J. Israel Broward Sheriff's Office 2601 West Broward Boulevard Fort Lauderdale, Florida 33311
To District Captain:	Major John Hale Broward Sheriff's Office Pompano Beach/District 11 100 Southwest 3 rd Street Pompano Beach, Florida 33060

2.11 **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. 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. 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 Section 768.28, Florida Statutes.

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 Section 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 directly or substantially benefit a third party 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 contract.

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 nor 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. The SHERIFF shall at all times be responsible for all aspects of the employment, control and direction of Officers assigned as SROs under this Agreement. Nothing within this Agreement is intended to create an agency or employment relationship between SBBC and any officer assigned by the SHERIFF to participate in the SRO Program. All compensation, wages, salaries, benefits and other emoluments of employment payable to the SROs shall be the sole responsibility of the SHERIFF. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance 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'S officers, employees, agents, subcontractors or assignees.

3.04 **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.

3.05 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay the SHERIFF for all services rendered through the effective date of termination.

3.06 **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 (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, 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 (30) 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.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. In the event of such termination, SBBC shall pay the SHERIFF for all services rendered through the effective date of termination and the SHERIFF will not be obligated to provide services after the effective date of termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be promptly refunded to SBBC.

3.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. The SHERIFF shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, the SHERIFF shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The SHERIFF shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if the SHERIFF does not transfer the public records to SBBC. Upon completion of the Agreement, the SHERIFF shall transfer, at no cost, to SBBC all public records in possession of the SHERIFF or keep and maintain public records required by SBBC to perform

the services required under the Agreement. If the SHERIFF transfers all public records to SBBC upon completion of the Agreement, the SHERIFF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SHERIFF keeps and maintains public records upon completion of the Agreement, the SHERIFF shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT 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, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.10 Student Records: Notwithstanding any provision to the contrary within this Agreement, the CITY under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, or any other state or federal law or regulation, including Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and its implementing regulations (34 C.F.R. Part 99), regarding the confidentiality of student information and records. All SHERIFF requests for student records made to SBBC shall be in compliance with this provision. The SHERIFF represents, warrants, and agrees that it will: (1) hold the student records in strict confidence and will not use or disclose said Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by SBBC in writing. At the request of the District, the SHERIFF agrees to provide SBBC with a written report of the student records and information disclosed to third parties. A breach of these confidentiality requirements shall constitute grounds for the immediate termination of this Agreement. The SHERIFF agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the SHERIFF, or an officer, employee, agent, representative, contractor, or sub-contractor of the SHERIFF to the extent that the SHERIFF or an officer, employee, agent, representative, contractor, or sub-contractor of the SHERIFF shall negligently violate the provisions of this section or of Sections 1002.22 and 1002.221, 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. 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 Section 768.28, Florida Statutes.

3.11 Compliance with Laws. Each party shall comply with all applicable federal, state, and local laws, SBBC Policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

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

3.13 **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 to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **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.

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

3.16 **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 including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibit "A" attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

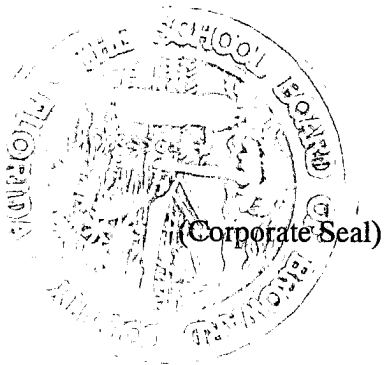
3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such 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.

3.23 **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 or 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.

3.24 **Survival.** All representations and warranties made herein regarding indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **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 made and executed this Agreement on the date first above written.



