

# **INTERNAL AUDIT REPORT**

**Audit of the Broward District Schools Police Department's (BDSPD)  
School Resource Officers (SRO) Program Agreements  
for the Period from July 1, 2010 through June 30, 2016**

**July 2016**



**To be presented to the:**

**Audit Committee on  
September 8, 2016**

**The School Board of Broward County, Florida on  
October 5, 2016**

**By**

**The Office of the Chief Auditor**



# *Broward County Public Schools*

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# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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August 30, 2016

Members of The School Board of Broward County, Florida  
Members of The School Board Audit Committee  
Mr. Robert W. Runcie, Superintendent of Schools

Ladies and Gentlemen:

At the request of the Superintendent, and in accordance with the 2016-2017 Audit Plan, we reviewed the School Resource Officers' (SRO) Program Agreements for the period from July 1, 2010 through June 30, 2016. This review of the School Resource Officers' (SRO) Agreements includes an examination of all twenty-three municipalities for the period from July 1, 2010 through June 30, 2016. This review was initiated due to the shortage of funds to pay the 2015-16 school year's unpaid invoices, which was reported to the School Board at its April 26, 2016 School Board workshop.

The primary objectives of the audit were to determine and confirm all of the unpaid SRO amounts due to the twenty-three municipalities that hold an SRO Agreement with the District; determine the amount of additional funding needed to pay all outstanding invoices due as of June 30, 2016; prepare a detailed schedule of additional funding needed to fulfill the District's obligation to several municipalities for the 2015-16 school year for presentation to the School Board; review the activities and transactions of the Broward District Schools Police Department (BDSPD) to determine how the budget deficit occurred related to non-payment of SRO services to various municipalities; review all SRO Agreements to determine if the District was in compliance with the terms of the Agreement; review all payments made to determine if amounts paid were accurate and in compliance with SRO Agreement terms; analyze the payment and billing processes of the BDSPD to determine if they were performed in accordance with SRO Agreement terms; review all SRO Agreements and transactions to determine if overpayments occurred; and report recommendations to the administration, if needed.

We audited all SRO Agreements, budgeted funds and expenditures for the period July 1, 2010 through June 30, 2016 and determined that the amount of additional funding needed to pay all outstanding SRO invoices due as of June 30, 2016 was \$2,702,310.40. As a result of our audit, we provided findings/recommendations to District management.

It is the opinion of the Office of the Chief Auditor that management needs to improve effectiveness, efficiency and oversight, as well as strengthening the internal controls over the SRO Agreements and the operations of the SRO program.

Our audit identified multiple years of mismanagement of SRO Agreements and the operating budget assigned to SRO services, which required \$2.7 million in additional funding from the District's General Fund. Secondly, the Broward District Schools Police Department (BDSPD) did not adequately monitor SRO Agreements and failed to pay invoices in a timely manner. In addition, the BDSPD did not comply with SRO Agreements and did not properly manage budgeted funds to operate the SRO Program.

This report will be presented to the Audit Committee at its September 8, 2016 meeting and will be presented to the School Board at its October 5, 2016 meeting.

Sincerely,

Patrick Reilly, CPA  
Chief Auditor  
Office of the Chief Auditor

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## **EXECUTIVE SUMMARY**

At the request of the Superintendent, Mr. Robert Runcie, and in accordance with the Office of the Chief Auditor's 2016-2017 Audit Plan, we reviewed the School Resource Officers' (SRO) Program Agreements for the period from July 1, 2010 through June 30, 2016.

### **Objectives**

The primary objectives of the audit were to:

- Determine and confirm all of the unpaid SRO amounts due to the twenty-three municipalities that hold SRO Agreements with the District;
- Determine the amount of additional funding needed to pay all outstanding invoices due as of June 30, 2016;
- Prepare a detailed schedule of additional funding needed to fulfill the District's obligation to several municipalities for the 2015-16 school year for presentation to the School Board;
- Review the activities and transactions of the Broward District Schools Police Department (BDSPD) to determine how the budget deficit occurred, relative to non-payment of SRO services to various municipalities;
- Review all SRO Agreements to determine if the District was in compliance with the terms of the Agreements;
- Review all payments made to determine if amounts paid were accurate and in compliance with SRO Agreement terms;
- Analyze the payment and billing processes of the BDSPD to determine if they were performed in accordance with SRO Agreement terms;
- Review all SRO Agreements and transactions to determine if overpayments occurred;
- Report recommendations to the administration, if needed.

### **Scope and Methodology**

This audit of the School Resource Officers' (SRO) Agreements includes an examination of all twenty-three municipalities for the period from July 1, 2010 through June 30, 2016. This audit was initiated due to the shortage of funds to pay the 2015-16 school year's unpaid invoices, which was reported to the School Board at its April 26, 2016 School Board workshop by the Chief Human Resource and Equity Officer.

Our audit was conducted in accordance with generally accepted auditing standards and Government Auditing Standards issued by the Comptroller General of the United States. The aforementioned standards require that we plan and perform the audit to ensure a reasonable basis for our judgments and conclusions regarding the function under audit. An audit includes assessments of applicable controls and compliance with the requirements of laws, rules and regulations when necessary to satisfy the audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

It is our responsibility to perform the review under generally accepted auditing standards and Government Auditing Standards, as well as provide recommendations to improve operations, strengthen internal controls and ensure compliance with the requirements of laws, rules and regulations in matters selected for review. It is the administration's responsibility to implement recommendations, to maintain an internal control environment conducive to the safeguarding of

District assets and to preserve the District's resources, and to comply with applicable laws, regulations and School Board policies.

The procedures used to satisfy our objectives in this audit included the following:

- Reviewed the SRO Agreements, including costs and payment terms for SRO program services and the number of participating officers assigned to the various schools;
- Reviewed municipalities' invoices and District payments;
- Conducted interviews with District management and municipalities' accounting personnel;
- Prepared and sent confirmation requests to the twenty-three municipalities in order to reconcile balances due from the District with the municipalities' accounts receivable balances;
- Performed other auditing procedures as deemed necessary.

## **Background**

The School Resource Officer Program (SRO) is a delinquency prevention program aimed at enhancing the relationship between law enforcement and the students of the Broward County School District. Each SRO Agreement is between the School Board of Broward County, Florida and the twenty-three municipalities in Broward County. The twenty-three municipalities consist of thirteen individual police departments and ten that are under the jurisdiction of the Broward Sheriff's Office (BSO). The program is now in its 32<sup>nd</sup> year. The SROs concentrate on preventive initiatives, such as anti-drug and alcohol programs, conflict mediation and anti-violence, crime initiatives and the Stranger Danger program. In addition, these officers provide a positive presence and serve as role models for students of all ages, as well as the liaison between schools and law enforcement.

The BDSPD's budgeted funds were set up with a Budget Order coding (OB09532A16) and an object code (314) Other Personal Services. The Budget Order is used specifically to track all SRO payments and monitor the transactions of the SRO program.

Prior to the 2014-15 school year, the BDSPD only budgeted and paid for the Elementary Schools' SROs. The Middle Schools, High School and Centers were charged to the individual schools' budgets and were, in most cases, set up with the proper purchase orders, encumbering funds that would carry forward into the next year, if necessary.

During the 2012-13 and 2013-14 school years, the BDSPD reported to the Human Resources Department. Beginning in the 2014-15 school year, the BDSPD reported to the Chief of Staff. For several months of the 2015-16 school year, the BDSPD reported to the Chief Public Information Officer and subsequently, the BDSPD was reassigned to the HR Department. In mid-June 2016, the BDSPD was re-assigned to the Chief of Staff. In February 2016, Mr. Anthony Williams, Chief of Police for the BDSPD, resigned. The position of Interim Chief of Police was held by Mr. Fred Davenport from February 2016 through June 2016. Currently, Mr. Craig Kowalski has been assigned as Acting Chief of Police, while the HR Department is in the process of hiring a new Chief of Police. Prior to April 2016, the BDSPD's clerical staff handled the SRO payments. As of April 2016, the payment of the BDSPD's invoices has been assigned to the Business Support Center.

In the 2015-16 school year, the budget for the SRO services was approximately \$6.8 million and included 149 SRO Officers serving 191 schools (See Exhibit 14, pages 69-73).

## **Opinion and Summary of Results**

We audited all SRO Agreements, budgeted funds and expenditures for the period July 1, 2010 through June 30, 2016 and determined that the amount of additional funding needed to pay all outstanding SRO invoices due as of June 30, 2016 was \$2,702,310.40. We also investigated the cause for the budget shortfall. As a result of our audit, we provided findings/recommendations to District management.

It is the opinion of the Office of the Chief Auditor that management needs to improve effectiveness, efficiency and oversight, as well as strengthening the internal controls over the SRO Agreements and the operations of the SRO program.

We summarized our findings below:

1. Multiple Years of Mismanagement of SRO Agreements and the Operating Budget Assigned to SRO Services Required \$2.7 Million in Additional Funding from the District's General Fund
2. The Broward District Schools Police Department (BDSPD) Did Not Adequately Monitor SRO Agreements and Failed to Pay Invoices in a Timely Manner
3. The BDSPD Did Not Comply with SRO Agreements and Did Not Properly Manage Budgeted Funds to Operate the SRO Program

We have provided recommendations, which can be found at the end of each finding in the audit report.

We would like to thank the Broward District Schools Police Department and all District personnel who aided in the completion of this report.

Submitted by:

Patrick Reilly, CPA  
Chief Auditor  
Office of the Chief Auditor

**SECTION I**

**FINDINGS**



## **FINDING #1**

### **Multiple Years of Mismanagement of SRO Agreements and the Operating Budget Assigned to the Broward District Schools Police Department (BDSPD) for SRO Services Required \$2.7 Million in Additional Funding from the District's General Fund**

#### **CONDITION**

At the April 26, 2016 School Board Workshop, the Chief Human Resources & Equity Officer informed the School Board that approximately \$3.5 million of unpaid invoices relating to SRO services had not been paid by the BDSPD. As of April 1, 2016, the BDSPD's budget for SRO services had an available fund balance of \$68.30. The Office of the Chief Auditor was requested to review the SRO Agreements and determine the actual amount of unpaid invoices and additional funding needed. Our review included the BDSPD's budget, all payments made to date, as well as a reconciliation of all paid and unpaid invoices for all twenty-three municipalities and all SRO Agreements for the period from July 1, 2010 through June 30, 2016. As part of our review, on May 9, 2016, we sent written confirmations to all twenty-three municipalities to reconcile the District's outstanding obligations with the municipalities' calculations of the amounts due as of April 30, 2016. We determined that the total amount of additional funding needed from the District's General Fund to meet the District's obligations for the 2015-16 SRO services, per the SRO Agreements, was \$2,702,310.40. During the May 3, 2016 School Board meeting, the City of Coral Springs' SRO Agreement for the 2015-16 school year, in the amount of \$601,276, was approved by the School Board. Subsequently, on May 4, 2016, the amount of \$601,276 was added to the SRO budget, so that a purchase order could be opened. This additional funding of \$601,276 reduced the amount needed to \$2,101,034.40, which was approved by the School Board on June 21, 2016. The Office of the Chief Auditor provided a schedule which outlined the amount of the additional funding required (see Exhibit 1, page 14). The amount of \$2,101,034.40 represented funding needed to open four additional purchase orders. The City of Miramar was owed \$1,290,430.80, which consisted of \$457,894.80 of expenses from the 2014-15 school year and \$832,536.00 for the 2015-16 school year. The City of Plantation had unpaid invoices for the 2014-15 school year totaling \$138,756.00. The Town of Davie and City of Fort Lauderdale were owed \$301,831.60 and \$370,016.00, respectively, for the 2015-16 year. As of July 15, 2016, a total of \$2,165,787.20 of the \$2,702,310.40 additional funding approved by the School Board has been used to create purchase orders and pay unpaid invoices owed to five of the six municipalities.

#### **CRITERIA**

The SRO Agreements outline all provisions for each municipality offering SRO services to the District and are approved by the School Board (see Exhibit 2, pages 15-34). The BDSPD participates in an annual budget meeting with the Budget Department to develop each year's annual budget; specifically, outlining the budget funds needed to fund all of the SRO Agreements. The annual budget for SRO services is approximately \$6.8 million, with 149 SRO Officers serving 191 schools in 2015-16. The BDSPD has been responsible for monitoring all the SRO Agreements since the 2014-15 school year. Prior to 2014-15, the BDSPD was only budgeted for the SRO Agreements related to elementary schools. The funds for SRO expenditures for the secondary, middle schools and centers were placed in each individual school's budget.

## CAUSE

The Office of the Chief Auditor determined that the required \$2.7 million in additional funding was due to mishandling of budget funds for multiple years by the BDSPD, including the following:

1. In the 2015-16 school year, \$482,788.15 of carry-over purchase orders were allowed to lapse, resulting in the BDSPD losing those funds (see Exhibit 3, page 35). Subsequently, when the BDSPD determined that the funds were no longer available because carry-over purchase orders had lapsed on October 30, 2015, they prepared and submitted budget requests in an attempt to recover the funds. In addition, in the prior year (2014-15), the former bookkeeper, who replaced the previous bookkeeper in April 2015, stated that she recognized that there were outstanding invoices, for which there was no available funding. A budget request form for \$1.8 million was prepared by the bookkeeper in June 2015, signed by the BDSPD's Chief of Police and submitted to his Cabinet member; however, it was not approved and was returned by Pony mail to the BDSPD with no explanation. Consequently, the BDSPD waited until the 2015-16 budget funds were available (July 2015) and began paying 2014-15 invoices, which resulted in \$1.9 million of 2015-16 funds used to pay 2014-15 invoices (see Exhibit 7, pages 42-43). We noted that the BDSPD submitted several budget request forms from September 2015 through January 2016 amounting to \$1.1 million. The budget request forms clearly explained that the funds were needed in order to pay past due invoices for the 2014-15 and 2015-16 SRO Agreements. These budget request forms were approved by the Cabinet member; however, they were denied by the Budget Department (see Exhibit 4, pages 36-39).
2. There were multiple school years when the SRO budget funds were returned to the General Fund and therefore, could not be used by the BDSPD. During the period from 2007-08 through 2014-15, a total of \$792,693 was returned to the General Fund that should have been used to create purchase orders to pay unpaid invoices (see Exhibit 5, page 40).
3. In multiple years, the amounts of the SRO Agreements exceeded the amounts budgeted for the 10-month SRO Agreements, creating deficits ranging from \$150,741 to \$772,462 (see Exhibit 6, page 41).
4. The BDSPD did not consistently pay the current year's expenditures with the current year's budgeted funds. For the last five years reviewed, an average of \$1.2 million was needed each year to pay prior year invoices with current year funds. For example, \$1,947,209.20 of 2014-15 invoices was paid using 2015-16 funds (see Exhibit 7, pages 42-43). For some municipalities, at the beginning of the new fiscal year (July 1<sup>st</sup>) when the new budget became available, a large portion of the prior year's invoices were paid, resulting in a shortage of funds to pay the entire current year's invoices. Prior to the 2014-15 school year, the BDSPD used check requests, rather than purchase orders. Purchase orders would have allowed the funds to be encumbered and, if needed, purchase orders would have carried over into the following year to pay outstanding

prior year's invoices. The BDSPD relied on the new budget funds on July 1<sup>st</sup> of each year to pay prior year's invoices.

### **IMPACT**

The District failed to meet its obligations to pay the twenty-three municipalities in accordance with the terms of the SRO Agreements. Inadequate management of the BDSPD's budget resulted in funds being returned to the General Fund and used for other purposes. Subsequently, a shortage of \$2.7 million occurred in the BDSPD's budget, which resulted in unpaid invoices in the 2015-16 school year and required an unplanned transfer of \$2.7 million from the District's General Fund.

