



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	Sep 20 2016 10:15AM - Regular School Board Meeting
AGENDA ITEM	OPEN ITEMS
CATEGORY	II. OFFICE OF THE SUPERINTENDENT
DEPARTMENT	Office of Chief of Staff

Special Order Request	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Time		
Open Agenda	<input checked="" type="radio"/> Yes	<input type="radio"/> No

ITEM No.:

II-4.

TITLE:

First Amendment School Resource Officer (SRO) Agreement - City of Coral Springs (2015-2016)

REQUESTED ACTION:

Approve the First Amendment to the SRO Agreement with the City of Coral Springs approved at the May 3, 2016 Regular School Board meeting.

SUMMARY EXPLANATION AND BACKGROUND:

See attached Executive Summary.

The First Amendment has been approved as to legal form and legal content by the Office of General Counsel.
 This First Amendment 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 is \$55,502.40. The source of these funds is the Broward District's Special Investigative Unit budget for the 2016-2017 school year.

EXHIBITS: (List)

(1) Executive Summary_First Amendment_Coral Springs (2) First Amendment SRO Coral Springs Agreement 15 16

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: 754 321-0736

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
9/15/2016 1:23:02 PM

By: *Provalina Arguel*

School Board Chair

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT


ROBERT W. RUNCIE
SUPERINTENDENT OF SCHOOLS


Telephone: (754) 321-2600

Facsimile: (754) 321-2701

September 16, 2016

TO: School Board Members

FROM: Jeffrey S. Moquin, Chief of Staff
Office of the Chief of Staff 

VIA: Robert W. Runcie
Superintendent of Schools 

**SUBJECT: Revision to II-4, First Amendment School Resource Officer (SRO)
Agreement - City of Coral Springs (2015-2016), for the September 20,
2016 Regular School Board Meeting**

Attached is a revision for II-4, First Amendment School Resource Officer (SRO) Agreement - City of Coral Springs (2015-2016), for the September 20, 2016 Regular School Board Meeting.

Specifically, the item has been revised to reflect the First Amendment has now been executed by the City of Coral Springs.

RWR/JSM:
Attachments

c: Senior Leadership Team

Regular School Board Meeting September 20, 2016

**II-4 First Amendment School Resource Officer (SRO) Agreement - City of Coral Springs
(2015-2016)**

On May 3, 2016, the School Board approved agenda item II-1 School Resource Officer (SRO) Program Agreement – (2015-2016) with the City of Coral Springs to provide thirteen (13) SRO's in nineteen (19) schools. Specifically, the Agreement stipulates the City will provide six (6) SROs in the twelve (12) elementary schools and seven (7) SROs in the seven (7) secondary schools operated by the District within Coral Springs. The current Agreement expires on September 30, 2016. The financial impact of the expiring Agreement is \$601,276 for the term of the Agreement.

The participating schools are outlined below.

<u>AGENCY</u>	<u>NO. OF SROs</u>	<u>SCHOOLS</u>
<u>City of Coral Springs</u>	<u>6</u>	<u>Elementary:</u> Coral Park, Coral Springs, Country Hills, Eagle Ridge, Forest Hills, James Hunt, Maplewood, Park Springs, Parkside, Ramblewood, Riverside, Westchester
	<u>4</u>	<u>Middle:</u> Coral Springs, Forest Glen, Ramblewood, Sawgrass Springs
	<u>3</u>	<u>High:</u> Coral Glades, Coral Springs, Taravella

The current Agreement on behalf of the City of Weston expires on September 30, 2016, and includes two payments for the 2016-2017 school year (August 2016 and September 2016).

At the September 13, 2016 Budget Hearing, the School Board approved an additional eleven (11) SRO's in conjunction with the adopted budget for the 2016-2017 school year. Six (6) of these additional SROs are associated with the City of Coral Springs SRO Agreement, bringing the total number of SROs associated with this Agreement to nineteen (19). This First Amendment serves to increase the remaining two payments to account for the assignment of six (6) additional SROs to serve in Coral Springs schools for the months of August and September 2016. For these two months, the number of SROs and participating will be as follows:

<u>AGENCY</u>	<u>NO. OF SROs</u>	<u>SCHOOLS</u>
<u>City of Coral Springs</u>	<u>12</u>	<u>Elementary:</u> Coral Park, Coral Springs, Country Hills, Eagle Ridge, Forest Hills, James Hunt, Maplewood, Park Springs, Parkside, Ramblewood, Riverside, Westchester
	<u>4</u>	<u>Middle:</u> Coral Springs, Forest Glen, Ramblewood, Sawgrass Springs
	<u>3</u>	<u>High:</u> Coral Glades, Coral Springs, Taravella

The financial impact associated with this First Amendment is \$55,502.40. This increases the total financial impact of the current SRO Agreement to \$656,778.40.