FOR SBBC

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

By *Rosalind Osgood*
Dr. Rosalind Osgood, Chair

ATTEST:

Robert W. Runcie
Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School
District of Broward County, Florida, ou=The Office
of the General Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Date: 2016.09.08 14:32:25 -04'00'

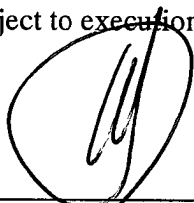
Office of the General Counsel

FOR SHERIFF

SHERIFF OF BROWARD COUNTY, FLORIDA

By Scott J. Israel
Scott J. Israel, Sheriff

Approved as to form and legal sufficiency
Subject to execution by the parties:



Ronald M. Gunzburger
General Counsel
Office of the General Counsel

LF

EXHIBIT "A"
LIST OF PARTICIPATING SCHOOLS

a) Participating Elementary Schools:

Cresthaven
Cypress
Charles Drew
Markham
McNab
Norcrest
Palm View
Pompano Beach
Sanders Park

b) Participating Middle Schools:

Crystal Lake
Pompano Beach

c) Participating High Schools:

Blanche Ely
Pompano Beach

d) Participating Other Schools:

Cross Creek
Cypress Run Educational Center

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into as of this 20th day of September 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SHERIFF OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SHERIFF"),
whose principal place of business is
2601 West Broward Boulevard
Fort Lauderdale, Florida 33311

WHEREAS, SBBC has established a School Resource Officer Program (hereafter referred to as "SRO Program") pursuant to applicable law; and

WHEREAS, SBBC desires that the SHERIFF provide law enforcement officers to serve as School Resource Officers (hereafter referred to as "SROs" or "SRO") in several public schools located within Broward County, Florida and the SHERIFF is willing to assign law enforcement officers to serve as SROs under the SRO Program; and

WHEREAS, the SHERIFF and SBBC agree that the SRO Program is a great benefit to the school administration, the student body, and the community as a whole and desire to enter into this School Resource Officer Agreement (hereafter referred to as "Agreement") to accomplish the purposes expressed herein; and

WHEREAS, the SHERIFF and SBBC understand and agree that the SRO Program is established for the purposes set forth under applicable Florida law including assisting in the prevention of juvenile delinquency through the provision of programs specifically developed to respond to the factors and conditions that give rise to delinquency.

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 – SPECIAL 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 October 1, 2016 and conclude on June 9, 2017.

2.02 **Participating District Schools.** SHERIFF shall assign one (1) Deputy to serve as SRO at two (2) elementary schools operated by SBBC that are listed on the attached **Exhibit “A”** and one (1) Deputy to serve as SRO at the one (1) secondary school operated by SBBC that is listed on the attached **Exhibit “A”** (hereafter collectively referred to as “Participating Schools”).

2.03 **Assignment of SROs.** The SHERIFF shall promptly notify the principal of the Participating School of the names of those law enforcement officers assigned to provide SRO services at the school. The SHERIFF may change the law enforcement officers assigned to participate as SROs at any time during the term of this Agreement. Unless precluded by law enforcement requirements or emergency circumstances, the SHERIFF shall at all times maintain SROs on duty during those regular school hours in which students are required to be in attendance the number of SROs specified in Section 2.02. However, at the discretion of the SHERIFF, any SRO may be assigned to patrol the neighborhoods surrounding their assigned school to address school security, truancy and juvenile delinquency issues. Each SRO assigned to one or more of the Participating School(s) shall attend any required SRO training programs conducted by SBBC. Whenever possible, the SHERIFF shall assign a replacement law enforcement officer, on a temporary basis, if the SHERIFF approves the absence of an assigned SRO for a period of absence in excess of two (2) days. The SHERIFF shall promptly advise the principal of the Participating School of the name of any replacement SRO assigned to provide services under this Agreement.

2.04 **Applicable Policies and Standards.** The SHERIFF shall ensure that the exercise of law enforcement powers by each assigned SRO shall be in compliance with the authority granted by applicable law. Each law enforcement officer assigned to the SRO Program shall perform his/her duties as an SRO in accordance with the School Resource Officer Standard Operating Procedure Manual and with applicable Florida law and SBBC policies.