### **RECOMMENDATIONS**

1. We recommend the BDSPD request that the Budget Department provide training on budget guidelines regarding the procedures for purchase orders that will lapse in October each year. The BDSPD should develop procedures to ensure that funds needed to pay outstanding obligations are not allowed to lapse and be returned to the General Fund. In addition, when budget requests are submitted to the Budget Department, the BDSPD should request written notification stating whether budget requests were approved or denied, along with a reason, if denied.
2. In instances where a department submits a Budget Request Form for outstanding obligations that the District owes, District management should take action and bring the request to the Board for approval, rather than denying the budget requests. Vendors/municipalities must be paid for work performed. In this scenario, the District denied budget requests on several occasions, and did not investigate the cause of the problem. When the budget requests were denied, the BDSPD's bookkeeper had no other alternative except to pay prior year's invoices with the current year's budgeted funds. Corrective action should have been initiated immediately to rectify the problem and implement procedures to prevent the reoccurrence of this issue. It wasn't until April 26, 2016 at a School Board workshop that this funding issue was presented to the School Board, which triggered a review by the Office of the Chief Auditor. Subsequently, at the May 3, 2016 School Board meeting, the amount of \$601,276 was approved and at the June 21, 2016 School Board meeting, an additional \$2.1 million needed to pay all outstanding obligations for the 2015-16 school year was approved.
3. The BDSPD should review their budget prior to year-end to determine if purchase orders need to be created to pay any outstanding SRO invoices, rather than allowing budget funds to revert back to the General Fund. The practice of paying prior year's SRO invoices with current year's funds should cease.
4. During the annual departmental budget meetings, the BDSPD needs to ensure that the value of all SRO Agreements is included in the budgeted funds requested to prevent a shortage in funding.
5. All SRO Agreements should be approved by the municipality and the School Board prior to the SRO services, which begin at the start of each school year. A purchase order for the value of the SRO Agreements should be created in order to encumber the funds and to ensure that monies are budgeted for each SRO Agreement. The BDSPD should follow the

SRO payment schedule outlined in the SRO Agreement to ensure that current year's budgeted funds are used to pay current year's expenditures and are paid within 30 days of receipt of the invoice, using the 10-month installment schedule, in accordance with the SRO Agreements. Check requests should not be used in lieu of purchase orders.

### **MANAGEMENT'S RESPONSE FROM THE CHIEF OF STAFF**

Management concurs with Finding # 1. As outlined within the finding this budget shortfall in fiscal year 2015-2016 was primarily the result of a pattern of paying prior years' invoices for SRO services with current years' budget. This pattern was largely predicated on garnering approval for SRO Agreements very late in the fiscal year. It is important to distinguish that there was no finding of misappropriation of SRO budget; rather the funds allocated for SRO Agreements were absorbed back within the General Fund because of management's failure to process SRO Agreements and invoices in a timely manner.

Management has taken or will take the following actions to prevent similar occurrence in the future:

1. The Special Investigative Unit (formerly the Broward District's School Police Department) has transitioned all budget activities to the Business Support Center (BSC). The BSC will now handle all bookkeeping, budgetkeeping and payroll functions of the SIU.
2. All SRO Agreements will be presented to the School Board for approval prior to the termination of the current Agreements. The current Agreements will expire on September 30, 2016. Staff has already initiated the process of renewing all SRO Agreements and anticipate they will be presented for approval no later than September 20, 2016.
3. Upon Board approval of all SRO Agreements, the BSC will initiate purchase orders to encumber all expenditures for the SRO Agreements.
4. SIU will also work with the Budget Department to ensure appropriate funds are allocated within the SIU budget to satisfy all Board-approved SRO Agreements. This is particularly important to account for any additional funding invested in the SRO Program. For example, the School Board approved an additional eleven (11) SROs for the 2016-2017 school year. Management has already met with the Budget Department to ensure the additional funds are allocated to the SIU budget.
5. SIU will work with the BSC, all participating municipalities, and the Broward Sheriff's Office to ensure all invoices are submitted and processed in accordance with Provision 2.08 **Payment for SRO Program Services** of the SRO Agreements. Provision 2.08 requires all entities "*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, 2016, and subsequent invoices shall be delivered to SBBC on a monthly basis.*"
6. At the conclusion of each fiscal year, management will meet with the BSC to review the status of the SIU budget, particularly with regard to SRO payments. All necessary measures will be taken to ensure any applicable purchase orders remain open, with appropriate encumbered funds, to satisfy payment of all outstanding SRO invoices.

## **FINDING #2**

### **The Broward District Schools Police Department (BDSPD) Did Not Adequately Monitor SRO Agreements and Failed to Pay Invoices in a Timely Manner**

#### **CONDITION**

Our review of the SRO Agreements disclosed inefficiencies in the payment process for SRO Program services, which violated Florida Statutes, Chapter 218, Part VII – Local Government Prompt Payment Act, Sections 218.73 and 218.74 and terms of the SRO Agreement (see Exhibit 8, pages 44-46). We noted the following:

1. Section 2.08 of the SRO Agreement, Payment for SRO Program Services, requires that the City/Municipality invoice the District for SRO services in 10 monthly installments, usually with the first invoice being delivered to the SBBC in October with subsequent invoices to be delivered on a monthly basis. SBBC is required to pay for SRO services within 30 days of the receipt of the invoice from the City/Municipality (see Exhibit 2, page 15-34). In many instances, the entire SRO Agreement amount was paid several months after the invoice due date and after the fiscal year was over. For example, the March, April and May 2015 invoices totaling \$180,382.80 for the City of Pembroke Pines were not paid until August 8, 2015. In addition, 2015-16 budget funds were used to pay the 2014-15 expenditures (See Exhibit 9, pages 47-50).

#### **CRITERIA**

In accordance with Florida Statutes, Chapter 218, Part VII – Local Government Prompt Payment Act, Sections 218.73 and 218.74, the time at which payment is due for a purchase other than construction services by a local governmental entity is 45 days, unless the contract provides dates relative to payment periods. Per Section 2.08 of the SRO Agreement, Payment for SRO Program Services, payment is due within 30 days of receipt of an invoice.

#### **CAUSE**

The BDSPD did not consistently comply with Florida Statutes, Chapter 218, Part VII – Local Government Prompt Payment Act, Sections 218.73 and 218.74 and Section 2.08 of the SRO Agreement, Payment for SRO Program Services.

#### **IMPACT**

Because of the BDSPD's non-compliance with proper payment procedures, the department did not consistently use the allocated funding each year, since current year's budgeted funds were not matched with current year's expenditures. This contributed to a shortage of funds for current year operations. The District did not meet its obligations to vendors for SRO services.

## **RECOMMENDATION**

We recommend that the BDS PD follow Florida Statutes, Chapter 218, Part VII – Local Government Prompt Payment Act, Sections 218.73 and 218.74 and payment procedures outlined in Section 2.08 of the SRO Agreement.

## **MANAGEMENT’S RESPONSE FROM THE CHIEF OF STAFF**

Management acknowledges and concurs with Finding #2. As committed in Management's response to Finding # 1, it will initiate several controls to ensure all SRO invoices are submitted in accordance with the provisions of the SRO Agreement and paid promptly upon submission.

### **FINDING #3**

#### **The BDSPD Did Not Comply with SRO Agreements and Did Not Properly Manage Budgeted Funds to Operate the SRO Program**

#### **CONDITION**

During our review of the SRO Agreements and the financial and accounting management of the overall SRO Program, we noted the following:

Many SRO Agreements, during the last five years, were not presented to the School Board for approval prior to the start of the SRO services. For example, the SRO Agreement for the City of Coral Springs was approved on May 3, 2016; however, the SRO services were being provided since August 2015 without an approved SRO Agreement (see Exhibit 2, pages 15-34). In a prior year, on July 22, 2014, the 2013-14 SRO Agreement was approved by the School Board, after the school year had ended (See Exhibit 10, page 51).

As noted in Finding #1, the BDSPD did not consistently pay current year's expenditures with current year's budgeted funds. For the last five years reviewed, an average of \$1.2 million was needed each year to pay prior year invoices with current year funds. For example, a total of \$1,947,209.20 of 2015-16 funds was needed to pay 2014-15 invoices (see Exhibit 7, pages 42-43).

During our audit of SRO payments for the last five years, we noted that the BDSPD did not create purchase orders for each municipality or SRO Agreement prior to the 2013-14 school year. Instead, they used check requests, which do not encumber the funds and do not allow funds to be carried over from one fiscal year to the next. This often resulted in the need to use the subsequent year's funding to pay the prior year's invoices, since unencumbered funds revert back to the District's General Fund if not used by year-end. For the period from 2007 through 2015, the amount of \$792,693 of available funding allocated to the SRO Program was returned to the District's General Fund (see Exhibit 5, page 40). At the June 21, 2016 School Board meeting, the School Board approved agenda item KK-1 in the amount of \$2.1 million to pay all outstanding SRO invoices for the 2015-16 school year. We reviewed the payments made using the additional funding and noted that a total of \$399,672 of the \$2.1 million was not used by June 30, 2016, and therefore, was returned to the District's General Fund. The Office of the Chief Auditor recommended that management request the \$399,672 be returned from the General Fund and a purchase order be created for the outstanding obligation to the City of Fort Lauderdale. Subsequently, on July 26, 2016, this amount was returned to the BDSPD's budget by the Budget Department.

The BDSPD often paid the entire year's invoices in a lump sum payment and often in the following year. This is not in compliance with the SRO Agreements, which require that the entire contract amount be paid in 10 monthly installments beginning in October each year. For example, each municipality is paid \$46,252 annually for each SRO Officer. If there were 13 SRO Officers assigned to the schools, the contract amount would be \$601,276; therefore, each monthly installment would be \$60,127.60. We spoke to a representative from one of the municipalities who stated that they were not billing the District on a monthly basis, because District staff told her that the District did not have the funding to pay; therefore, the municipality billed the District on an annual basis (see Exhibit 11, pages 52-53).

In several instances, the BDSPD paid half of the current year's contract amount and the previous year's outstanding balance, because there was a shortage of funds. The BDSPD would wait until after the year-end when new budget funds would be distributed, and then pay half of the prior year's contracted

amount. In 2015-16, several municipalities had Board approved SRO agreements; however, funds were not available to create purchase orders and pay invoices.

Our analysis of the City of Hollywood invoices identified payments for two additional months, totaling \$101,754.40 for the 2014-15 school year. In the 2014-15 school year, the Board simultaneously approved agendas for 2-month SRO Agreements, as well as the routine 10-month SRO Agreements for all municipalities. Management stated that their intention was for the last two years, the ninth and tenth installments paid in June and July would be considered payments for the subsequent school year for August and September. The result was that the District was using current year budgeted funds to pay for subsequent year SRO services that had not yet been performed. The District budgets on an annual basis and should not be paying expenditures for subsequent years with current year funds. The District's explanation was that they were attempting to align with the municipalities' fiscal year (October through September) which had no bearing on the SRO services that were provided from August to June (see Exhibit 12, pages 55, 57 and 60). This resulted in an additional financial impact of \$1,378,309 for all municipalities (see Exhibit 6, page 41); however, the BPSPD's budget did not include the funding for these additional 2-month SRO Agreements. Fortunately, most municipalities simply invoiced the District for the \$46,252 annual SRO cost per SRO for 10 months, not 12 months. For example, on September 16, 2014, the School Board approved two agreements for Cooper City, the first SRO Agreement for two months for August and September 2014, totaling \$46,252 and a second SRO Agreement for \$231,260 for 10 monthly installments, with invoices being delivered to SBBC from October 2014 through July 2015 (see Exhibit 12, pages 54-61). Cooper City simply invoiced the District for the value of 5 SRO Officers for an entire school year ( $\$46,252 \times 5 = \$231,260$ ) and invoiced the District for only 10 months totaling \$231,260 (see Exhibit 13, pages 62-68). In 2015-16, the District discontinued the 2-month SRO Agreements and only issued the 10-month installment SRO Agreements.

In other instances, we noted the Town of Davie was paid one additional installment in the amount of \$41,626.80 for 2014-15 invoices, which were paid in 2015-16. For the City of Sunrise, an additional installment was paid in the amount of \$50,877.20 for a 2014-15 invoice, which was paid in 2015-16 with 2015-16 budget funds. Subsequently, on July 25, 2016, the Office of the Chief Auditor recovered the \$50,877.20 additional payment from the City of Sunrise. We are pursuing a credit adjustment from the Town of Davie. For the City of Hollywood, we have confirmed that the ninth and tenth installments paid, under the 2015-16 Agreement, represent payment for the subsequent year, for August 2016 and September 2016 totaling \$101,754.40. The 2016-17 SRO Agreement will reflect the two installment payments and therefore will show a balance due of \$407,017.60 to be paid in eight installments, for a total SRO Agreement of \$508,772.

We noted there were no timesheets or documentation to substantiate days/hours worked by the SRO Officers. Some SRO Officers are assigned to more than one school and there were no timesheets identifying how much time was spent at each location or notification of absences, vacations or extended leaves. Section 2.08 Payment for SRO Program Services states "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. . ." For the 2015-16 school year, we only identified a few adjustments that reduced the amount of SRO costs, due to reductions in services. In addition, we noted that the invoices do not list the individual officers' names providing services to the schools.



We noted in the 2015-16 school year, a total of \$13,806.50 for non SRO services was paid using the budget order for SROs (OB09532A16) (see Exhibit 7, page 43).

### **CRITERIA**

The SRO Agreements outline all provisions for each municipality offering SRO services to the District and are approved by the School Board (see Exhibit 2, pages 15-34). The BDSPD participates in an annual budget meeting with the Budget Department to develop each year's annual budget; specifically outlining the budget needed to fund all SRO Agreements. The BDSPD has been responsible for monitoring all SRO Agreements since the 2014-15 school year. Prior to 2014-15, the BDSPD only was budgeted for the SRO Agreements related to elementary schools. The funds for SRO expenditures for the secondary, middle schools and centers were placed in each individual school's budget.

### **CAUSE**

The BDSPD did not comply with SRO Agreement terms and did not monitor their budget to ensure that proper funding was adequate to meet the amounts needed for the SRO Agreements. In addition, we noted inconsistencies with the payment processing procedures and failure to ensure that current funding was matched against current year expenditures.

### **IMPACT**

Due to the BDSPD's non-compliance with SRO Agreement terms and improper monitoring of budgeted funds for the SRO Program, the District did not ensure that the SRO Program was operating in an efficient and effective manner. The mismanagement of the SRO Program resulted in an unplanned budget allocation from the District's General Fund in the amount of \$2.7 million.

### **RECOMMENDATIONS**

We recommend that the BDSPD follow Section 2.08 Payment for SRO Program Services, which requires that the District pay in ten (10) monthly installments with the first invoice being delivered to the District in October and subsequent invoices being delivered to the District on a monthly basis through July. The District should notify the municipality if invoices are not sent for payment on a monthly basis. Payments to municipalities for the entire year's services at year-end or after the start of the next year should be discontinued, in order to comply with Florida Statutes, Chapter 218, Part VII – Local Government Prompt Payment Act, Sections 218.73 and 218.74 and terms outlined in the SRO Agreements. The District should eliminate using current year's budgeted funds to pay for subsequent year's SRO services that have not yet been performed, the result of the 2 and 10-month installment agreements that were initiated in the 2014-15 year. In addition, the District should discontinue the practice of splitting payments to municipalities in which half of the unpaid prior year's invoices and some portion of the current year's invoices are paid in the current school year.

The District should pursue a credit adjustment for the additional installment payment made to the one municipality, which we identified in the audit. The District should collaborate with the Budget Department to ensure budgeted funds are allocated to meet SRO Program costs and action should be taken to ensure financial obligations to municipalities are properly paid in a timely manner. Check requests should not be used as a method to pay SRO invoices.

We recommend that the BDSPD implement the following procedures, in order to improve compliance with SRO Agreements and manage budgeted funds to operate the SRO Program:

1. All SRO Agreements should be approved by the municipality and the School Board prior to the commencement of SRO services, which begin on the first day of each school year. The SRO contracts for the following year should be approved annually, prior to the expiration date of the existing SRO Agreement, preferably by June 30<sup>th</sup> of each year. Also, the District

may wish to consider creating two-year SRO Agreements with optional year extensions, since the terms and payment amounts routinely remain consistent.

2. The BDSPD should collaborate with the Budget Department to ensure that contract amounts for all SRO Agreements are properly funded for the total cost of the SRO services.
3. The BDSPD should create purchase orders for all SRO Agreements prior to the start of the first day of classes each year, so that all funds are encumbered. If additional SROs are added, BDSPD should request budget funds for any increases, prior to allowing the additional SRO services to begin.
4. We recommend that the District revise the SRO Agreement to require timesheets and documentation to substantiate services provided by each SRO, in order to comply with the provision in 2.08 of the SRO Agreement, Payment for SRO Program Services, which allows pro rata reduction in the amount invoiced during any month in which emergency circumstances reduce the amount of SRO services provided by the City.
5. All invoices should identify the individual SRO Officers, in order to reconcile the invoices with the terms of the SRO Agreement and to identify the individuals providing the SRO services. Account statements should not be used as documentation for payments; payments should only be made from invoices.
6. We also recommend that the Principal, who is the on-site contact person for any SROs assigned to the school, contact the BDSPD monthly to confirm that the SRO services provided by the City were satisfactory.
7. The budget order (OB09532A16) should only be used for SRO expenditures, in order to capture the SRO transactions and ensure better monitoring of the SRO program.

