

EXECUTIVE SUMMARY

Lease Agreement between The School Board of Broward County, Florida and Shawn Charles for Ground Lease Pertaining to the Resident on Campus Security Program

As stated herein, the Resident on Campus Security (ROCS) program was established in the Broward County School District in the early 1980's to address theft, vandalism, and trespassing on school campuses during after school hours. Information obtained from the January 2015 "Internal Audit Report – Review of the ROCS Program" (Audit Report) that was issued by the District, the Office of the Chief Auditor indicated that initially, the School Resource Officer (SRO) Coordinator previously in the Special Investigative Unit (SIU) Department (which no longer exists) was primarily responsible for managing the ROCS program. These responsibilities included meeting with school principals, meeting with and recruiting the potential ROCS officers, processing the ROCS applications, screening and interviewing the ROCS officers, generating the lease agreements for the program, and preparing and presenting the Board item regarding each ROCS officer for School Board consideration.

At the height of the program, thirty-two (32) law enforcement officers from the Broward County Sheriff's Office, various Broward County municipalities, the Florida Highway Patrol, and the District's SIU Department, participated in the program to perform security related duties in exchange for free rent and utilities (which consisted of electric, water, sewage, and garbage) via the placement of their mobile homes on the subject District school campuses. Currently, of the thirty-two (32) ROCS locations, only twenty-nine (29) mobile homes are actively occupied by ROCS officers. Two (2) of the locations were abandoned by the ROCS officers, and to allow for improvements at the third.

In response to the Audit Report, the SIU Department gave a presentation to the School Board at the June 16, 2015 School Board Workshop. In its conclusion, as well as recently, the SIU Department has made suggestions that would enhance the program. Some of the key suggestions included grandfathering all current legal participants of the ROCS program, defining ROCS officers' responsibilities as well as the reporting and monitoring of the program.

Since issuance of the Audit Report and the SIU Department presentation, the Facility Planning & Real Estate (FP&RE) Department collaborated with various District departments to address issues raised about the ROCS lease agreement. To that end, the FP&RE Department drafted a new lease agreement for execution by pertinent ROCS officers, and provided the draft agreement to selected District departments (including the District's Office of the Chief Auditor) to review. Subsequently, the FP&RE Department provided the agreement to the pertinent ROCS officers for review. Thereafter, the FP&RE Department incorporated as applicable the comments received from the departments and the ROCS officers into the draft lease agreement. Key provisions of the lease agreements are as follows:

- a. The new lease with the ROCS officers are considered ground leases.
- b. The term of each lease agreement is for three (3) years, with option to renew for an additional three (3) year term.
- c. Requires each ROCS officer to pay a base rent of \$210.68 in utility costs which at the onset of the lease would include electricity, water, sewer, and garbage.
- d. Restrict occupancy of the mobile home to primarily the ROCS officer and his/her immediate family, but with flexibility for limited stay by visitors. Additionally, requires background check of the adult occupants of the mobile home at the sole cost of the ROCS officer.
- e. Vehicular parking (i.e. motorcycle, boat, non-commercial vehicles, etc.) shall be contained within the leased grounds.
- f. The mobile home shall be maintained by the ROCS officer.
- g. Requires each ROCS officer to as feasible, mentor students attending the school where their mobile home is located.
- h. Requires each ROCS officer to submit a monthly written report to the School principal or designee, and to the District's SIU Department.

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- i. Indemnification clause.
- j. Insurance.
- k. Termination clause which indicates that the lease agreement may be canceled with or without cause by either party during the term hereof upon ninety (90) days written notice to the other party of its desire to terminate the agreement; and upon such termination, the ROCS officer must vacate (remove mobile home and all belongings) the leased grounds pursuant to specified provisions contained in the lease agreement.

As stated herein, a new recommendation of the SIU Department would be to manage the ROCS program with existing staff and an on-line monitoring/reporting system collaboratively developed and managed by the District's Information and Technology Department. Therefore, upon the effectiveness of the lease agreement with Shawn Charles and other ROCS lease agreements, the SIU Department will work collaboratively with the ROCS officer to ensure that moving forward, the ROCS program is effectively managed. The FP&RE Department will timely schedule (as applicable) the ROCS lease agreements that are due for renewals, for School Board consideration. SIU will monitor the ROCS officers and provide semi-annual reports to the School Board ensuring that all program provisions in the agreement are effectively enforced.