2.05 **Duties of SROs.** An SRO shall not function as a school disciplinarian or security officer and shall not intervene in the normal disciplinary actions of the Participating Schools. Each assigned SRO shall act at all times within the scope of authority granted to the SRO by applicable law. Each SRO shall perform duties including, without limitation, the following:

- a) the performance of law enforcement functions within the school setting;
- b) the identification and prevention of juvenile delinquency (including substance abuse) through counseling and referral services);
- c) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law;

- d) the development of positive student concepts of the law enforcement community and promotion of positive interaction and enhanced relations between students and law enforcement officers;
- e) the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting;
- f) the presentation of educational programs concerning crime prevention and the rights, obligations and responsibilities of students as citizens; and
- g) the provision of assistance to SBBC in protecting and securing the school plant and its occupants.

2.06 **Student Instruction.** SBBC shall at all times maintain control over the content of any educational programs and instructional materials provided at the Participating Schools including those provided through the SRO Program. Each SRO will provide instructional activities to the students at his/her assigned school(s) in areas of instruction within the SRO's experience, education and training. Any activities conducted by an SRO as part of the regular instructional program shall be provided upon prior consultation and coordination with the principal of the Participating School.

2.07 **SBBC Contact Persons.** The principal at each Participating School shall be SBBC's on-site contact person for any SROs assigned to that school. In addition, this section confirms that SBBC's Superintendent of Schools has designated the Chief, Special Investigative Unit to serve as SBBC's liaison for the SRO Program.

2.08 **Payment for SRO Program Services.** SBBC shall pay to SHERIFF the sum of Seventy Four Thousand, Three Dollars and 20/100 Cents (\$74,003.20). The SHERIFF shall invoice SBBC for SRO services rendered under this Agreement in eight (8) monthly installments with the first invoice being delivered to SBBC in October 2016, and subsequent invoices shall be delivered to SBBC on a monthly basis, with the final invoice delivered to SBBC in May 2017. Each monthly invoice shall contain reference to the respective installment to which it pertains and the date of this Agreement. Additionally, each monthly invoice shall be in the amount of Nine Thousand, Two Hundred Fifty Dollars and 40/100 Cents (\$9,250.40). However, the SHERIFF shall make appropriate pro rata reductions in the amount invoiced during any month in which emergency circumstances reduced the amount of SRO services provided by the SHERIFF. Upon certification by SBBC's contact person designated in Section 2.07 that the SRO services provided by the SHERIFF were satisfactory, SBBC shall make payment for SRO services within thirty (30) days of its receipt of an invoice from the SHERIFF for such services.

2.09 **Inspection of SHERIFF's Records by SBBC.** SHERIFF shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All SHERIFF's Records relating to the SRO Program, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction,

during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by SHERIFF or any of SHERIFF's payees pursuant to this Agreement. SHERIFF's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. SHERIFF's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) SHERIFF's Records Defined. For the purposes of this Agreement, the term "SHERIFF's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to the SRO services provided under this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to SHERIFF's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to SHERIFF pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide SHERIFF reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to any and all records related to this Agreement, subject to SHERIFF's reasonable security procedures, and shall be provided adequate and appropriate work space at the SHERIFF facility where such records are located in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by SHERIFF to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of SHERIFF's claims for payment by SBBC for services relating specifically to the records not being permitted to be inspected.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by SHERIFF in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by SHERIFF. If the audit discloses billings or charges to which SHERIFF is not contractually entitled, SHERIFF shall pay said sum to SBBC within

twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. SHERIFF shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this Section by insertion of such requirements in any written subcontract. Failure by SHERIFF to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of Payee's costs from amounts payable by SBBC to SHERIFF pursuant to this Agreement for services relating specifically to the records not being permitted by Payee for SBBC's inspection, and such excluded costs shall become the liability of SHERIFF.

(h) Inspector General Audits. SHERIFF shall timely comply and cooperate with any reasonable inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

(i) Exempt Records. Notwithstanding anything to the contrary contained herein, the SHERIFF's Records will not be open to inspection, examination, evaluation, reproduction or audit if prohibited by law.

2.10 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 SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief-Broward District Schools Special Investigative Unit The School Board of Broward County, Florida 7720 West Oakland Park Boulevard – Suite 355 Sunrise, FL 33351
To Sheriff:	Sheriff Scott J. Israel Broward Sheriff's Office 2601 West Broward Boulevard Fort Lauderdale, Florida 33311
To District Captain:	Captain Neal Glassman Broward Sheriff's Office Tamarac/District VII 7715 Pine Island Road Tamarac, Florida 33321

2.11 **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. 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. 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 Section 768.28, Florida Statutes.