### **MANAGEMENT’S RESPONSE FROM THE CHIEF OF STAFF**

Management acknowledges and concurs with Finding #3. All three findings clearly demonstrate a fundamental failure of management within the SIU to appropriately monitor the SRO Agreements. Management is confident the control measures outlined in its response to Finding #1 will resolve this issue and prevent similar occurrence.

Additionally, SIU staff will take the necessary steps to enhance their ability to reconcile the terms of the SRO Agreement and to identify the individuals providing the SRO services. Currently, SIU maintains a list of the SRO’s at each campus. The current SRO Agreement stipulates within Section 2.03 Assignment of SROs, “Whenever possible, the CITY shall assign a replacement officer, on a temporary basis, if the CITY approves the absence of an assigned SRO for a period of absence in excess of two (2) days. The CITY shall promptly advise the principal of the Participating School of the name of any replacement SRO assigned to provide services under this Agreement.” Existing protocols require principals to contact SIU to advise them of situations where their assigned SRO is absent for a period in excess of two (2) days to ensure the CITY fulfills its obligation under this Section, and to ensure appropriate adjustments are made to applicable invoices if a replacement SRO is not promptly assigned to the school.

Moving forward, SIU staff will mandate that all invoices include the name of the SRO assigned to the school; and staff will reconcile the invoices to its assigned list of SRO’s. Additionally, staff will explore the viability of utilizing the District’s STAR badging system as a control measure to monitor when SRO’s are on and leaving school campuses. Reports can subsequently be produced to reconcile services have been provided in accordance with the terms of the Agreement prior to payment of all invoices. These enhancements will be incorporated within the existing Agreement upon their implementation.

**SECTION II**

**EXHIBITS**

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
**School Resource Officer (SRO) Agreements Schedule of Additional Required Funding for 2015-16**  
 Prepared by the Office of the Chief Auditor

A	B	C	D	E	F	G	H
City	Contract Amount	Amounts Paid from Open PO	Amount Available from Encumbered PO for 15/16	As of 4-30-16 Amount Due to Cities for Open Invoices	Amount Due for Invoices for Final Installment Payments for May, June, or July	Shortage of Funds Available to Pay 15/16 Invoices	Comments
						D - (E + F)	
Coconut Creek	\$ 370,016.00	\$ 222,009.60	\$ 148,006.40	\$ 74,003.20	\$ 74,003.20	\$ -	
Coral Springs	\$ 601,276.00	\$ -	\$ 601,276.00	\$ 541,148.40	\$ 60,127.60	\$ -	
Davie	\$ 323,764.00	\$ -	\$ -	\$ 301,831.60	\$ -	\$ (301,831.60)	Reduced by \$21,932.40
Fort Lauderdale	\$ 370,016.00	\$ -	\$ -	\$ 333,014.40	\$ 37,001.60	\$ (370,016.00)	
Hallandale	\$ 194,258.40	\$ 111,004.80	\$ 83,253.60	\$ 55,502.40	\$ 27,751.20	\$ -	
Hollywood	\$ 508,772.00	\$ 254,386.00	\$ 254,386.00	\$ 101,754.40	\$ 152,631.60	\$ -	
Lauderhill	\$ 157,256.80	\$ -	\$ 157,256.80	\$ 157,256.80	\$ -	\$ -	
Margate	\$ 185,008.00	\$ 92,500.00	\$ 92,508.00	\$ 37,000.00	\$ 55,508.00	\$ -	
Miramar	\$ 832,536.00	\$ -	\$ -	\$ 1,040,670.00	\$ 249,760.80	\$ (1,290,430.80)	2014-15 Unpaid Invoice in the amount of \$457,894.80 due
Pembroke Pines	\$ 601,276.00	\$ 240,510.40	\$ 360,765.60	\$ 360,765.60	\$ -	\$ -	
Plantation	\$ 323,764.00	\$ 323,764.00	\$ -	\$ 138,756.00	\$ -	\$ (138,756.00)	2014-15 Unpaid Invoice in the amount of \$138,756 due
Sunrise	\$ 508,772.00	\$ 254,386.00	\$ 254,386.00	\$ 101,754.40	\$ 152,631.60	\$ -	
Wilton Manors	\$ 46,252.00	\$ -	\$ -	\$ 32,376.40	\$ 13,875.60	\$ -	
<b>Subtotal</b>	<b>\$ 5,022,967.20</b>	<b>\$ 1,498,560.80</b>	<b>\$ 1,998,090.40</b>	<b>\$ 3,275,833.60</b>	<b>\$ 823,291.20</b>	<b>\$ (2,101,034.40)</b>	
<b>BSO:</b>							
Cooper City	\$ 231,260.00	\$ 161,882.00	\$ 69,378.00	\$ 46,252.00	\$ 23,126.00	\$ -	
Dania Beach	\$ 92,504.00	\$ 64,752.80	\$ 27,751.20	\$ 18,500.80	\$ 9,250.40	\$ -	
Deerfield Beach	\$ 231,260.00	\$ 161,882.00	\$ 69,378.00	\$ 46,252.00	\$ 23,126.00	\$ -	
Lauderdale Lakes	\$ 185,008.00	\$ 129,505.60	\$ 55,502.40	\$ 37,001.60	\$ 18,500.80	\$ -	
North Lauderdale	\$ 46,252.00	\$ 32,376.40	\$ 13,875.60	\$ 9,250.40	\$ 4,625.20	\$ -	
Oakland Park	\$ 92,504.00	\$ 64,752.80	\$ 27,751.20	\$ 18,500.80	\$ 9,250.40	\$ -	
Parkland	\$ 231,260.00	\$ 161,882.00	\$ 69,378.00	\$ 46,252.00	\$ 23,126.00	\$ -	
Pompano Beach	\$ 416,268.00	\$ 291,387.60	\$ 124,880.40	\$ 83,253.60	\$ 41,626.80	\$ -	
Tamarac	\$ 92,504.00	\$ 64,752.80	\$ 27,751.20	\$ 18,500.80	\$ 9,250.40	\$ -	
Weston	\$ 231,260.00	\$ 161,882.00	\$ 69,378.00	\$ 46,252.00	\$ 23,126.00	\$ -	
<b>Subtotal</b>	<b>\$ 1,850,080.00</b>	<b>\$ 1,295,056.00</b>	<b>\$ 555,024.00</b>	<b>\$ 370,016.00</b>	<b>\$ 185,008.00</b>	<b>\$ -</b>	
<b>Grand Total</b>	<b>\$ 6,873,047.20</b>	<b>\$ 2,793,616.80</b>	<b>\$ 2,553,114.40</b>	<b>\$ 3,645,849.60</b>	<b>\$ 1,008,299.20</b>	<b>\$ (2,101,034.40)</b>	See Note #1

Note #1 - As of April 30, 2016, the amount needed to pay the 2015-16 SRO contracts was \$2,702,310.40. During the May 3, 2016 School Board meeting, the City of Coral Springs SRO agreement in the amount of \$601,276 was approved by the Board. Subsequent to the meeting on May 4, 2016, \$601,276 was added to the SRO budget order. This additional funding of \$601,276 reduced the amount needed to pay the 2015-16 SRO contracts to \$2,101,034.40.



**AGENDA REQUEST FORM**  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:  
**II-1.**

MEETING DATE	May 3 2016 10:15AM - Regular School Board Meeting
AGENDA ITEM	OPEN ITEMS
CATEGORY	II. OFFICE OF THE SUPERINTENDENT
DEPARTMENT	Broward District Schools Police Department

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

TITLE:  
School Resource Officer (SRO) Program Agreement - (2015-2016)

**REQUESTED ACTION:**  
Approve the SRO Agreement with the City of Coral Springs for police officers to serve as School Resource Officers as listed in the Executive Summary.

**SUMMARY EXPLANATION AND BACKGROUND:**  
The Agreement provides for police officers to serve as the School Resource Officers in twelve (12) elementary and seven (7) secondary schools that are operated by the School Board and located in the designation municipal jurisdictions. The School Resource Officer Program is one of the most effective, proactive safety and security programs in our schools.  
See Supporting Docs for continuation of Summary Explanation and Background.  
This Agreement has been reviewed and approved as to form and legal content by the Office of General Counsel.  
This Agreement will be executed after 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 Agreement is Six Hundred Thousand, Two Hundred Seventy-Six Dollars and No/00 Cents (\$601,276.00).  
The Broward District Schools Police Department requests these funds for the 2015-2016 school year from the District Reserves.

**EXHIBITS: (List)**  
(1) Summary Explanation and Background (2) Executive Summary (3) List of Schools (4) Coral Springs 15\_16

**BOARD ACTION:**  
**APPROVED AS AMENDED**  
(See Amendment Attached)  
(For Official School Board Records Office Only)

<b>SOURCE OF ADDITIONAL INFORMATION:</b>	
Name: Frederick A. Davenport	Phone: 754-321-0735
Name: Edward Costello	Phone: 754-321-0725

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
Senior Leader & Title

Craig J. Nichols - Chief Human Resources & Equity Officer  
Signature  
Craig J. Nichols  
4/20/2016, 3:55:20 PM

Approved In Open Board Meeting On: **MAY 03 2016**  
By: *Rosalind Orqued*  
School Board Chair

This cooperative partnership was initiated by the Broward Sheriff's Office dating back to the 1985-86 school year. Now, in its thirty-second year, the SROs concentrate on preventative initiatives such as anti-drug and alcohol programs, conflict mediation and anti-violence, crime initiatives and Stranger Danger. In addition, these officers provide a positive presence and serve as role models for students of all ages, as well as liaisons between schools and law enforcement.

There is revision in the City of Coral Springs Agreement from the standard and previously approved Agreements. Article 3.08 Excess Funds has the following language removed **"Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC."**

The approval of this Agreement will fulfill all 2015-2016 SRO Agreements.

This Agreement has been approved as to form and legal content by the Office of the General Counsel.

**II-1 Amendment May 3, 2016 Regular Meeting**

Motion to Amend (Carried)

Motion was made by Mrs. Good, seconded by Mrs. Rupert and carried, to amend the Agenda Request Form (ARF) under Financial Impact, the last sentence to read, "The Broward District Schools Police Department requests these funds from the District Reserves." ~~for the 2015-2016 school year.~~

Regular School Board Meeting May 3, 2016

II-1 School Resource Officer (SRO) Program Agreement – 2015-2016

Executive Summary

The School Resource Office Program (SRO) is a delinquency prevention program aimed at enhancing the relationship between law enforcement and the students of the Broward County School District. The program is a joint venture between The School Board of Broward County, Florida and the fourteen law enforcement agencies in Broward County.

The program emphasis focusing on developing rapport with students, presenting information to students on various crime prevention subjects, providing law enforcement resource assistance to school personnel, parents, and students, and identifying and counseling youths, thereby diverting them from the juvenile justice system. Through these activities the SRO program helps students, parents and educators develop a better understanding of the role of the law enforcement officer and create a more positive concept of our legal and judicial system.

The SRO Agreement being presented to the Board of May 3, 2016 represent the following municipalities:

**AGENCY**

**SCHOOLS**

**Coral Springs Police Department**

**Elementary:** Coral Park, Coral Springs, County Hills, Eagle Ridge, Forest Hills, James S. Hunt, Maplewood, Park Springs, Parkside, Ramblewood, Riverside, Westchester

**Middle:** Coral Springs, Forest Glen, Ramblewood, Sawgrass Springs

**High:** Coral Glades, Coral Springs, Taravella

For additional information, please contact Interim Chief Frederick Davenport at Broward District Schools Police Department at (754) 321-0735.



**ELEMENTARY SCHOOLS WITH RESOURCE OFFICERS**

**CITY OF CORAL SPRINGS 2015-2016**

Coral Park
Coral Springs
Country Hills
Eagle Ridge
Forest Hills
Hunt, James S.
Maplewood
Park Springs
Parkside
Ramblewood
Riverside
Westchester

**MIDDLE SCHOOLS WITH RESOURCE OFFICERS**

**CITY OF CORAL SPRINGS 2015-2016**

Coral Springs
Forest Glen
Ramblewood
Sawgrass Springs

**MIDDLE SCHOOLS WITH RESOURCE OFFICERS**

**CITY OF CORAL SPRINGS 2015-2016**

Coral Glades
Coral Springs
Taravella

## SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into as of this 3<sup>rd</sup> day of May, 2015, 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"),  
a municipal corporation whose principal place of business is  
2801 Coral Springs Drive  
Coral Springs, Florida 33065.

**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 CITY 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 CITY is willing to assign law enforcement officers to serve as SROs under the SRO Program; and

**WHEREAS**, the CITY 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 CITY 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, 2015 and conclude on September 30, 2016.

2.02 **Participating District Schools.** CITY shall assign six (6) law enforcement officers to serve as SROs at the twelve (12) elementary school(s) operated by SBBC that are listed on the attached **Exhibit “A”** and seven (7) law enforcement officer to serve as SROs at the seven (7) secondary school operated by SBBC that are listed on the attached **Exhibit “A”** (hereafter collectively referred to as “Participating Schools”).

2.03 **Assignment of SROs.** The CITY 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 CITY 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 CITY 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. 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 CITY shall assign a replacement law enforcement officer, on a temporary basis, if the CITY approves the absence of an assigned SRO for a period of absence in excess of two (2) days. The CITY 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 CITY 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 Coordinator – School Safety and School Resource Officer to serve as SBBC's liaison for the SRO Program.

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/00 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 One Thousand, Two Hundred Seventy-Six Dollars and No/00 Cents (\$601,276.00). 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 be in the amount of Sixty Thousand, One Hundred Twenty-Seven Dollars and 60/00 Cents (\$60,127.60). 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.

2.09 **Inspection of CITY's Records by SBBC.** CITY 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 CITY'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 CITY or any of CITY's payees pursuant to this Agreement. CITY'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. CITY'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) CITY's Records Defined. For the purposes of this Agreement, the term "CITY'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 CITY'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 CITY pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide CITY 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 CITY's reasonable security procedures, and shall be provided adequate and appropriate work space at the CITY facility where such records are located in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by CITY 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 CITY'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 CITY in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by CITY. If the audit discloses billings or charges to which CITY is not contractually entitled, CITY 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. CITY 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 CITY 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 CITY 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 CITY.

(h) Inspector General Audits. CITY 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 CITY'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 Police Department  
The School Board of Broward County, Florida  
7720 West Oakland Park Boulevard – Suite 355  
Sunrise, FL 33351

Two to CITY: Chief Tony Pustizzi  
Coral Springs Police Department  
2801 Coral Springs Drive  
Coral Springs, Florida 33065



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 CITY 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 CITY 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 CITY. 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 CITY'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 CITY 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 3.04.

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 CITY for all services rendered through the effective date of termination and the CITY 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.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in

accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

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 CITY requests for student records made to SBBC shall be in compliance with this provision. The CITY 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 CITY 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 CITY 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 CITY, or an officer, employee, agent, representative, contractor, or sub-contractor of the CITY to the extent that the CITY or an officer, employee, agent, representative, contractor, or sub-contractor of the CITY shall either intentionally or 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 and state laws, 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 effect 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.