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO 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

CITY OF CORAL SPRINGS, FLORIDA
(hereinafter referred to as "CITY",
having its principal place of business at
2801 Coral Springs Drive
Coral Springs, Florida 33065

WHEREAS, SBBC and CITY entered into an Agreement dated May 3, 2016 (hereafter "Agreement"); and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

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

1.02 **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

2.02 **Participating District Schools.** CITY shall assign six (6) law enforcement officers to serve as SROs at the twelve (12) elementary schools operated by SBBC that are listed on the attached **Exhibit "A"** and seven (7) law enforcement officers to serve as SROs at the seven (7) secondary schools operated by SBBC that are listed on the attached **Exhibit "A"** (hereafter collectively referred to as "Participating Schools") from October 1, 2015 through June 9, 2016.

CITY shall then assign twelve (12) law enforcement officers to serve as SROs at the twelve (12) elementary schools operated by SBBC that are listed on the attached

Exhibit "A" and seven (7) law enforcement officers to serve as SROs at the seven (7) secondary schools operated by SBBC that are listed on the attached **Exhibit "A"** (hereafter collectively referred to as "Participating Schools") from August 22, 2016 through September 30, 2016.

2.08 **Payment for SRO Program Services.** SBBC shall pay to CITY the sum of Forty Six Thousand, Two Hundred Fifty-Two Dollars and No/100 Cents (\$46,252.00) per SRO assigned by the CITY during the term of this Agreement for a total amount payable during the term of Six Hundred Fifty Six Thousand, Seven Hundred Seventy Eight and 40/100 Cents (\$656,778.40). The CITY shall invoice SBBC for SRO services rendered under this Agreement in ten (10) monthly installments with the first invoice being delivered to SBBC in October 2015, and subsequent invoices shall be delivered to SBBC on a monthly basis. Each monthly invoice shall contain reference to the respective installment to which it pertains and the date of this Agreement. Additionally, installments one (1) through eight (8) shall be in the amount of Sixty Thousand One Hundred Twenty-Seven Dollars and 60/100 Cents (\$60,127.60); and installments nine (9) and (10) shall be in the amount of Eighty Seven Thousand Eight Hundred Seventy Eight Dollars and 80/100 Cents (\$87,878.80). However, the CITY 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 CITY. Upon certification by SBBC's contact person designated in Section 2.07 that the SRO services provided by the CITY were satisfactory, SBBC shall make payment for SRO services within thirty (30) days of its receipt of an invoice from the CITY for such services.

3.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. The City 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 City 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 City 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 City does not transfer the public records to SBBC. Upon completion of the Agreement, the City shall transfer, at no cost, to SBBC all public records in possession of the City or keep and maintain public records required by SBBC to perform the services required under the Agreement. If the City transfer all public records to SBBC upon completion of the Agreement, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Agreement, the City 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.

3.11 **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.

3.18 **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.

1.03 **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this First Amendment to Agreement; and
- b) the Agreement.

1.04 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.


1.05 **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to 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 First Amendment to Agreement.

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


FOR SBBC

(Corporate Seal)

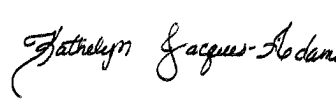
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

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: 2016.09.12 13:48:35 -04'00'
Office of the General Counsel

FOR CITY OF CORAL SPRINGS, FLORIDA

(Corporate Seal)

ATTEST:

Debra Thomas
Debra Thomas, City Clerk

-or-

CITY OF CORAL SPRINGS, FLORIDA

By [Signature]
Signature

Printed Name: Walter G. Campbell, Jr.

Title: Mayor

Witness

Witness

Approved as to Form.
[Signature]
Assistant City Attorney

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14th day of September, 2016 by Walter G. Campbell, Jr. of _____
Name of Person

_____ on behalf of the corporation/agency. He/She is personally known to me or produced _____ as identification and did/did not first take an oath. _____
Type of Identification

My Commission Expires:

Debra Thomas
Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