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 Section 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 directly or substantially benefit a third party 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 contract.

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 nor 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. The SHERIFF shall at all times be responsible for all aspects of the employment, control and direction of Officers assigned as SROs under this Agreement. Nothing within this Agreement is intended to create an agency or employment relationship between SBBC and any officer assigned by the SHERIFF to participate in the SRO Program. All compensation, wages, salaries, benefits and other emoluments of employment payable to the SROs shall be the sole responsibility of the SHERIFF. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance 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'S officers, employees, agents, subcontractors or assignees.

3.04 **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.

3.05 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay the SHERIFF for all services rendered through the effective date of termination.

3.06 **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 (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, 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 (30) 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.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. In the event of such termination, SBBC shall pay the SHERIFF for all services rendered through the effective date of termination and the SHERIFF will not be obligated to provide services after the effective date of termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be promptly refunded to SBBC.

3.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. The SHERIFF shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, the SHERIFF shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The SHERIFF shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if the SHERIFF does not transfer the public records to SBBC. Upon completion of the Agreement, the SHERIFF shall transfer, at no cost, to SBBC all public records in possession of the SHERIFF or keep and maintain public records required by SBBC to perform

the services required under the Agreement. If the SHERIFF transfers all public records to SBBC upon completion of the Agreement, the SHERIFF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SHERIFF keeps and maintains public records upon completion of the Agreement, the SHERIFF shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT 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, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.10 Student Records: Notwithstanding any provision to the contrary within this Agreement, the CITY under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, or any other state or federal law or regulation, including Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and its implementing regulations (34 C.F.R. Part 99), regarding the confidentiality of student information and records. All SHERIFF requests for student records made to SBBC shall be in compliance with this provision. The SHERIFF represents, warrants, and agrees that it will: (1) hold the student records in strict confidence and will not use or disclose said Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by SBBC in writing. At the request of the District, the SHERIFF agrees to provide SBBC with a written report of the student records and information disclosed to third parties. A breach of these confidentiality requirements shall constitute grounds for the immediate termination of this Agreement. The SHERIFF agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the SHERIFF, or an officer, employee, agent, representative, contractor, or sub-contractor of the SHERIFF to the extent that the SHERIFF or an officer, employee, agent, representative, contractor, or sub-contractor of the SHERIFF shall negligently violate the provisions of this section or of Sections 1002.22 and 1002.221, 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. 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 Section 768.28, Florida Statutes.

3.11 Compliance with Laws. Each party shall comply with all applicable federal, state, and local laws, SBBC Policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

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

3.13 **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 to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **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.

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

3.16 **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 including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibit "A" attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

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3.19 **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.

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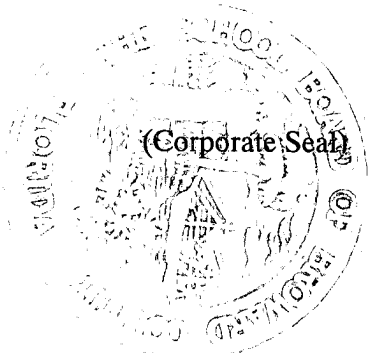
3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, 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.

3.24 **Survival.** All representations and warranties made herein regarding indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC



(Corporate Seal)

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

By *Rosalind Osgood*
Dr. Rosalind Osgood, Chair

ATTEST:

Robert W. Runcie

Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School
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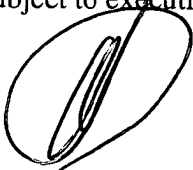
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FOR SHERIFF

SHERIFF OF BROWARD COUNTY, FLORIDA

By Scott J. Israel
Scott J. Israel, Sheriff

Approved as to form and legal sufficiency
Subject to execution by the parties:



Ronald M. Gunzburger
General Counsel
Office of the General Counsel



EXHIBIT "A"
LIST OF PARTICIPATING SCHOOLS

a) Participating Elementary Schools:

Challenger
Tamarac

b) Participating Middle School:

Millennium

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into as of this 20th day of September 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SHERIFF OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SHERIFF"),
whose principal place of business is
2601 West Broward Boulevard
Fort Lauderdale, Florida 33311

WHEREAS, SBBC has established a School Resource Officer Program (hereafter referred to as "SRO Program") pursuant to applicable law; and

WHEREAS, SBBC desires that the SHERIFF provide law enforcement officers to serve as School Resource Officers (hereafter referred to as "SROs" or "SRO") in several public schools located within Broward County, Florida and the SHERIFF is willing to assign law enforcement officers to serve as SROs under the SRO Program; and

WHEREAS, the SHERIFF and SBBC agree that the SRO Program is a great benefit to the school administration, the student body, and the community as a whole and desire to enter into this School Resource Officer Agreement (hereafter referred to as "Agreement") to accomplish the purposes expressed herein; and

WHEREAS, the SHERIFF and SBBC understand and agree that the SRO Program is established for the purposes set forth under applicable Florida law including assisting in the prevention of juvenile delinquency through the provision of programs specifically developed to respond to the factors and conditions that give rise to delinquency.

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 – SPECIAL 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 October 1, 2016 and conclude on June 9, 2017.

2.02 **Participating District Schools.** SHERIFF shall assign three (3) Deputies to serve as SROs at six (6) elementary schools operated by SBBC that are listed on the attached **Exhibit “A”** and four (4) Deputies to serve as SROs at three (3) secondary schools operated by SBBC that are listed on the attached **Exhibit “A”** (hereafter collectively referred to as “Participating Schools”).

2.03 **Assignment of SROs.** The SHERIFF shall promptly notify the principal of the Participating School of the names of those law enforcement officers assigned to provide SRO services at the school. The SHERIFF may change the law enforcement officers assigned to participate as SROs at any time during the term of this Agreement. Unless precluded by law enforcement requirements or emergency circumstances, the SHERIFF shall at all times maintain SROs on duty during those regular school hours in which students are required to be in attendance the number of SROs specified in Section 2.02. However, at the discretion of the SHERIFF, any SRO may be assigned to patrol the neighborhoods surrounding their assigned school to address school security, truancy and juvenile delinquency issues. Each SRO assigned to one or more of the Participating School(s) shall attend any required SRO training programs conducted by SBBC. Whenever possible, the SHERIFF shall assign a replacement law enforcement officer, on a temporary basis, if the SHERIFF approves the absence of an assigned SRO for a period of absence in excess of two (2) days. The SHERIFF shall promptly advise the principal of the Participating School of the name of any replacement SRO assigned to provide services under this Agreement.

2.04 **Applicable Policies and Standards.** The SHERIFF shall ensure that the exercise of law enforcement powers by each assigned SRO shall be in compliance with the authority granted by applicable law. Each law enforcement officer assigned to the SRO Program shall perform his/her duties as an SRO in accordance with the School Resource Officer Standard Operating Procedure Manual and with applicable Florida law and SBBC policies.

2.05 **Duties of SROs.** An SRO shall not function as a school disciplinarian or security officer and shall not intervene in the normal disciplinary actions of the Participating Schools. Each assigned SRO shall act at all times within the scope of authority granted to the SRO by applicable law. Each SRO shall perform duties including, without limitation, the following:

- a) the performance of law enforcement functions within the school setting;
- b) the identification and prevention of juvenile delinquency (including substance abuse) through counseling and referral services);
- c) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law;

- d) the development of positive student concepts of the law enforcement community and promotion of positive interaction and enhanced relations between students and law enforcement officers;
- e) the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting;
- f) the presentation of educational programs concerning crime prevention and the rights, obligations and responsibilities of students as citizens; and
- g) the provision of assistance to SBBC in protecting and securing the school plant and its occupants.