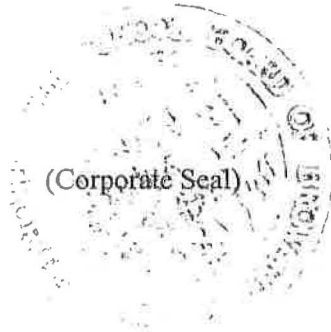
3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such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



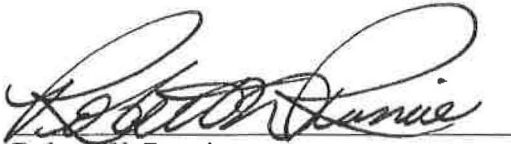
(Corporate Seal)

**FOR SBBC**

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

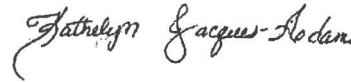
By   
Dr. Rosalind Osgood, Chair

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 Board of  
Broward County, Florida, ou=Office of the General Counsel,  
email=kathelyn.jacques-adams@browardschools.com, c=US  
Reason: City of Coral Springs, Florida - SRO - 2015-2016  
Location: N/A  
Date: 2016.04.05 19:36:57 -04'00'

Office of the General Counsel

FOR CITY

(Municipal Seal)

Debra Thomas  
CITY CLERK

CITY OF CORAL SPRINGS, FLORIDA

By [Signature]  
MAYOR

Approved as to Form:

[Signature]  
CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of March, 2016 by Walter G. Campbell, Jr. on behalf of the City of Coral Springs, Florida. (H) 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

Debra Thomas  
Printed Name of Notary

FF 920451  
Notary's Commission No

(SEAL)

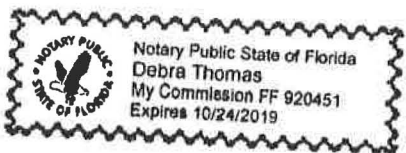


EXHIBIT "A"  
LIST OF PARTICIPATING SCHOOLS

a) Participating Elementary Schools:

Coral Park  
Coral Springs  
Country Hills  
Eagle Ridge  
Forest Hills  
Hunt, James S.  
Maplewood  
Park Springs  
Parkside  
Ramblewood  
Riverside  
Westchester

b) Participating Middle Schools:

Coral Springs  
Forest Glen  
Ramblewood  
Sawgrass Springs

c) Participating High Schools:

Coral Glades  
Coral Springs  
Taravella



Amount of SRO Carry Forward Purchase Orders Allowed to Lapse in the 2015-16 School Year - Prepared by the Office of the Chief Auditor	
Total Amount of 2014-15 Purchase Orders Carried Forward to 2015-16 Fiscal Year	\$1,033,186.95
Total Amount of 2014-15 Purchase Orders Used During 2014-15 School Year	\$550,398.80
Total Amount of 2014-15 Purchase Orders Allowed to Lapse on October 30, 2015	<b>\$482,788.15</b>

Selection List for Entry Documents

Choose Save Selections

FM area SBBC  
 Currency USD  
 Budget Category Payment

Doc	Year	Entry Docu	Line	Verst	Doc. Type	Process	Year	Budget Type	Fund	Funds Center	Omnc Itc	Functional Area	Grant	Funded Prg	Amount LC	Curr
SC	2016	1000111280	000001	0	OPBO	Return	2016	Prior Year Budget Lapse	1000	1205095320	53140000	7902000000000000	NOT RELEVANT	OB09532A16	41,626.80-	USD
	2016	1000114460	000001	0	OPBO	Return	2016		1000	1205095320	53140000	7902000000000000	NOT RELEVANT	OB09532A16	340.30-	USD
	2016	1000115563	000001	0	OPBO	Return	2016		1000	1205095320	53140000	7902000000000000	NOT RELEVANT	OB09532A16	13,875.60-	USD
	2016	1000116707	000001	0	OPBO	Return	2016		1000	1205095320	53140000	7902000000000000	NOT RELEVANT	OB09532A16	37,001.60-	USD
	2016	1000116708	000001	0	OPBO	Return	2016		1000	1205095320	53140000	7902000000000000	NOT RELEVANT	OB09532A16	166,507.20-	USD
	2016	1000116709	000001	0	OPBO	Return	2016		1000	1205095320	53140000	7902000000000000	NOT RELEVANT	OB09532A16	1,427.05-	USD
	2016	1000116779	000001	0	OPBO	Return	2016		1000	1205095320	53140000	7902000000000000	NOT RELEVANT	OB09532A16	37,091.60-	USD
	2016	1000116780	000001	0	OPBO	Return	2016		1000	1205095320	53140000	7902000000000000	NOT RELEVANT	OB09532A16	161,882.00-	USD
	2016	1000116781	000001	0	OPBO	Return	2016		1000	1205095320	53140000	7902000000000000	NOT RELEVANT	OB09532A16	23,126.00-	USD
Prior Year Budget Lapse <span style="float: right;"><b>482,788.15-</b></span>																

1. City of Miramar
2. City of Wilton Manors
3. Town of Davie
4. City of Coconut Creek
5. City of Miramar
6. City of Wilton Manors
7. City of Hallandale
8. City of Plantation
9. City of Wilton Manors



**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
GENERAL FUND  
AD HOC BUDGET REQUEST FORM  
(Please use separate form for each request)**

Division: Chief of Staff Department: BDSPD

**REASON FOR REQUEST**

Select one of the reasons below.

- State Legislation     
  Federal Requirement     
  New Initiative     
  Position(s)

Explain budgetary item(s) being increased and/or reduced and reason(s) for change. Reference to the new legislation, new federal requirement or new initiative is required.

Funds in the amount of \$457,894.80 are being requested to pay the final payment (services have been rendered) on the 14-15 contract for the city of Miramar. Funds for the current SRO budget have been expended to pay prior year and current year (15-16) approved contracts/invoices which has caused the account to be in a deficit. As a result of this deficit, the funds are necessary to pay the outstanding amount.

**FINANCIAL IMPACT**

**FINANCIAL IMPACT:**

Contact Budget Office for assistance in determining financial impact. Include estimated fringe, if applicable.

FUNDING SOURCE: OB09532A16

**PROVIDE LINE OF CODING BELOW:**

Fund	Funds Center	Commitment Item	Functional Area	Funded Program	Amount
1000	1205095320	53140000	7902000000000000	OB09532A16	\$457,894.80

Note: Salary lapse may not be considered as available funds.

- Continuation Funding     
  One-Time Request (Current Year Only)

**SIGNATURES**

Dept. Head Approval: Anthony C. Williams *Anthony C. Williams* 1-11-16  
 (Name) (Signature) (Date)  
 Cabinet Member Approval: Jeffrey Moquin *Jeffrey S. Moquin* 1/21/16  
 (Name) (Signature) (Date)

**BUDGET OFFICE APPROVAL**

Up to \$25,000:  
 Budget Director Oleg Gorokhovskiy \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)  
 (Name)  
 \$25,001 - \$50,000:  
 CFO I. Benjamin Leong \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)  
 (Name)  
 \$50,001 - \$500,000  
 Superintendent Robert W. Runcie \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)  
 (Name)

**SCAN THE SIGNED FORM TO THE BUDGET OFFICE-DEPARTMENT SUPPORT CONF**



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
GENERAL FUND  
AD HOC BUDGET REQUEST FORM  
(Please use separate form for each request)

Division: Chief of Staff

Department: BDSPP

REASON FOR REQUEST

Select one of the reasons below.

- State Legislation
- Federal Requirement
- New Initiative
- Position(s)

Explain budgetary item(s) being increased and/or reduced and reason(s) for change. Reference to the new legislation, new federal requirement or new initiative is required.

Funds in the amount of \$129,505.60 are being requested in order to pay past due invoices for the 15-16 contract for the City of Davie. Funds for the current SRO budget have been expended to pay prior year and current year (15-16) approved contracts/invoices which has caused the account to be in a deficit. As a result of this deficit, the funds are necessary to pay the outstanding amount.

FINANCIAL IMPACT

FINANCIAL IMPACT:

Contact Budget Office for assistance in determining financial impact. Include estimated fringe, if applicable.

FUNDING SOURCE: OB09532A16

PROVIDE LINE OF CODING BELOW:

Fund	Funds Center	Commitment Item	Functional Area	Funded Program	Amount
1000	1205095320	53140000	7902000000000000	OB09532A16	\$129,505.60

Note: Salary lapse may not be considered as available funds.

- Continuation Funding
- One-Time Request (Current Year Only)

SIGNATURES

Dept. Head Approval: Anthony C. Williams Anthony C. Williams 1-12-16  
 (Name) (Signature) (Date)

Cabinet Member Approval: Jeffrey Moquin Jeffrey S. Moquin 1/21/16  
 (Name) (Signature) (Date)

BUDGET OFFICE APPROVAL

Up to \$25,000:  
Budget Director Oleg Gorokhovskiy \_\_\_\_\_  
 (Name) (Signature) (Date)

\$25,001 - \$50,000:  
CFO I. Benjamin Leong \_\_\_\_\_  
 (Name) (Signature) (Date)

\$50,001 - \$500,000  
Superintendent Robert W. Runcie \_\_\_\_\_  
 (Name) (Signature) (Date)

SCAN THE SIGNED FORM TO THE BUDGET OFFICE-DEPARTMENT SUPPORT CONF



**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
GENERAL FUND  
AD HOC BUDGET REQUEST FORM  
(Please use separate form for each request)**

Division: Chief of Staff Department: BDSPD

**REASON FOR REQUEST**

Select one of the reasons below.

- State Legislation     
  Federal Requirement     
  New Initiative     
  Position(s)

Explain budgetary item(s) being increased and/or reduced and reason(s) for change. Reference to the new legislation, new federal requirement or new Initiative is required.

Funds in the amount of \$166,507.20 are being requested in order to pay past due invoices for the 15-16 contract for the City of Miramar. Funds for the current SRO budget have been expended to pay prior year and current year (15-16) approved contracts/invoices which has caused the account to be in a deficit. As a result of this deficit, the funds are necessary to pay the outstanding amount.

**FINANCIAL IMPACT**

**FINANCIAL IMPACT:**

Contact Budget Office for assistance in determining financial impact. Include estimated fringe, if applicable.

FUNDING SOURCE: OB09532A16

**PROVIDE LINE OF CODING BELOW:**

Fund	Funds Center	Commitment Item	Functional Area	Funded Program	Amount
1000	1205095320	53140000	7902000000000000	OB09532A16	\$166,507.20

Note: Salary lapse may not be considered as available funds.

- Continuation Funding     
  One-Time Request (Current Year Only)

**SIGNATURES**

Dept. Head Approval: Anthony C. Williams 1-11-16  
 (Name) (Signature) (Date)  
 Cabinet Member Approval: Jeffrey Moquin 1/21/16  
 (Name) (Signature) (Date)

**BUDGET OFFICE APPROVAL**

Up to \$25,000:  
 Budget Director: Oleg Gorokhovskiy \_\_\_\_\_  
 (Name) (Signature) (Date)  
 \$25,001 - \$50,000:  
 CFO: I. Benjamin Leong \_\_\_\_\_  
 (Name) (Signature) (Date)  
 \$50,001 - \$500,000  
 Superintendent: Robert W. Runcie \_\_\_\_\_  
 (Name) (Signature) (Date)

SCAN THE SIGNED FORM TO THE BUDGET OFFICE-DEPARTMENT SUPPORT CONF



9/15/15

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
 GENERAL FUND  
 AD HOC BUDGET REQUEST FORM  
 (Please use separate form for each request)

Division: Chief of Staff Department: BDSPD

REASON FOR REQUEST

Select one of the reasons below.

- State Legislation       Federal Requirement       New Initiative       Position(s)

Explain budgetary item(s) being increased and/or reduced and reason(s) for change. Reference to the new legislation, new federal requirement or new initiative is required.

The current Board approved SRO contract for the City of Coconut Creek totals \$370,016.00. Currently, the amount available in the Broward District Schools Police Department budget for OB09532A16 (School Resource Officers) is only \$71,626.00. As such, I am requesting additional funding in the amount of \$298,390.00 in order pay the contract for the 2015/2016 school year.

FINANCIAL IMPACT

FINANCIAL IMPACT:

Contact Budget Office for assistance in determining financial impact. Include estimated fringe, if applicable.

FUNDING SOURCE: OB09532A16

PROVIDE LINE OF CODING BELOW:

Fund	Funds Center	Commitment Item	Functional Area	Funded Program	Amount
1000	1205095320	53140000	7902000000000000	Ob09532A16	\$298,390.00

Note: Salary lapse may not be considered as available funds.

- Continuation Funding       One-Time Request (Current Year Only)

SIGNATURES

Dept. Head Approval: Anthony C. Williams Anthony C. Williams 9-1-15  
 (Name) (Signature) (Date)  
 Cabinet Member Approval: Jeffrey S. Moquin Jeffrey S. Moquin  
 (Name) (Signature) (Date)

BUDGET OFFICE APPROVAL

Up to \$25,000:  
 Budget Director Oleg Gorokhovskiy  
 (Name) (Signature) (Date)  
 \$25,001 - \$50,000:  
 CFO I. Benjamin Leong  
 (Name) (Signature) (Date)  
 \$50,001 - \$500,000  
 Superintendent Robert W. Runcle  
 (Name) (Signature) (Date)

SCAN THE SIGNED FORM TO THE BUDGET OFFICE-DEPARTMENT SUPPORT CONF

Audit of the School Resource Officers Program Agreement			
Unused SRO Budgeted Funds Returned to General Fund (2007-08 through 2014-2015)			
Prepared by the Office of the Chief Auditor			
Year	SRO Funded Amount	Total Expenditures and Encumbered Funds	Amount Unused and Returned to G/L
2014-15	\$5,951,762.05	\$5,899,987.05	\$51,775.00
2013-14	\$2,266,342.00	\$2,220,096.00	\$46,246.00
2012-13	\$2,543,854.00	\$2,520,734.00	\$23,120.00
2011-12	\$1,771,398.00	\$1,502,013.00	\$269,384.00
2010-11	\$1,771,398.00	\$1,763,181.40	\$8,216.00
2009-10	\$1,299,416.00	\$1,276,803.00	\$22,613.00
2008-09	\$1,316,048.00	\$1,286,909.00	\$29,139.00
2007-08	\$1,212,000.00	\$868,800.00	\$342,200.00
Total SRO Funding Returned to the General Fund for the period 2007-08 through 2014-15			\$792,693.00
Information obtained from SAP Budget Reports			

Note: For the 2015-16 school year, a total of \$399,672.94 of available funds was unused and returned to the District's General Fund. A request for the funds to be returned to the BDSPD's budget was made in the 2016-17 school year by District administration.

**Display Annual Values of Control Objects**

Details Documents

**Control Objects Data: Annual Values**

FM Area	SBBC (USD)	Grant Fund	NOT RELEVANT
Fiscal Year	2012	Funds Center	1000
Control Ledger	9H	Commitment Item	<Space>
		Functional Area	53000000
		Funded Program	7900000000000000
			0809532A16

Hierarchy of Control Objects - Budget Addresses - Posting ... Consumable ... Consumed Amt Available Amt

OB09532A16	1,771,398.00	1,502,013.60	269,384.40
------------	--------------	--------------	------------

Audit of the School Resource Officers (SRO) Agreements for the Period from July 1, 2010 through June 30, 2016					
Total Amount of Budget Shortage Based on Value of all SRO Agreements					
Prepared by the Office of the Chief Auditor					
Fiscal Year	SRO Agreements Amounts Approved by Board	Total Amount Budgeted for SRO Agreements	Total Amount of Budget Shortage to Administer SRO Agreements	Comments	
2015-16	\$6,873,047.00	\$6,706,540.00	\$166,507.00		
2014-15	\$6,873,047.00	\$6,707,437.00	\$165,610.00	The funding for all SRO schools was \$6,706,540. The net funds used were \$5,951,762.05. This was due to adjustments of \$1,033,186.95 which were carried over to the 2015-16 year, plus a budget adjustment of \$897 and a budget carry-over of \$277,512 from the 2013-14 year.	
2014-15 Two Month Agreements	\$1,378,309.60	\$0.00	\$1,378,309.60	The Board approved these two month SRO Agreements; however, the BDSPP budgets were not increased to reflect the amount of these Agreements.	
Prior to the 2014-15 school year, the Broward District Schools Police Department only budgeted for the Elementary SRO officers.					
2013-14	\$2,830,622.40	\$2,266,342.00	\$564,280.40	The entire SRO Agreements totaled \$6,553,908.40. The Elementary Schools' portion was \$2,830,622.40. The Secondary Schools (Middle, High & Centers) totaled \$3,723,286.	
2012-13	\$2,728,868.00	\$2,543,854.00	\$185,014.00	The entire SRO Agreements totaled \$6,290,272. The Elementary Schools' portion was \$2,728,868. The Secondary Schools (Middle, High & Centers) totaled \$3,561,404.	
2011-12	\$2,543,860.00	\$1,771,398.00	\$772,462.00	The entire SRO Agreements totaled \$5,838,158.70. The Elementary Schools' portion was \$2,543,860. The Secondary Schools (Middle, High & Centers) totaled \$3,294,298.70.	
2010-11	\$1,922,139.00	\$1,771,398.00	\$150,741.00	The entire SRO Agreements totaled \$4,371,924. The Elementary Schools' portion was \$1,922,139. The Secondary Schools (Middle, High & Centers) totaled \$2,449,785.	