2.06 **Student Instruction.** SBBC shall at all times maintain control over the content of any educational programs and instructional materials provided at the Participating Schools including those provided through the SRO Program. Each SRO will provide instructional activities to the students at his/her assigned school(s) in areas of instruction within the SRO's experience, education and training. Any activities conducted by an SRO as part of the regular instructional program shall be provided upon prior consultation and coordination with the principal of the Participating School.

2.07 **SBBC Contact Persons.** The principal at each Participating School shall be SBBC's on-site contact person for any SROs assigned to that school. In addition, this section confirms that SBBC's Superintendent of Schools has designated the Chief, Special Investigative Unit to serve as SBBC's liaison for the SRO Program.

2.08 **Payment for SRO Program Services.** SBBC shall pay to SHERIFF the sum of Two Hundred Fifty-Nine Thousand, Eleven Dollars and 20/100 Cents (\$259,011.20). The SHERIFF shall invoice SBBC for SRO services rendered under this Agreement in eight (8) monthly installments with the first invoice being delivered to SBBC in October 2016, and subsequent invoices shall be delivered to SBBC on a monthly basis, with the final invoice delivered to SBBC in May 2017. Each monthly invoice shall contain reference to the respective installment to which it pertains and the date of this Agreement. Additionally, each monthly invoice shall be in the amount of Thirty-Two Thousand, Three Hundred Seventy-Six Dollars and 40/100 Cents (\$32,376.40). However, the SHERIFF shall make appropriate pro rata reductions in the amount invoiced during any month in which emergency circumstances reduced the amount of SRO services provided by the SHERIFF. Upon certification by SBBC's contact person designated in Section 2.07 that the SRO services provided by the SHERIFF were satisfactory, SBBC shall make payment for SRO services within thirty (30) days of its receipt of an invoice from the SHERIFF for such services.

2.09 **Inspection of SHERIFF's Records by SBBC.** SHERIFF shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All SHERIFF's Records relating to the SRO Program, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC

to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by SHERIFF or any of SHERIFF's payees pursuant to this Agreement. SHERIFF's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. SHERIFF's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) SHERIFF's Records Defined. For the purposes of this Agreement, the term "SHERIFF's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to the SRO services provided under this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to SHERIFF's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to SHERIFF pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide SHERIFF reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to any and all records related to this Agreement, subject to SHERIFF's reasonable security procedures, and shall be provided adequate and appropriate work space at the SHERIFF facility where such records are located in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by SHERIFF to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of SHERIFF's claims for payment by SBBC for services relating specifically to the records not being permitted to be inspected.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by SHERIFF in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by SHERIFF. If the audit discloses billings or charges to which SHERIFF is not contractually entitled, SHERIFF shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. SHERIFF shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this Section by insertion of such requirements in any written subcontract. Failure by SHERIFF to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of Payee's costs from amounts payable by SBBC to SHERIFF pursuant to this Agreement for services relating specifically to the records not being permitted by Payee for SBBC's inspection, and such excluded costs shall become the liability of SHERIFF.

(h) Inspector General Audits. SHERIFF shall timely comply and cooperate with any reasonable inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

(i) Exempt Records. Notwithstanding anything to the contrary contained herein, the SHERIFF's Records will not be open to inspection, examination, evaluation, reproduction or audit if prohibited by law.

2.10 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 SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief-Broward District Schools Special Investigative Unit The School Board of Broward County, Florida 7720 West Oakland Park Boulevard – Suite 355 Sunrise, FL 33351
To Sheriff:	Sheriff Scott J. Israel Broward Sheriff's Office 2601 West Broward Boulevard Fort Lauderdale, Florida 33311
To District Captain:	Captain Kevin Butler Broward Sheriff's Office Weston/District VIII 17300 Royal Palm Boulevard Weston, Florida 33326

2.11 **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. 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. 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 Section 768.28, Florida Statutes.

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 Section 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 directly or substantially benefit a third party 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 contract.

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 nor 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. The SHERIFF shall at all times be responsible for all aspects of the employment, control and direction of Officers assigned as SROs under this Agreement. Nothing within this Agreement is intended to create an agency or employment relationship between SBBC and any officer assigned by the SHERIFF to participate in the SRO Program. All compensation, wages, salaries, benefits and other emoluments of employment payable to the SROs shall be the sole responsibility of the SHERIFF. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance 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'S officers, employees, agents, subcontractors or assignees.