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
**School Resource Officer (SRO) Agreements Payment Schedule as of April 30, 2016**  
 2015 - 2016

A City	B		C		D FY 2015 - 2016		E	F	G	H	I	J	K	L	M	N	O
	Agreement Amount	# SRO	Agreement Amount	# SRO	Agreement Amount	# SRO	Agreement Amount	Elementary	# SRO	15/16 Money Used to pay 14/15 Invoices	Amount of 14/15 Carry Forward Allowed to Lapse	Total Spent on 15/16 Using PO	Amount of 14/15 Carry Forward Used to Pay 14/15 Invoices	Amount Available from Encumbered PO for 15/16	As of 4-30-16 Amount Due to Cities for Open Invoices	Amount Due for Final Installment Payments for May, June, or July	Overage or Shortage of Funds Available to Pay 15/16 Invoices L - (M + N)
Coconut Creek	\$ 370,016.00	8	\$ 231,260.00	5	\$ 138,756.00	3	\$ 138,756.00	3	\$ 148,006.40	\$ 37,001.60	\$ 222,009.60	\$ -	\$ 74,003.20	\$ 74,003.20	\$ 74,003.20	\$ 74,003.20	\$ -
Coral Springs	\$ 601,276.00	13	\$ 323,764.00	7	\$ 277,512.00	6	\$ 277,512.00	6	\$ 180,382.80	\$ -	\$ -	\$ 420,893.20	\$ -	\$ 601,276.00	\$ 541,148.40	\$ 601,276.00	\$ -
Davie	\$ 323,764.00	7	\$ 231,260.00	5	\$ 92,504.00	2	\$ 92,504.00	2	\$ 129,505.60	\$ 13,875.60	\$ -	\$ -	\$ 64,752.80	\$ -	\$ 301,831.60	\$ -	\$ (301,831.60)
Fort Lauderdale	\$ 370,016.00	8	\$ 370,016.00	8	\$ -	0	\$ -	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 333,014.40	\$ 37,001.60	\$ (370,016.00)
Hallandale	\$ 194,258.00	4	\$ 138,756.00	3	\$ 55,502.40	1	\$ 138,756.00	3	\$ 92,504.00	\$ 37,001.60	\$ 111,004.80	\$ -	\$ -	\$ 83,253.60	\$ 55,502.40	\$ 27,751.20	\$ -
Hollywood	\$ 508,772.00	11	\$ 370,016.00	8	\$ 138,756.00	3	\$ 138,756.00	3	\$ 254,386.00	\$ -	\$ 254,386.00	\$ -	\$ -	\$ 254,386.00	\$ 101,754.40	\$ 152,631.60	\$ -
Lauderhill	\$ 157,257.00	4	\$ 64,752.80	2	\$ 92,504.00	2	\$ 92,504.00	2	\$ 27,751.20	\$ -	\$ -	\$ -	\$ -	\$ 157,256.80	\$ 157,256.80	\$ -	\$ -
Margate	\$ 185,008.00	4	\$ 46,252.00	1	\$ 138,756.00	3	\$ 138,756.00	3	\$ 55,502.40	\$ -	\$ 92,500.00	\$ -	\$ -	\$ 92,508.00	\$ 37,000.00	\$ 55,508.00	\$ -
Miramar	\$ 832,536.00	18	\$ 323,764.00	7	\$ 508,772.00	11	\$ 508,772.00	11	\$ 208,134.00	\$ 208,134.00	\$ -	\$ -	\$ -	\$ -	\$ 1,040,670.00	\$ 249,760.80	\$ (1,290,430.80)
Pembroke Pines	\$ 601,276.00	13	\$ 323,764.00	7	\$ 277,512.00	6	\$ 277,512.00	6	\$ 180,382.80	\$ -	\$ 240,510.40	\$ -	\$ -	\$ 360,765.60	\$ 360,765.60	\$ -	\$ -
Plantation	\$ 323,764.00	7	\$ 185,008.00	4	\$ 138,756.00	3	\$ 138,756.00	3	\$ 120,255.20	\$ 161,882.00	\$ 323,764.00	\$ 64,752.80	\$ -	\$ -	\$ 138,756.00	\$ -	\$ (138,756.00)
Sunrise	\$ 508,772.00	11	\$ 138,756.00	3	\$ 370,016.00	8	\$ 370,016.00	8	\$ 203,508.80	\$ -	\$ 254,386.00	\$ -	\$ -	\$ 254,386.00	\$ 101,754.40	\$ 152,631.60	\$ -
Wilton Manors	\$ 46,252.00	1	\$ -	0	\$ 46,252.00	1	\$ 46,252.00	1	\$ 24,893.35	\$ 24,893.35	\$ -	\$ -	\$ -	\$ 46,252.00	\$ 32,376.40	\$ 13,875.60	\$ -
<b>Subtotal</b>	<b>\$ 5,022,967.00</b>	<b>109</b>	<b>\$ 2,747,368.80</b>	<b>60</b>	<b>\$ 2,275,598.40</b>	<b>49</b>	<b>\$ 2,275,598.40</b>	<b>49</b>	<b>\$ 1,392,185.20</b>	<b>\$ 482,788.15</b>	<b>\$ 1,498,560.80</b>	<b>\$ 550,398.80</b>	<b>\$ 1,998,090.40</b>	<b>\$ 3,275,833.60</b>	<b>\$ 823,291.20</b>	<b>\$ (2,101,034.40)</b>	
BSO																	
Cooper City	\$ 231,260.00	5	\$ 92,504.00	2	\$ 138,756.00	3	\$ 138,756.00	3	\$ 69,378.00	\$ -	\$ 161,882.00	\$ -	\$ -	\$ 69,378.00	\$ 46,252.00	\$ 23,126.00	\$ -
Dania Beach	\$ 92,504.00	2	\$ 46,252.00	1	\$ 46,252.00	1	\$ 46,252.00	1	\$ 27,751.20	\$ -	\$ 64,752.80	\$ -	\$ -	\$ 27,751.20	\$ 18,500.80	\$ 9,250.40	\$ -
Deerfield Beach	\$ 231,260.00	5	\$ 92,504.00	2	\$ 138,756.00	3	\$ 138,756.00	3	\$ 69,378.00	\$ -	\$ 161,882.00	\$ -	\$ -	\$ 69,378.00	\$ 46,252.00	\$ 23,126.00	\$ -
Lauderdale Lakes	\$ 185,008.00	4	\$ 138,756.00	3	\$ 46,252.00	1	\$ 46,252.00	1	\$ 55,502.40	\$ -	\$ 129,505.60	\$ -	\$ -	\$ 55,502.40	\$ 37,001.60	\$ 18,500.80	\$ -
North Lauderdale	\$ 46,252.00	1	\$ 46,252.00	1	\$ -	0	\$ -	0	\$ 13,875.60	\$ -	\$ 32,376.40	\$ -	\$ -	\$ 13,875.60	\$ 9,250.40	\$ 4,625.20	\$ -
Oakland Park	\$ 92,504.00	2	\$ 92,504.00	2	\$ -	0	\$ -	0	\$ 27,751.20	\$ -	\$ 64,752.80	\$ -	\$ -	\$ 27,751.20	\$ 18,500.80	\$ 9,250.40	\$ -
Parkland	\$ 231,260.00	5	\$ 92,504.00	2	\$ 138,756.00	3	\$ 138,756.00	3	\$ 69,378.00	\$ -	\$ 161,882.00	\$ -	\$ -	\$ 69,378.00	\$ 46,252.00	\$ 23,126.00	\$ -
Pompano Beach	\$ 416,268.00	9	\$ 277,512.00	6	\$ 138,756.00	3	\$ 138,756.00	3	\$ 124,880.40	\$ -	\$ 291,387.60	\$ -	\$ -	\$ 124,880.40	\$ 83,253.60	\$ 41,626.80	\$ -
Tamarac	\$ 92,504.00	2	\$ 46,252.00	1	\$ 46,252.00	1	\$ 46,252.00	1	\$ 27,751.20	\$ -	\$ 64,752.80	\$ -	\$ -	\$ 27,751.20	\$ 18,500.80	\$ 9,250.40	\$ -
Weston	\$ 231,260.00	5	\$ 138,756.00	3	\$ 92,504.00	2	\$ 92,504.00	2	\$ 69,378.00	\$ -	\$ 161,882.00	\$ -	\$ -	\$ 69,378.00	\$ 46,252.00	\$ 23,126.00	\$ -
<b>Subtotal</b>	<b>\$ 1,850,080.00</b>	<b>40</b>	<b>\$ 1,063,796.00</b>	<b>23</b>	<b>\$ 786,284.00</b>	<b>17</b>	<b>\$ 786,284.00</b>	<b>17</b>	<b>\$ 555,024.00</b>	<b>\$ -</b>	<b>\$ 1,295,056.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 555,024.00</b>	<b>\$ 370,016.00</b>	<b>\$ 185,008.00</b>	<b>\$ (2,101,034.40)</b>
<b>Grand Total</b>	<b>\$ 6,873,047.00</b>	<b>149</b>	<b>\$ 3,811,164.80</b>	<b>83</b>	<b>\$ 3,061,882.40</b>	<b>66</b>	<b>\$ 3,061,882.40</b>	<b>66</b>	<b>\$ 1,947,209.20</b>	<b>\$ 482,788.15</b>	<b>\$ 2,793,616.80</b>	<b>\$ 550,398.80</b>	<b>\$ 2,553,114.40</b>	<b>\$ 3,645,849.60</b>	<b>\$ 1,008,299.20</b>	<b>\$ (2,101,034.40)</b>	

See Page 43



SRO Reconciliation for 2015-16 Fiscal Year as of 4/30/16

OB09532A16 \$7,858,214.80

SRO Budget for 2015-16 Fiscal Year		\$6,706,540.00
Budget Increase for City of Coral Springs on 5/4/16		\$601,276.00
Carry Forward P.O's from 2014-15 Fiscal Year	\$1,033,186.95	
Less Carry Forward P.O's from 2014-15 That Lapsed on 10/30/15	<u>-\$482,788.15</u>	<u>\$550,398.80</u>
Total 2015-16 Adjusted Budget		\$7,858,214.80

Total 2015-16 SRO Consumed Amounts **\$7,256,870.50**

Amount of 2014-15 Carry Forward Used to Pay 2014-15 Invoices	-\$550,398.80	
2015-16 Funds Used to Pay 2014-15 Unpaid Invoices	-\$1,947,209.20	
Total Spent on 2015-16 Invoices with 2015-16 Budgeted Funds	-\$2,793,616.80	
Amount of Available Encumbered P.Os for 2015-16 Fiscal Year *	-\$1,951,838.40	
Expenditures for Other Services (Not SROs)	-\$13,806.50	
P.O. #7516002672 Remaining Balance \$.80	<u>-\$0.80</u>	<u>-\$7,256,870.50</u>

See Page 42

Available Balance

**\$601,344.30**

\* \$2,553,114.40 less Funds added for City of Coral Springs Not Encumbered to Date \$601,276 = \$1,951,838.40

Display Annual Values of Control Objects

Details Documents

Control Objects Data: Annual Values

FM Area  
Fiscal Year  
Control Ledger

SBBC (USD)  
2016  
9H

Grant  
Fund  
Funds Center  
Commitment Item  
Functional Area  
Funded Program



Hierarchy of Control Objects - Budget Addresses - Posting ...	Consumable ...	Consumed Amt	Available Amt
▶ OB09532A16	7,858,214.80	7,256,870.50	601,344.30

# The Florida Senate

## 2016 Florida Statutes

<u>Title XIV</u> TAXATION AND FINANCE	<u>Chapter 218</u> FINANCIAL MATTERS PERTAINING TO POLITICAL SUBDIVISIONS  <b>Entire Chapter</b>	<b>PART VII</b> <b>LOCAL GOVERNMENT PROMPT  PAYMENT ACT</b> (ss. 218.70-218.80)
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### PART VII

#### LOCAL GOVERNMENT PROMPT PAYMENT ACT

- 218.70 Popular name.
- 218.71 Purpose and policy.
- 218.72 Definitions.
- 218.73 Timely payment for nonconstruction services.
- 218.735 Timely payment for purchases of construction services.
- 218.74 Procedures for calculation of payment due dates.
- 218.75 Mandatory interest.
- 218.76 Improper payment request or invoice; resolution of disputes.
- 218.77 Payment by federal funds.
- 218.78 Report of interest.
- 218.79 Repeal of conflicting laws.
- 218.80 Public Bid Disclosure Act.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

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Select Year:  

## The 2016 Florida Statutes

[Title XIV](#)  
TAXATION AND  
FINANCE

[Chapter 218](#)  
FINANCIAL MATTERS PERTAINING TO POLITICAL  
SUBDIVISIONS

[View Entire  
Chapter](#)

**218.73 Timely payment for nonconstruction services.**—The time at which payment is due for a purchase other than construction services by a local governmental entity must be calculated from:

- (1) The date on which a proper invoice is received by the chief disbursement officer of the local governmental entity after approval by the governing body, if required; or
- (2) If a proper invoice is not received by the local governmental entity, the date:
  - (a) On which delivery of personal property is accepted by the local governmental entity;
  - (b) On which services are completed;
  - (c) On which the rental period begins; or
  - (d) On which the local governmental entity and vendor agree in a contract that provides dates relative to payment periods;

whichever date is latest.

History.—s. 4, ch. 89-297; s. 2, ch. 95-331; s. 2, ch. 2001-169.

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Select Year:  

## The 2016 Florida Statutes

Title XIV  
TAXATION AND  
FINANCE

Chapter 218  
FINANCIAL MATTERS PERTAINING TO POLITICAL  
SUBDIVISIONS

View Entire  
Chapter

### **218.74 Procedures for calculation of payment due dates.—**

(1) Each local governmental entity shall establish procedures whereby each payment request or invoice received by the local governmental entity is marked as received on the date on which it is delivered to an agent or employee of the local governmental entity or of a facility or office of the local governmental entity.


(2) The payment due date for a local governmental entity for the purchase of goods or services other than construction services is 45 days after the date specified in s. [218.73](#). The payment due date for the purchase of construction services is specified in s. [218.735](#).

(3) If the terms under which a purchase is made allow for partial deliveries and a payment request or proper invoice is submitted for a partial delivery, the time for payment for the partial delivery must be calculated from the time of the partial delivery and the submission of the payment request or invoice in the same manner as provided in s. [218.73](#) or s. [218.735](#).

(4) All payments, other than payments for construction services, due from a local governmental entity and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. The vendor must invoice the local governmental entity for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. For the purposes of this section, the term "1 month" means a period beginning on any day of one month and ending on the same day of the following month.

**History.** — s. 4, ch. 89-297; s. 4, ch. 95-331; s. 4, ch. 2001-169.

201374179



**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
600 Southeast Third Avenue, Fort Lauderdale, FL 33301

**BANK OF AMERICA, NA**  
083000047

63-4/630

**DISBURSEMENT ACCOUNT**

THE SUM OF  
\* ONE HUNDRED EIGHTY THOUSAND THREE HUNDRED EIGHTY-TWO AND 80/100  
ONLY \*\*\*

Date: 08/06/15      Check#: 0002372076

\$\*\*\*\*\*180,382.80\*\*\*

**PAY TO THE ORDER OF**

CITY OF PEMBROKE PINES (SRO)  
FINANCE DEPARTMENT SRO DIV  
10100 PINES BLVD - 4TH FLOOR  
PEMBROKE PINES FL 33025

*Dana Kay*  
\_\_\_\_\_  
*Scott Rennie*  
\_\_\_\_\_  
VOID AFTER 90 DAYS

⑈0002372076⑈ ⑆083000047⑆ 005500502579⑈

FOR DEPOSIT ONLY  
City of Pembroke Pines  
7600489127

Tag	Serial Number	Note Payee Name	Item Date Volume ID	Account Number ImgVolNo	Amount
No	2372076	No	08/12/2015 15090200062601	5500502579 1	180382.80

5401458377



**City of Pembroke Pines**

10100 Pines Boulevard  
Pembroke Pines, FL 33026

**INVOICE**

DATE: February 26, 2015  
INVOICE # 513788  
CUSTOMER ID: 10066

**BILL TO:**

School Board of Broward County, The  
7720 W Oakland Pk Blvd  
Suite 355  
Sunrise FL 33351-6704

TERMS: DUE UPON RECEIPT

124736  
307830

FOR		DEPT	
SRO Service for March 2015		ACCOUNTING	
QTY	DESCRIPTION	RATE	AMOUNT
1	March 2015 SRO	60,127.60	60,127.60

RECEIVED  
ACCOUNTING & FINANCIAL  
REPORTING DEPARTMENT  
AUG -4 AM 11:52  
THE SCHOOL BOARD OF  
BROWARD COUNTY, FLORIDA

Note: Represents  
2015-16 purchase  
order to pay  
2014-15 invoices

P.O. 75100021034  
Date Goods/Services Received 6/5/15  
Received by Shannon Quiba  
Approval *[Signature]* Date

**Comments:**  
16 law enforcement officers for the period of March 2015 at the rate of \$60,127.60 per month accordance to the School Resource Officer Agreement.  
Prepared by: \_\_\_\_\_  
Yeney Formoso

SUBTOTAL 60,127.60  
CREDIT MEMOS 0.00  
TOTAL 60,127.60

Payments will be applied first to the LATE PAYMENT CHARGES and then from the oldest charges to the most current charges.

Accounts over 30 days will be charged 1% interest per month. Please be advised that failure to make timely payments to this account may result in the matter being turned over to a debt collection Agency and/or legal counsel.

**For questions concerning this Invoice please contact:** Email yformoso@ppines.com  
Yeney Formoso at (954) 435-6558

Cut here and return bottom portion with your payment

Make checks payable to:  
City of Pembroke Pines  
4th Floor A/R  
10100 Pines Boulevard  
Pembroke Pines, FL 33026



Cust ID	10066
Invoice No.	513788
Invoice Total	\$60,127.60

Amount Paid

5401458376



City of Pembroke Pines RECEIVED  
ACCOUNTING & FINANCIAL  
REPORTING DEPT.  
10100 Pines Boulevard  
Pembroke Pines, FL 33026

# INVOICE

DATE: April 14, 2015  
INVOICE # 513929  
CUSTOMER ID: 10066

2015 APR 24 AM 9:36

THE SCHOOL BOARD OF  
BROWARD COUNTY, FLORIDA

**BILL TO:**

School Board of Broward County, The  
7720 W Oakland Pk Blvd  
Suite 355  
Sunrise FL 33351-6704

TERMS: DUE UPON RECEIPT

124736  
307830

QTY	DESCRIPTION	RATE	AMOUNT
	SRO Service for April 2015	60,127.60	60,127.60

BROWARD DISTRICT SCHOOLS  
POLICE DEPARTMENT

2015 APR 17 PM 12:47

SCHOOL BOARD OF  
BROWARD COUNTY, FL

Note: Represents  
2015-16 purchase  
order to pay  
2014-15 invoices

P.O. # 7510002034

Date Goods/Services Received	4/15/15
Received by	Sharon Dink
Approval	[Signature]
Date	4-17-15

**Comments:**  
16 law enforcement officers for the period of April 2015 at the rate of \$60,127.60 per month in accordance to the School Resource Officer Agreement.

Prepared by: Yeny Formoso

AUG -4 AM 11:52

SUBTOTAL 60,127.60  
CREDIT MEMOS 0.00  
TOTAL 60,127.60

Payments will be applied first to the LATE PAYMENT CHARGES and then from the oldest charges to the most current charges.

Accounts over 30 days will be charged 1% interest per month. Please be advised that failure to make timely payments to this account may result in the matter being turned over to a debt collection Agency and/or legal counsel.

For questions concerning this invoice please contact: Email yformoso@ppines.com  
Yeny Formoso at (954) 435-6558

Cut here and return bottom portion with your payment

Make checks payable to:  
City of Pembroke Pines  
4th Floor A/R  
10100 Pines Boulevard  
Pembroke Pines, FL 33026

Cust ID	10066
Invoice No.	513929
Invoice Total	\$60,127.60
Amount Paid	0.00

5401458375



**City of Pembroke Pines**  
 10100 Pines Boulevard  
 Pembroke Pines, FL 33026  
 ACCOUNTING & FINANCIAL REPORTING DEPARTMENT

**INVOICE**

DATE: June 03, 2015  
 INVOICE # 514105  
 CUSTOMER ID: 10066

AUG -4 AM 11:52

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

**BILL TO:**  
 School Board of Broward County, The  
 7720 W Oakland Pk Blvd  
 Suite 355  
 Sunrise FL 33351-6704

TERMS: DUE UPON RECEIPT

124736  
 307830

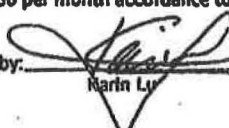
FOR	DEPT		
SRO Service for May 2015.	FINANCE		
CITY	DESCRIPTION	RATE	AMOUNT
1	May 2015 SRO	60,127.60	60,127.60

Note: Represents 2015-16 purchase order to pay 2014-15 invoices

P.O. 7516002634

Date Goods/Services Received	4/5/15
Received by	Sharon Dube
Approval	
	Date

**Comments:**  
 16 law enforcement officers for the period of May 2015 at the rate of \$60,127.60 per month accordance to the School Resource Officer Agreement.

Prepared by:   
 Karin Lu

SUBTOTAL 60,127.60  
 CREDIT MEMOS 0.00  
**TOTAL 60,127.60**

Payments will be applied first to the LATE PAYMENT CHARGES and then from the oldest charges to the most current charges.

Accounts over 30 days will be charged 1% interest per month. Please be advised that failure to make timely payments to this account may result in the matter being turned over to a debt collection Agency and/or legal counsel.

For questions concerning this invoice please contact: [klu@ppines.com](mailto:klu@ppines.com)  
 Karin Lu at (954) 435-6558

Cut here and return bottom portion with your payment



Make checks payable to:  
 City of Pembroke Pines  
 4th Floor A/R  
 10100 Pines Boulevard  
 Pembroke Pines, FL 33026

Cust ID	10066
Invoice No.	514105
Invoice Total	\$60,127.60
Amount Paid	



**AGENDA REQUEST FORM**  
**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**Exhibit 10**

Meeting Date <b>7/22/2014</b>	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; padding: 5px; text-align: center;"> <b>Open Agenda</b>  <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No             </td> <td style="width:50%; padding: 5px; text-align: center;"> <b>Special Order Request</b>  <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No             </td> </tr> </table>	<b>Open Agenda</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Special Order Request</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agenda Item Number <b>II-1</b>				
<b>Open Agenda</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Special Order Request</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
TITLE:	<b>School Resource Officer (SRO) Program Agreements -- (2013-2014)</b>							
REQUESTED ACTION:	Approve the SRO Agreements with designated municipalities for police officers to serve as School Resource Officers as listed in the Executive Summary.							
SUMMARY EXPLANATION AND BACKGROUND:	The Agreements provide for police officers to serve as School Resource Officers in eleven (11) elementary, seven (7) middle, six (6) high schools that are operated by the School Board and located in the designated municipal police jurisdictions. The School Resource Officer Program is one of the most effective, proactive safety and security programs in our schools. This cooperative partnership was initiated by the Broward Sheriff's Office dating back to the 1985-86 school year. Now, in its twenty-ninth year, the SROs concentrate on preventative initiatives such as anti-drug and alcohol programs, conflict mediation and anti-violence, crime initiatives and Stranger Danger. In addition, these officers provide a positive presence and serve as role models for students of all ages, as well as liaisons between schools and law enforcement.  These Agreements have been approved as to form and legal content by the School Board Attorney Office of the General Counsel.							
SCHOOL BOARD GOALS:	<table style="width:100%;"> <tr> <td style="width:10%;"><input type="checkbox"/></td> <td>•Goal 1: High Quality Instruction</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>•Goal 2: Continuous Improvement</td> </tr> <tr> <td><input type="checkbox"/></td> <td>•Goal 3: Effective Communication</td> </tr> </table>		<input type="checkbox"/>	•Goal 1: High Quality Instruction	<input checked="" type="checkbox"/>	•Goal 2: Continuous Improvement	<input type="checkbox"/>	•Goal 3: Effective Communication
<input type="checkbox"/>	•Goal 1: High Quality Instruction							
<input checked="" type="checkbox"/>	•Goal 2: Continuous Improvement							
<input type="checkbox"/>	•Goal 3: Effective Communication							
FINANCIAL IMPACT:	The financial impact of the SRO Program is \$1,202,552. The source of funds is the schools' budgets for the 2013 - 2014 school year.							
EXHIBITS: (List)	Executive Summary pp. 1 List of schools with SROs and the participating municipalities pp. 1 2013 - 2014 SRO Agreements							
BOARD ACTION:  <div style="font-size: 2em; font-weight: bold; text-align: center;">APPROVED</div>	SOURCE OF ADDITIONAL INFORMATION: Frederick A. Davenport <i>Frederick A. Davenport</i> 754-321-0735 Robert A. Dinkel, Jr. <i>Robert A. Dinkel, Jr.</i> 754-321-0740 Amanda Bailey <i>Amanda Bailey</i> 754-321-1840							
(For Official School Board Records' Office Only)	Name	Phone						

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

**Robert W. Runcie**  
 Superintendent of Schools *Robert W. Runcie*


**JUL 22 2014**

Approved in Open Board Meeting on: \_\_\_\_\_

By: *[Signature]* \_\_\_\_\_ School Board Chair

Form #4189  
 Revised 12/12  
 RWR/AB/FAD/RAD/mh

213893

 **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
 800 Southeast Third Avenue, Fort Lauderdale, FL 33301

**BANK OF AMERICA, NA**      83-4/830  
 063000047

**DISBURSEMENT ACCOUNT**

**Date:** 08/24/14      **Check#:** 0002338474

**THE SUM OF**  
 \* FIVE HUNDRED EIGHT THOUSAND SEVEN HUNDRED SEVENTY-TWO AND 00/100  
 ONLY \*\*\*

**PAY TO THE ORDER OF**      **CITY OF MIRAMAR FINANCE DEPT**  
 2300 CIVIC CENTER PLACE  
 MIRAMAR FL 33025

*[Signature]*  
 VOID AFTER 80 DAYS

⑈0002338474⑈ ⑆063000047⑆

**ENDORSE HERE**

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
 RESERVED FOR FINANCIAL INSTITUTION USE

**FEDERAL RESERVE BOARD OF GOVERNORS' REG. CC**

Tag	Serial Number	Note Payee Name	Item Date Volume ID	Account Number ImgVolNo	Amount
No	2338474	No	10/02/2014 14110460091801	5500502579	508772.00

5401301602

**INVOICE**



CITY OF MIRAMAR,  
2300 CIVIC CENTER PLACE  
MIRAMAR, FL 33025

RECEIVED  
ACCOUNTING & FINANCIAL  
REPORTING DEPARTMENT

2014 SEP 10 AM 8:09

THE SCHOOL BOARD OF  
BROWARD COUNTY, FLORIDA

SCHOOL BOARD OF BROWARD COUNTY  
ATTN: DORIS CARPENTER  
7720 WEST OAKLAND PARK BLVD.  
3RD FLOOR  
SUNRISE, FL 33351 USA

Invoice Date	Invoice No.
08/07/2014	4118
Customer Number	
10357	
Invoice Total Due	
\$508,772.00	
Due Date	
08/07/2014	

00000182014900004118600508772001

Please remit payment by due date to avoid late fees.

Description	Quantity	Price	UOM	Original Bill	Adjustment	Paid	Amount Due
SCHOOL RESOURCE OFFICER SRO FOR AUGUST 2013 - MAY 2014 FOR THE FOLLOWING ELEMENTARY SCHOOLS: A.C PERRY, COCONUT PALM, CORAL COVE, DOLPHIN BAY, FAIRWAY, MIRAMAR, SEA CASTLE, SILVER LAKES, SILVER SHORES, SUNSET LAKES, SUNSHINE.	11.00	\$46,262.00	EACH	\$508,772.00	\$0.00	\$0.00	\$508,772.00

Note: Represents  
2014-15 purchase  
order used to pay  
2013-14 invoices

PO # 1515005161

Date Goods/Services Received \_\_\_\_\_  
 Received by \_\_\_\_\_  
 Approval *[Signature]* Date 8-12-14

SCHOOL BOARD OF BROWARD COUNTY  
ATTN: DORIS CARPENTER  
7720 WEST OAKLAND PARK BLVD.  
3RD FLOOR  
SUNRISE, FL 33351 USA

Invoice Date	Invoice No.
08/07/2014	4118
Customer Number	
10357	
Invoice Total Due	
\$508,772.00	
Due Date	
08/07/2014	

ORIGINAL  
COPY



**AGENDA REQUEST FORM**  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

MEETING DATE	Sep 16 2014 10:15AM - Regular School Board Meeting
AGENDA ITEM	OPEN ITEMS
CATEGORY	II. OFFICE OF THE SUPERINTENDENT
DEPARTMENT	Broward District Schools Police Department

ITEM No.:  
**II-1.**

**TITLE:**  
School Resource Officer (SRO) Program Agreements - BSO - (2014-2015)

**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:**  
The Agreements provide for Deputies to serve as School Resource Officers in thirty one (31) elementary, twelve (12) middle, eight (8) high schools and three (3) centers that are operated by the School Board and located in the Broward Sheriff's Office jurisdiction. The School Resource Officer Program is one of the most effective, proactive safety and security programs in our schools. See Supporting Docs for continuation of Summary Explanation and Background. These Agreements have been approved as to form and legal content by the Office of the General Counsel.

**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 \$2,220,096. The source of funds is the Broward District Schools Police Department budget for the 2014-2015 school year.

**EXHIBITS: (List)**  
(1) Summary Explanation (2) Executive Summary (3) List of Schools 14 15 (4) Cooper City 14 (5) Cooper City 14 15 (6) Dania Bch 14 (7) Danla Bch 14 15 (8) Deerfield Bch 14 (9) Deerfield Bch 14 15 (10) Lauderdale Lakes 14 (11) Lauderdale Lakes 14 15 (12) N. Lauderdale 14 (13) N. Lauderdale 14 15 (14) Oakland Pk 14 (15) Oakland Pk 14 15 (16) Parkland 14 (17) Parkland 14 15 (18) Pompano Bch 14 (19) Pompano Bch 14 15 (20) Tamarac 14 (21) Tamarac 14 15 (22) Weston 14 (23) Weston 14 15

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

**SOURCE OF ADDITIONAL INFORMATION:**

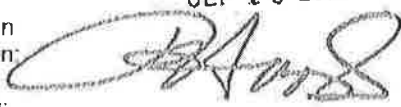
Name: Anthony C. Williams	Phone: 754-321-0735
Name: Robert A. Dinkel, Jr.	Phone: 754-321-0725

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

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

Signature  
Jeffrey S. Moquin  
Thursday, September 04, 2014 10:59:07 AM

SEP 16 2014

Approved In Open Board Meeting On: 

By: \_\_\_\_\_  
School Board Chair

Electronic Signature  
Form #4189 Revised 12/12  
RWR/ JSM/ACW/RAD:lh

Regular School Board Meeting September 16, 2014  
 II-1 School Resource Officer (SRO) Program Agreements-2014-2015

Executive Summary

The School Resource Officer Program (SRO) is a delinquency prevention program aimed at enhancing the relationship between law enforcement and the students of the Broward County School District. The program is a joint venture between The School Board of Broward County, Florida and fourteen law enforcement agencies in Broward County.

The program emphasis focuses on developing rapport with students, presenting information to students on various crime prevention subjects, providing law enforcement resource assistance to school personnel, parents, and students, and identifying and counseling youths, thereby diverting them from the juvenile justice system. Through these activities the SRO program helps students, parents and educators develop a better understanding of the role of the law enforcement officer and create a more positive concept of our legal and judicial system.

In an attempt to get the SRO Agreements in-place in a timely manner, it was determined that the SRO Agreements should correspond with the Law Enforcement Agencies fiscal year of October 1<sup>st</sup> until September 30<sup>th</sup>. The two month contract is based on the agencies budget for the 2013-2014 fiscal year. The second contract would allow the agencies to have an agreement in place based on the 2014-2015 fiscal year. In the past the SRO Agreements were delivered to the Law Enforcement Agencies after the beginning of their fiscal year, thus, the SRO Agreements were always lagging in relation to the particular school year.

The SRO Agreements being presented to the Board on September 16, 2014 represent the following municipalities:

**AGENCY**

**SCHOOLS**

**Broward County Sheriff's Office**  
**(Unincorporated & Seven Districts)**

**District 16-Cooper City**

**Elementary:** Cooper City, Embassy Creek, Griffin  
**Middle:** Pioneer  
**High:** Cooper City

**District 2-Dania Beach**

**Elementary:** Collins, Dania Beach  
**Middle:** Olsen

**SCHOOL RESOURCE OFFICER AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 16<sup>th</sup> day of September, 2014, 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 Deputies 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 Deputies 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 August 18, 2014 and conclude on September 30, 2014.