3.04 **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.

3.05 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay the SHERIFF for all services rendered through the effective date of termination.

3.06 **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 (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, 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 (30) 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.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. In the event of such termination, SBBC shall pay the SHERIFF for all services rendered through the effective date of termination and the SHERIFF will not be obligated to provide services after the effective date of termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be promptly refunded to SBBC.

3.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. The SHERIFF shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, the SHERIFF shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The SHERIFF shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if the SHERIFF does not transfer the public records to SBBC. Upon completion of the Agreement, the SHERIFF shall transfer, at no cost, to SBBC all public records in possession of the SHERIFF or keep and maintain public records required by SBBC to perform

the services required under the Agreement. If the SHERIFF transfers all public records to SBBC upon completion of the Agreement, the SHERIFF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SHERIFF keeps and maintains public records upon completion of the Agreement, the SHERIFF shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT 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, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.10 Student Records: Notwithstanding any provision to the contrary within this Agreement, the SHERIFF under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, or any other state or federal law or regulation, including Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and its implementing regulations (34 C.F.R. Part 99), regarding the confidentiality of student information and records. All SHERIFF requests for student records made to SBBC shall be in compliance with this provision. The SHERIFF represents, warrants, and agrees that it will: (1) hold the student records in strict confidence and will not use or disclose said Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by SBBC in writing. At the request of the District, the SHERIFF agrees to provide SBBC with a written report of the student records and information disclosed to third parties. A breach of these confidentiality requirements shall constitute grounds for the immediate termination of this Agreement. The SHERIFF agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the SHERIFF, or an officer, employee, agent, representative, contractor, or sub-contractor of the SHERIFF to the extent that the SHERIFF or an officer, employee, agent, representative, contractor, or sub-contractor of the SHERIFF shall negligently violate the provisions of this section or of Sections 1002.22 and 1002.221, 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. 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 Section 768.28, Florida Statutes.

3.11 Compliance with Laws. Each party shall comply with all applicable federal, state, and local laws, SBBC Policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

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

3.13 **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 to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **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.

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

3.16 **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 including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibit "A" attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

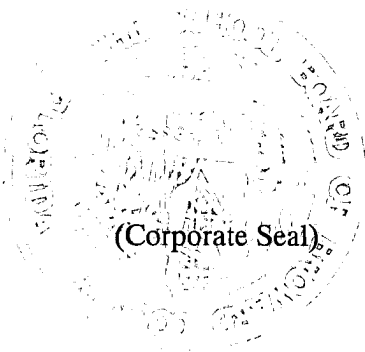
3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such 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.

3.23 **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 or 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.

3.24 **Survival.** All representations and warranties made herein regarding indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **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 made and executed this Agreement on the date first above written.



(Corporate Seal)

FOR SBBC

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

By *Rosalind Osgood*
Dr. Rosalind Osgood, Chair

ATTEST:

Robert W. Runcie

Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School
District of Broward County, Florida, ou=The Office
of the General Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Date: 2016.09.08 14:42:01 -04'00'

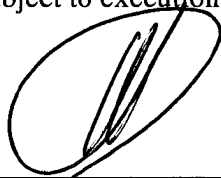
Office of the General Counsel

FOR SHERIFF

SHERIFF OF BROWARD COUNTY, FLORIDA

By Scott J. Israel
Scott J. Israel, Sheriff

Approved as to form and legal sufficiency
Subject to execution by the parties:



Ronald M. Gunzburger
General Counsel
Office of the General Counsel



EXHIBIT "A"
LIST OF PARTICIPATING SCHOOLS

a) Participating Elementary Schools:

Country Isles
Eagle Point
Everglades
Gator Run
Indian Trace
Manatee Bay

b) Participating Middle Schools:

Falcon Cove
Tequesta Trace

c) Participating High School:

Cypress Bay (2 Full-Time SROs)