2.02 **Participating District Schools.** SHERIFF shall assign three (3) Deputies to serve as SROs at the three (3) elementary school(s) operated by SBBC that are listed on the attached **Exhibit “A”** and two (2) Deputies to serve as SROs at the two (2) secondary school(s) 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 Deputies assigned to provide SRO services at the school. The SHERIFF may change the Deputies 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 the number of SROs specified in Section 2.02 on duty during those regular school hours in which students are required to be in attendance. 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 deputy, 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 deputy 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 Deputies;
- 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 Coordinator – School Safety and School Resource Officer 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 Nine Thousand, Two Hundred Fifty Dollars and 40/00 Cents (\$9,250.40) per SRO assigned by the SHERIFF during the term of this Agreement for a total amount payable during the term of Forty-Six Thousand, Two Hundred Fifty-Two Dollars and No/00 Cents (\$46,252.00). The SHERIFF shall invoice SBBC for SRO services rendered under this Agreement in two (2) monthly installments with the first invoice being delivered to SBBC in August, 2014 and the second invoice shall be delivered to SBBC in September, 2014. Each invoice shall be in the amount of Twenty-Three Thousand, One Hundred Twenty-Six Dollars and No/00 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,



**SCHOOL RESOURCE OFFICER AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 16<sup>th</sup> day of September, 2014, by and between

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

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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 Deputies 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 Deputies 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, 2014 and conclude on September 30, 2015.

2.02 **Participating District Schools.** SHERIFF shall assign three (3) Deputies to serve as SROs at the three (3) elementary school(s) operated by SBBC that are listed on the attached Exhibit “A” and two (2) Deputies to serve as SROs at the two (2) secondary school(s) 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 Deputies assigned to provide SRO services at the school. The SHERIFF may change the Deputies 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 the number of SROs specified in Section 2.02 on duty during those regular school hours in which students are required to be in attendance. 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 deputy, 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 deputy 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 Deputies;
- 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 Coordinator – School Safety and School Resource Officer 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 Forty Six Thousand, Two Hundred Fifty-Two Dollars and No/00 Cents (\$46,252.00) per SRO assigned by the SHERIFF during the term of this Agreement for a total amount payable during the term of Two Hundred Thirty-One Thousand, Two Hundred Sixty Dollars and No/00 Cents (\$231,260.00). The SHERIFF 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, 2014 and subsequent invoices shall be delivered to SBBC on a monthly basis. Each monthly invoice shall be in the amount of Twenty-Three Thousand, One Hundred Twenty-Six Dollars and No/00 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,

Recap of Payments for Cooper City - BSO for the 2014-15 School Year - Prepared by the Office of the Chief Auditor					
Type	Invoice Date	Invoice Number	Month(s) Billed	Amount of Invoice	Reference
Elementary	November 13, 2014	2015CCElem	August & September 2014 (2 months)	\$ 27,751.20	See page 63
Secondary	November 13, 2014	2015CCSecon	August & September 2014 (2 months)	18,500.80	See page 64
Elementary	February 18, 2015	10/14-02/15-CC1	October 2014 - February 2015 (5 months)	69,378.00	See page 65
Secondary	February 18, 2015	10/14-02/15CC2	October 2014 - February 2015 (5 months)	46,252.00	See page 66
Elementary	June 2, 2015	03/15-05/15-CC1	March, April, May 2015 (3 months)	41,626.80	See page 67
Secondary	June 2, 2015	03/15-05/15CC2	March, April, May 2015 (3 months)	27,751.20	See page 68
			<b>Total</b>	\$ 231,260.00	

Note: The SRO services for the 2014-15 school year for Cooper City (BSO) consisted of 3 SROs at Elementary Schools and 2 SROs at Secondary Schools for a total cost of \$231,260 (5 SROs x \$46,252 annual cost per SRO = \$231,260). Cooper City invoiced the District for 10 payments, which was the method used in all prior year SRO Agreements.

54013 82679



# Broward Sheriff's Office

2601 West Broward Blvd  
Fort Lauderdale, Florida 33312  
954-831-8382 954-321-4726 Fax

Invoice No. 2015CCELEM

# 106213

## INVOICE

Customer		Date	
Name	School Board of Broward County	Date	11/13/2014
Address	Professional Standards Services - SIU 7720 West Oakland Park Blvd.	Order No.	
City	Sunrise State FL ZIP 33351	Rep	
Phone		FOB	

Qty	Description	Unit Price	TOTAL
3	AUGUST-14 Police Services for SRO:COOPER CITY-ELEMENTARY 3 Deputies @ \$4,625.20 monthly per Deputy	\$4,625.20	\$13,875.80
	SEPTEMBER-14 Police Services for SRO:COOPER CITY-ELEMENTARY	\$4,625.20	\$13,875.80

RECEIVED  
ACCOUNTING & FINANCIA  
REPORTING DEPT.

2015 FEB 19 PM 1:56

THE SCHOOL BOARD OF  
BROWARD COUNTY, FLORIDA

Line 1  
PO# 7515009749

Date Goods/Services Received	
Received by	
Approval	<i>A. C. [Signature]</i>
	Date

Schools Cooper City Elementary  
Embassy Creek Elementary  
Griffin Elementary

SubTotal	\$27,751.20
Shipping & Handling	
Taxes	
<b>TOTAL</b>	<b>\$27,751.20</b>

Office Use Only

Make Check Payable to:

**Broward Sheriff's Office**  
**Attn: Special Revenue**  
**Bureau of Finance & Budget**  
**2601 West Broward Blvd**  
**Fort Lauderdale, FL 33313**

57401382881



# Broward Sheriff's Office

2601 West Broward Blvd  
Fort Lauderdale, Florida 33312  
954-831-8939 954-321-4726 Fax

Invoice No. 2015CCSECON

## INVOICE

<b>Customer</b>		<b>Date</b>	11/13/2014
<b>Name</b>	School Board of Broward County	<b>Order No.</b>	
<b>Address</b>	Professional Standards Services - SIU 7720 West Oakland Park Blvd.	<b>Rep</b>	
<b>City</b>	Sunrise	<b>State</b>	FL
<b>Phone</b>		<b>ZIP</b>	33351
<b>Phone</b>		<b>FOB</b>	

Qty	Description	Unit Price	TOTAL
2	AUGUST-14 Police Services for SRO:COOPER CITY-SECONDARY 2 Deputies @ \$4,625.20 monthly per Deputy	\$4,625.20	\$9,250.40
2	SEPTEMBER-14 Police Services for SRO:COOPER CITY-SECONDARY	\$4,625.20	\$9,250.40

LINE 1  
# 7515:010121

RECEIVED  
ACCOUNTING & FINANCIA  
REPORTING DEPT.

2015 FEB 19 PM 1:56  
THE SCHOOL BOARD OF  
BROWARD COUNTY, FLORIDA

Date Goods/Services Received	
Received by	
Approval	<i>Abaw 2-17-15</i>
Date	

Schools Pioneer Middle  
Cooper City High

SubTotal	\$18,500.80
Shipping & Handling	
Taxes	
<b>TOTAL</b>	<b>\$18,500.80</b>

p.o. was 80d short  
pay per Deb

Office Use Only

**Make Check Payable to:** **Broward Sheriff's Office**  
**Attn: Special Revenue**  
**Bureau of Finance & Budget**  
**2601 West Broward Blvd**  
**Fort Lauderdale, FL 33313**

Exhibit 13  
5401386445



# Broward Sheriff's Office

2601 West Broward Blvd  
Fort Lauderdale, Florida 33312  
954-831-8939 954-321-4726 Fax

RECEIVED  
ACCOUNTING & FINANCIAL  
REPORTING DEPT

Office No. 10/14-02/15-CC1

2015 FEB 25 PM 4:38

THE SHERIFFS OF  
BROWARD COUNTY, FLORIDA

## INVOICE

Customer		Date	Order No.
Name	School Board of Broward County Professional Standards Services - SIU	2/18/2015	
Address	7720 West Oakland Park Blvd.		
City	Sunrise	State	FL ZIP 33351
Phone		Rep	FOB

Qty	Description	Unit Price	TOTAL
3	OCTOBER-14 Police Services for SRO:COOPER CITY-ELEMENTARY 3 Deputies @ \$4,625.20 monthly per Deputy	\$4,625.20	\$13,875.60
3	NOVEMBER-14 Police Services for SRO:COOPER CITY-ELEMENTARY	\$4,625.20	\$13,875.60
3	DECEMBER-14 Police Services for SRO:COOPER CITY-ELEMENTARY	\$4,625.20	\$13,875.60
3	JANUARY-15 Police Services for SRO:COOPER CITY-ELEMENTARY	\$4,625.20	\$13,875.60
3	FEBRUARY-15 Police Services for SRO:COOPER CITY-ELEMENTARY	\$4,625.20	\$13,875.60

# 7515011831

Date Goods/Services Received	_____
Received by	_____
Approval	<i>Alan 2-24-15</i>
Date	_____

Purchase Order# 7515011831  
 Schools Cooper City Elementary  
 Embassy Creek Elementary  
 Griffin Elementary

SubTotal \$69,378.00  
 Shipping & Handling  
 Taxes

TOTAL \$69,378.00

Office Use Only

Make Check Payable to:

Broward Sheriff's Office  
 Attn: Special Revenue  
 Bureau of Finance & Budget  
 2601 West Broward Blvd  
 Fort Lauderdale, FL 33313

5401386494

RECEIVED  
ACCOUNTING & FINANCIAL  
REPORTING DEPT

**Broward Sheriff's Office**

2601 West Broward Blvd  
Fort Lauderdale, Florida 33312  
954-831-8939 954-321-4726 Fax

SHERIFF'S OFFICE  
2015  
SCHOOL BOARD OF  
BROWARD COUNTY, FLORIDA

Invoice No. 10/14-02/15CC2

**INVOICE**

<b>Customer</b>		<b>Date</b>	2/18/2015
<b>Name</b>	School Board of Broward County Professional Standards Services - SIU	<b>Order No.</b>	
<b>Address</b>	7720 West Oakland Park Blvd.	<b>Rep</b>	
<b>City</b>	Sunrise	<b>FOB</b>	
<b>State</b>	FL		
<b>ZIP</b>	33351		

Qty	Description	Unit Price	TOTAL
2	OCTOBER-14 Police Services for SRO:COOPER CITY-SECONDARY 2 Deputies @ \$4,625.20 monthly per Deputy	\$4,625.20	\$9,250.40
2	NOVEMBER-14 Police Services for SRO:COOPER CITY-SECONDARY	\$4,625.20	\$9,250.40
2	DECEMBER-14 Police Services for SRO:COOPER CITY-SECONDARY	\$4,625.20	\$9,250.40
2	JANUARY-15 Police Services for SRO:COOPER CITY-SECONDARY	\$4,625.20	\$9,250.40
2	FEBRUARY-15 Police Services for SRO:COOPER CITY-SECONDARY	\$4,625.20	\$9,250.40

7515011832

Date Goods/Services Received	
Received by	
Approval <i>ACW</i>	Date <i>2-23-15</i>

**Schools** Pioneer Middle  
Cooper City High  
Purchase Order# 7515011832

SubTotal \$46,252.00  
Shipping & Handling  
Taxes

**TOTAL** \$46,252.00

Office Use Only

**Make Check Payable to:** **Broward Sheriff's Office**  
**Attn: Special Revenue**  
**Bureau of Finance & Budget**  
**2601 West Broward Blvd**  
**Fort Lauderdale, FL 33313**



(106213 / 307752)

5401458 272



# Broward Sheriff's Office

2601 West Broward Blvd  
Fort Lauderdale, Florida 33312  
954-831-8939 954-321-4726 Fax

Invoice No. 03/15-05/15-CC1

## INVOICE

Customer		Date	6/2/2015
Name	School Board of Broward County Professional Standards Services - SIU	Order No.	
Address	7720 West Oakland Park Blvd.	Rep	
City	Sunrise	State	FL
Phone		ZIP	33351
		FOB	

Qty	Description	Unit Price	TOTAL
3	MARCH-15 Police Services for SRO:COOPER CITY-ELEMENTARY 3 Deputies @ \$4,625.20 monthly per Deputy	\$4,625.20	\$13,875.60
3	APRIL-15 Police Services for SRO:COOPER CITY-ELEMENTARY	\$4,625.20	\$13,875.60
3	MAY-15 Police Services for SRO:COOPER CITY-ELEMENTARY	\$4,625.20	\$13,875.60

RECEIVED  
ACCOUNTING & FINANCIAL  
REPORTING DEPARTMENT

AUG -4 AM 11:52

THE SCHOOL BOARD OF  
BROWARD COUNTY, FLORIDA

Note: Represents  
2015-16 purchase  
order to pay  
2014-15 invoices

P.O. 7516002672

Date Goods/Services Received	6/3/15
Received by	Shannon Dunbar
Approval	[Signature] 6-3-15
	Date

Schools Cooper City Elementary  
Embassy Creek Elementary  
Griffin Elementary

SubTotal	\$41,626.80
Shipping & Handling	
Taxes	
<b>TOTAL</b>	<b>\$41,626.80</b>

Office Use Only

**Make Check Payable to:** Broward Sheriff's Office  
Attn: Special Revenue  
Bureau of Finance & Budget  
2601 West Broward Blvd  
Fort Lauderdale, FL 33313



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SRO Agreement Analysis

Fiscal Year 2015 - 2016

Agreement Party	Municipality	Stipend Amount per SRO	Total Payment	Invoice Frequency	Invoice Amount	SRO 'FTE'	Schools Included	Term of Agreement	Date Board Approved	List of Schools	Level	# of SROs	School Reported SRO FTE Count Per School	Contract vs Warm Body Differential	None SBBC schools Reported by SBBC schools for sharing of SRO's										
Miramar	Miramar	\$ 46,252	\$ 832,536	10 Monthly Installments	\$ 83,253.60	18	16	October 1, 2015 - September 30, 2016	10/20/2015	AC Perry Elementary	1	1													
										Dolphin Bay Elementary	1	1													
										Sea Castle Elementary	1	1													
										Sunset Lakes Elementary	1	1													
										Coconut Palm Elementary	1	1													
										Fairway Elementary	1	1													
										Silver Lakes Elementary	1	1													
										Sunshine Elementary	1	1													
										Coral Cove Elementary	1	1													
										Miramar Elementary	1	1													
										Silver Shores Elementary	1	1													
										Perry Middle	2	1													
										New Renaissance Middle	2	1													
										Glades Middle	2	1													
Miramar High (2)	3	2																							
Everglades High (2)	3	2	18																						
Davie	Davie	\$ 46,252	\$ 323,764	10 Monthly Installments	\$ 32,376.40	7	12	October 1, 2015 - September 30, 2016	10/20/2015	Davie Elementary	1	0.25													
										Hawkes Bluff Elementary	1	0.25													
										Silver Ridge Elementary	1	0.33													
										Flamingo Elementary	1	0.33													
										Nova Blanche Forman Elementary	1	0.25													
										Fox Trail Elem	1	0.33													
										Nova Eisenhower Elementary	1	0.25													
										Indian Ridge Middle	2	1													
										Nova Middle	2	1													
										Nova High	3	1													
										Western High	3	1													
										Mcfatter Technical	4	1	7												
										Wilton Manors	Wilton Manors	\$ 46,252	\$ 46,252	10 Monthly Installments	\$ 4,625.20	1	1	October 1, 2015 - September 30, 2016	8/4/2015	Wilton Manors Elementary	1	1	1		
Hollywood	Hollywood	\$ 46,252	\$ 508,772	10 Monthly Installments	\$ 50,877.20	11	21	October 1, 2015 - September 30, 2016	6/9/2015	Bethune Elementary	1	0.25													
										Boulevard Heights Elementary	1	0.2													
										Colbert Elementary	1	0.25													
										Driftwood Elementary	1	0.2													
										Hollywood Central Elementary	1	0.25													
										Hollywood Hills Elementary	1	0.25													
										Hollywood Park Elementary	1	0.2													
										Oakridge Elementary	1	0.25													
										Orange Brook Elementary	1	0.25													
										Sheridan Hills Elementary	1	0.25													
										Sheridan Park Elementary	1	0.2													
										Stirling Elementary	1	0.25													
										West Hollywood Elementary	1	0.2													
										Driftwood Middle	2	1													
										Apollo Middle	3	1													
										Attucks Middle	3	1													
Hollywood Hills High	3	1																							

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Exhibit 14

This schedule provided by the BDSPD

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SRO Agreement Analysis

Fiscal Year 2015 - 2016

Agreement Party	Municipality	Stipend Amount per SRO	Total Payment	Invoice Frequency	Invoice Amount	SRO 'FTE'	Schools Included	Term of Agreement	Date Board Approved	List of Schools	Level	# of SROs	School Reported SRO FTE Count Per School	Contract vs Warm Body Differential	None SBBC schools Reported by SBBC schools for sharing of SRO's
										McArthur High	3	1			
										McNicol Middle	3	1			
										Beachside Montessori	4	1			
										South Broward High	4	1	11		
Lauderhill	Lauderhill	\$ 46,252	\$ 92,504	10 Monthly Installments	\$ 9,250.40	2	10	October 1, 2015 - September 30, 2016	6/9/2015	Martin Luther King Elementary	1	0.25			
		\$ 46,252	\$ 64,752.80	7 Monthly Installments	\$ 4,625.20	2				Broward Estates Elementary	1	0.25			
										Castle Hill Elementary	1	0.25			
										Endeavor Elementary	1	0.25			
										Larkdale Elementary	1	0.25			
										Lauderhill Paul Turner Elementary	1	0.25			
										Royal Palm Elementary	1	0.25			
										Parkway Middle	2	1			
										Lauderhill 6-12	3	1			
										Wingate Oaks	4	0.25	4		
Plantation	Plantation	\$ 46,252	\$ 323,764	10 Monthly Installments	\$ 32,376.40	7	10	October 1, 2015 - September 30, 2016	6/9/2015	Central Park Elementary	1	0.33			St. Gregory Catholic
															Ben Gamla
															Imagine Charter
															Lake School
															Our Savior Lutheran Renaissance Charter
										Mirror Lake Elementary	1	0.14			
										Peters Elementary	1	0.5			
															Ben Gamla
															Imagine Charter
															Lake School
															Our Savior Lutheran Renaissance Charter
										Plantation Elementary	1	0.14			
										Plantation Park Elementary	1	0.33			St. Gregory Catholic
										Tropical Elementary	1	0.5			
										Plantation Middle	2	1			
										Seminole Middle	2	1			
										Plantation High	3	1			
										South Plantation High	3	1	6	-1	
Ft. Lauderdale	Ft. Lauderdale	\$ 46,252	\$ 370,016	10 Monthly Installments	\$ 37,001.60	8	7	October 1, 2015 - September 30, 2016	TBD	Dillard 6-12 (2)	3	2			
										New River Middle	2	1			
										Sunrise Middle	2	1			
										William Dandy Middle	2	1			
										Ft. Lauderdale High	3	1			
										Stranahan High	3	1			
										Whiddon Rogers	4	1	8		
BSO	Weston	\$ 46,252	\$ 231,260	10 Monthly Installments	\$ 23,126.00	5	9	October 1, 2015 - September 30, 2016	6/9/2015	Country Isles Elementary	1	0.33			
										Eagle Point Elementary	1	0.33			
										Everglades Elementary	1	0.33			
										Gator Run Elementary	1	0.33			
										Indian Trace Elementary	1	0.33			
										Manatee Bay Elementary	1	0.33			

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SRO Agreement Analysis

Fiscal Year 2015 - 2016

Agreement Party	Municipality	Stipend Amount per SRO	Total Payment	Invoice Frequency	Invoice Amount	SRO 'FTE'	Schools Included	Term of Agreement	Date Board Approved	List of Schools	Level	# of SROs	School Reported SRO FTE Count Per School	Contract vs Warm Body Differential	None SBBC schools Reported by SBBC schools for sharing of SRO's
										Olsen Middle	2	1	2		
BSO	Cooper City	\$ 46,252	\$ 231,260	10 Monthly Installments	\$ 23,126.00	5	5	October 1, 2015 - September 30, 2016	6/9/2016	Cooper City Elementary	1	1			
										Embassy Creek Elementary	1	1			
										Griffin Elementary	1	1			
										Pioneer Middle	2	1			
										Cooper City High	3	1	5		
Sunrise	Sunrise	\$ 46,252	\$ 508,772	10 Monthly Installments	\$ 50,877.20	11	11	October 1, 2015 - September 30, 2016	6/23/2016	Banyan Elementary	1	1			
										Discovery Elementary	1	1			
										Horizon Elementary	1	1			
										Nob Hill Elementary	1	1			
										Sandpiper Elementary	1	1			
										Sawgrass Elementary	1	1			
										Village Elementary	1	1			
										Welleby Elementary	1	1			
										Bair Middle	2	1			
										Westpine Middle	2	1			
										Piper High	3	1	11		
Coconut Creek	Coconut Creek	\$ 46,252	\$ 370,016	10 Monthly Installments	\$ 37,001.60	8	7	October 1, 2015 - September 30, 2016	6/23/2016	Coconut Creek Elementary	1	1			
										Tradewinds Elementary	1	1			
										Winston Park Elementary	1	1			
										Lyons Creek Middle	2	1			
										Coconut Creek High (2)	3	2			
										Monarch High	3	1			
										Atlantic Technical Center	4	1	8		
Pembroke Pines	Pembroke Pines	\$ 46,252	\$ 601,276	10 Monthly Installments	\$ 60,127.60	13	14	October 1, 2015 - September 30, 2016	6/23/2016	Chapel Trail Elementary	1	1			
										Lakeside Elementary	1	1			
										Palm Cove Elementary	1	1			
										Panther Run Elementary	1	1			
										Pasadena Lakes Elementary	1	1			
										Pembroke Lakes Elementary	1	1			
										Pembroke Pines Elementary	1	1			
										Pines Lakes Elementary	1	1			
										Silver Palms Elementary	1	1			
										Pines Middle	2	1			
										Silver Trail Middle	2	1			
										Walter C Young Middle	2	1			
										Flanagan High (2)	3	2			
										West Broward High (2)	3	2	16	2	
Margate	Margate	\$ 46,252	\$ 185,008	10 Monthly Installments	\$ 18,500.80	4	4	October 1, 2015 - September 30, 2016	6/23/2016	Atlantic West Elementary	1	1			
										Liberty Elementary	1	1			
										Margate Elementary	1	1			
										Margate Middle	2	1	4		
Hallandale	Hallandale	\$ 46,252	\$ 138,756	10 Monthly Installments	\$ 13,875.60	3	5	October 1, 2015 - September 30, 2016	6/23/2016	Hallandale Elementary	1	0.5			

DRAFT 3-8-16

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Exhibit 14

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SRO Agreement Analysis

Fiscal Year 2015 - 2016

Agreement Party	Municipality	Stipend Amount per SRO	Total Payment	Invoice Frequency	Invoice Amount	SRO 'FTE'	Schools Included	Term of Agreement	Date Board Approved	List of Schools	Level	# of SROs	School Reported SRO FTE Count Per School	Contract vs Warm Body Differential	None SBBC schools Reported by SBBC schools for sharing of SRO's
										Falcon Cove Middle	2	1			
										Tequests Trace Middle	2	1			
										Cypress Bay High	3	1	5		
BSO	Tamarac	\$ 46,252	\$ 92,504	10 Monthly Installments	\$ 9,250.40	2	3	October 1, 2015 - September 30, 2016	6/9/2016	Challenger Elementary	1	0.5			
										Tamarac Elementary	1	0.5			
										Millenium Middle	2	1			
BSO	Pompano Beach	\$ 46,252	\$ 416,268	10 Monthly Installments	\$ 41,626.80	9	15	October 1, 2015 - September 30, 2016	6/9/2016	Cresthaven Elementary	1	0.25			
										Charles Drew Elementary	1	0.25			
										Cypress Elementary	1	0.25			
										Markham Elementary	1	0.25			
										McNab Elementary	1	0.25			
										Norcrest Elementary	1	0.25			
										Palm View Elementary	1	0.5			
										Pompono Beach Elementary	1	0.25			
										Sanders Park Elementary	1	0.5			
										Crystal Lake Middle	2	1			
										Pompano Beach Middle	2	0.25			
										Ely High	3	1			
										Pompano Beach High	3	1			
										Cross Creek	4	1			
										Cypress Run Center	4	1	8	-1	
BSO	Parkland	\$ 46,252	\$ 231,260	10 Monthly Installments	\$ 23,126.00	5	5	October 1, 2015 - September 30, 2016	6/9/2016	Heron Heights Elementary	1	1			
										Park Trails Elementary	1	1			
										Riverglades Elementary	1	1			
										Westglades Middle	2	1			
										Stoneman Douglas High	3	1	5		
BSO	Oakland Park	\$ 46,252	\$ 92,504	10 Monthly Installments	\$ 9,250.40	2	2	October 1, 2015 - September 30, 2016	6/9/2016	Rickards Middle	2	1			
										Northeast High	3	1	2		
BSO	North Lauderdale	\$ 46,252	\$ 46,252	10 Monthly Installments	\$ 4,625.20	1	1	October 1, 2015 - September 30, 2016	6/9/2016	Silver Lakes Middle	2	1	1		
BSO	Lauderdale Lakes	\$ 46,252	\$ 185,008	10 Monthly Installments	\$ 18,500.80	4	4	October 1, 2015 - September 30, 2016	6/9/2016	Meadowbrook Elementary	1	1			
										Lauderdale Lakes Middle	2	1			
										Boyd Anderson High	3	1			
										Pine Ridge Alternative	4	1	4		
BSO	Deerfield Beach	\$ 46,252	\$ 231,260	10 Monthly Installments	\$ 23,126.00	5	7	October 1, 2015 - September 30, 2016	6/9/2016	Deerfield Beach Elementary	1	0.5			
										Deerfield Park Elementary	1	0.5			
										Park Ridge Elementary	1	0.5			
										Quiet Waters Elementary	1	0.5			
										Tedder Elementary	1	0.5			
										Deerfield Beach Middle	2	1			
										Deerfield Beach High	3	1	4.5	-0.5	
BSO	Dania Beach	\$ 46,252	\$ 92,504	10 Monthly Installments	\$ 9,250.40	2	3	October 1, 2015 - September 30, 2016	6/9/2016	Collins Elementary	1	0.5			
										Dania Elementary	1	0.5			

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SRO Agreement Analysis

Fiscal Year 2015 - 2016

Agreement Party	Municipality	Stipend Amount per SRO	Total Payment	Invoice Frequency	Invoice Amount	SRO 'FTE'	Schools Included	Term of Agreement	Date Board Approved	List of Schools	Level	# of SROs	School Reported SRO FTE Count Per School	Contract vs Warm Body Differential	None SBBC schools Reported by SBBC schools for sharing of SRO's
		\$ 55,502	\$ 55,502	12 Monthly Installments	\$ 4,625.20	1				Gulfstream Middle	2	1			
										Hallandale High	3	1			
										Lanier James	4	1			
										Hallandale Adult	4	0.5	4		
Coral Springs	Coral Springs	\$ 46,252	\$ 601,276	10 Monthly Installments	\$ 60,127.60	13	19	October 1, 2015 - September 30, 2016	5/3/16	Coral Park Elementary	1	1			
										Coral Springs Elementary	1	1			
										Country Hills Elementary	1	1			
										Eagle Ridge Elementary	1	1			
										Forest Hills Elementary	1	0.5			
										James Hunt Elementary	1	0.5			
										Maplewood Elementary	1	0.5			
										Park Springs Elementary	1	1			
										Parkside Elementary	1	1			
										Ramblewood Elementary	1	1			
										Riverside Elementary	1	0.5			
										Westchester Elementary	1	1			
										Coral Springs Middle	2	1			
										Forest Glen Middle	2	1			
										Ramblewood Middle	2	1			
										Sawgrass Springs Middle	2	1			
										Coral Glades High	3	1			
										Coral Springs High	3	1			
										Taravella High	3	1	17	4	
			\$ 6,873,047		\$ 684,530	149	191						151.5		

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**SECTION III**

**FULL TEXT OF MANAGEMENT'S RESPONSES**



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

**JEFFREY S. MOQUIN  
CHIEF OF STAFF**

**Phone: 754-321-2650**

DATE: August 24, 2016

TO: Patrick Reilly, Chief Auditor  
Office of the Chief Auditor

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

SUBJECT: **MANAGEMENT RESPONSES TO INTERNAL AUDIT REPORT –  
AUDIT OF THE BROWARD DISTRICT SCHOOLS POLICE  
DEPARTMENT’S (BDSPD) SCHOOL RESOURCE OFFICERS (SRO)  
PROGRAM AGREEMENTS FOR THE PERIOD FROM JULY 1, 2010  
THROUGH JUNE 30, 2016**

Identified below are management’s response to each of three (3) findings.

**Finding #1 – Multiple Years of Mismanagement of SRO Agreements and the Operating Budget Assigned to the Broward District Schools Police Department (BDSPD) for SRO Services Required \$2.7 Million in Additional Funding from the District’s General Fund**

**Management Response:**

Management concurs with Finding #1. As outlined within the finding this budget shortfall in fiscal year 2015-2016 was primarily the result of a pattern of paying prior years’ invoices for SRO services with current years’ budget. This pattern was largely predicated on garnering approval for SRO Agreements very late in the fiscal year. It is important to distinguish that there was no finding of misappropriation of SRO budget; rather the funds allocated for SRO Agreements were absorbed back within the General Fund because of management’s failure to process SRO Agreements and invoices in a timely manner.

Management has taken or will take the following actions to prevent similar occurrence in the future:

1. The Special Investigative Unit (formerly the Broward District’s School Police Department) has transitioned all budget activities to the Business Support Center

## Management Responses – SRO Audit Report

August 24, 2016

Page 2 of 3

- (BSC). The BSC will now handle all bookkeeping, budgetkeeping, and payroll functions of the SIU.
2. All SRO Agreements will be presented to the School Board for approval prior to the termination of the current Agreements. The current Agreements will expire on September 30, 2016. Staff has already initiated the process of renewing all SRO Agreements and anticipate they will be presented for approval no later than September 20, 2016.
  3. Upon Board approval of all SRO Agreements, the BSC will initiate purchase orders to encumber all expenditures for the SRO Agreements.
  4. SIU will also work with the Budget Department to ensure appropriate funds are allocated within the SIU budget to satisfy all Board-approved SRO Agreements. This is particularly important to account for any additional funding invested in the SRO Program. For example, the School Board approved an additional eleven (11) SROs for the 2016-2017 school year. Management has already met with the Budget Department to ensure the additional funds are allocated to the SIU budget.
  5. SIU will work with the BSC, all participating municipalities, and the Broward Sheriff's Office to ensure all invoices are submitted and processed in accordance with Provision 2.08 **Payment for SRO Program Services** of the SRO Agreements. Provision 2.08 requires all entities *"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, 2016, and subsequent invoices shall be delivered to SBBC on a monthly basis."*
  6. At the conclusion of each fiscal year, management will meet with the BSC to review the status of the SIU budget, particularly with regard to SRO payments. All necessary measures will be taken to ensure any applicable purchase orders remain open, with appropriate encumbered funds, to satisfy payment of all outstanding SRO invoices.

**Finding #2 – The Broward District Schools Police Department (BDSPD) Did Not Adequately Monitor SRO Agreements and Failed to Pay Invoices in a Timely Manner**

### **Management Response:**

Management acknowledges and concurs with Finding #2. As committed in Management's response to Finding #1, it will initiate several controls to ensure all SRO invoices are submitted in accordance with the provisions of the SRO Agreement and paid promptly upon submission.

## Management Responses – SRO Audit Report

August 24, 2016

Page 3 of 3

### Finding #3 – The BDSPD Did Not Comply with SRO Agreements and Did Not Properly Manage Budgeted Funds to Operate the SRO Program

#### Management Response:

Management acknowledges and concurs with Finding #3. All three findings clearly demonstrate a fundamental failure of management within the SIU to appropriately monitor the SRO Agreements. Management is confident the control measures outlined in its response to Finding #1 will resolve this issue and prevent similar occurrence.

Additionally, SIU staff will take the necessary steps to enhance their ability to reconcile the terms of the SRO Agreement and to identify the individuals providing the SRO services. Currently, SIU maintains a list of the SRO's at each campus. The current SRO Agreement stipulates within Section 2.03 **Assignment of SROs**, *"Whenever possible, the CITY shall assign a replacement officer, on a temporary basis, if the CITY approves the absence of an assigned SRO for a period of absence in excess of two (2) days. The CITY shall promptly advise the principal of the Participating School of the name of any replacement SRO assigned to provide services under this Agreement."* Existing protocols require principals to contact SIU to advise them of situations where their assigned SRO is absent for a period in excess of two (2) days to ensure the CITY fulfills its obligation under this Section, and to ensure appropriate adjustments are made to applicable invoices if a replacement SRO is not promptly assigned to the school.

Moving forward, SIU staff will mandate that all invoices include the name of the SRO assigned to the school; and staff will reconcile the invoices to its assigned list of SRO's. Additionally, staff will explore the viability of utilizing the District's STAR badging system as a control measure to monitor when SRO's are on and leaving school campuses. Reports can subsequently be produced to reconcile services have been provided in accordance with the terms of the Agreement prior to payment of all invoices. These enhancements will be incorporated within the existing Agreement upon their implementation.

JSM

c: Craig Kowalski, Interim Chief, Special Investigative Unit  
Nell Johnson, Director, Business Support Center