



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2018-12-18 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

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

ITEM No.:

EE-2.

**TITLE:**

Recommendation for \$500,000 or Greater - School Resource Officer (SRO) Program Agreements 2018-2019

**REQUESTED ACTION:**

Approve five (5) SRO Agreements as well as one (1) consolidated Broward Sheriff's Office agreement for Law Enforcement Officers, Contract Term: August 8, 2018 through June 5, 2019, 10 Months; User Department: Broward District Schools Police Department - Special Investigative Unit; Award Amount: \$5,990,400 \$6,042,400; Awarded Vendor(s): 16; Small/Minority/Women Business Enterprise Vendor(s): None. See Supporting Docs for continuation of Requested Action.

**SUMMARY EXPLANATION AND BACKGROUND:**

The School Board of Broward County, Florida, desires to have SRO's to provide security and crime prevention for schools within the jurisdiction of the city agencies. These Agreements have been reviewed and approved as to form and legal content by the Office of the General Counsel. These Agreements (Town of Davie, City of Hollywood, City of Lauderdale Hills, City of Sunrise, and Broward Sheriff's Office) will be executed after School Board approval.

**SCHOOL BOARD GOALS:**

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

**FINANCIAL IMPACT:**

The estimated financial impact to the District will be \$5,990,400 \$6,042,400. The funding source will come from the Safe Schools Allocation operating budget. The financial impact represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

**EXHIBITS: (List)**

(1) Continuation of Requested action (2) Executive Summary (3) Agreements - 6 (4) Memo to Revise

**BOARD ACTION:**

**APPROVED**

(For Official School Board Records Office Only)

**SOURCE OF ADDITIONAL INFORMATION:**

Name: Craig Kowalski	Phone: 754-321-0725
Name: Mary C. Coker	Phone: 754-321-0501

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

Maurice L. Woods - Chief Strategy & Operations Officer

Signature  
Maurice Woods 12/17/2018, 3:51:11 PM

Approved In Open Board Meeting On:

DEC 18 2018



By: *Heather P. Burkwood*  
School Board Chair

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

ROBERT W. RUNCIE  
SUPERINTENDENT OF SCHOOLS

REVISED II

December 18, 2018

TO: School Board Members  
FROM: Maurice L. Woods   
Chief Strategy & Operations Officer  
VIA: Robert W. Runcie   
Superintendent of Schools  
SUBJECT: **SECOND REVISION TO EE-2, RECOMMENDATION OF \$500,000 OR GREATER - SCHOOL RESOURCE OFFICER (SRO) PROGRAM AGREEMENT FOR 2018/2019, FOR THE DECEMBER 18, 2018, REGULAR SCHOOL BOARD MEETING**

Second revisions were made to EE-2, Recommendation of \$500,000 or Greater - School Resource Officer (SRO) Program Agreement for 2018/2019, for the December 18, 2018, Regular School Board Meeting.

Exhibits:

- Revised page 2 of Executive Summary and replaced table 1A to reflect Broward Sheriff's Office (BSO) Oakland Parkland with a total of seven (7) BSOs bringing the total of BSO officers to fifty-nine (59).
- Revised page 4 of Executive Summary and replaced table 2A to reflect two (2) BSO officers at City of Parkland for Westglades Middle School for a total of seven (7) BSOs bringing the total of BSO officers to fifty-nine (59).

RWR/MLW/MCC:bm  
Attachment(s)

cc: Senior Leadership Team

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

ROBERT W. RUNCIE  
SUPERINTENDENT OF SCHOOLS

December 14, 2018

TO: School Board Members

FROM: Maurice L. Woods *MLW*  
Chief Strategy & Operations Officer *(MLW)*

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

SUBJECT: **REVISION TO EE-2, RECOMMENDATION OF \$500,000 OR GREATER—  
SCHOOL RESOURCE OFFICER (SRO) PROGRAM AGREEMENTS FOR  
2018-2019, FOR THE DECEMBER 18, 2018, REGULAR SCHOOL  
BOARD MEETING**

Revisions were made to EE-2, Recommendation of \$500,000 or Greater—School Resource Officer (SRO) Program Agreements for 2018-2019, for the December 18, 2018, Regular School Board Meeting.

Exhibits:

- Revised ARF
- Replaced continuation of requested action
- Revised page 2 of Executive Summary and replaced table page 4
- Replaced page 12 of 13 (Lauderhill Agreement)
- Replaced Agreement - Scott J. Israel, as Sheriff of Broward County, Florida

RWR/MLW/MCC:bm  
Attachments

cc: Senior Leadership Team

**Recommendation of \$500,000 or Greater  
School Resource Officer (SRO) Program Agreements for 2018-2019  
December 18, 2018 Board Agenda**

**CONTINUATION OF REQUESTED ACTION**

<b>City Name</b>	<b>Bid Reference</b>	<b>Monthly Cost</b>	<b>1 additional Officer x 2 months</b>	<b>Annual Cost</b>
Town of Davie	59-004V	\$ 67,600.00	\$10,400.00	\$ 686,400.00
City of Hollywood	59-007V	\$ 62,400.00		\$ 624,000.00
City of Lauderhill	59-009V	\$ 20,800.00		\$ 208,000.00
City of Pembroke Pines	59-011V	\$ 83,200.00		\$ 832,000.00
City of Sunrise	59-006V	\$ 62,400.00		\$ 624,000.00
<b>Total</b>				<b>\$2,974,400.00</b>

<b>Agency Name/Location City Name</b>	<b>New ID Number</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>
BSO - Cooper City	59-022V	\$ 26,000.00	\$ 260,000.00
BSO - Dania Beach	59-023V	\$ 15,600.00	\$ 156,000.00
BSO - Deerfield Beach	59-019V	\$ 36,400.00	\$ 364,000.00
BSO - Lauderdale Lakes	59-017V	\$ 10,400.00	\$ 104,000.00
BSO - North Lauderdale	59-021V	\$ 10,400.00	\$ 104,000.00
BSO - Oakland Park	59-016V	\$ 10,400.00	\$ 104,000.00
BSO - Parkland	59-014V	\$ 36,400.00	\$ 364,000.00
BSO - Pompano Beach	59-020V	\$ 83,200.00	\$ 832,000.00
BSO - Tamarac	59-015V	\$ 15,600.00	\$ 156,000.00
BSO - Weston	59-018V	\$ 52,000.00	\$ 520,000.00
BSO - Central Broward	59-067V	\$ 10,400.00	\$ 104,000.00
<b>Total</b>			<b>\$ 3,068,000.00</b>

## EXECUTIVE SUMMARY

### Recommendation of \$500,000 or Greater School Resource Officer (SRO) Program Agreement for 2018/2019

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#### **Introduction**

##### **Responsible: Procurement & Warehousing Services (PWS)**

This request is to approve the School Resource Officer (SRO) Program Agreements for The Town of Davie, The City of Hollywood, The City of Lauderdale, The City of Pembroke Pines and The City of Sunrise, as well as the consolidated Broward Sheriff's Office agreement (BSO) for Central Broward, Cooper City, Dania Beach, Deerfield Beach, Lauderdale Lakes, North Lauderdale, Oakland Park, Parkland, Pompano Beach, Tamarac and Weston for ten (10) months from August 08, 2018 through June 05, 2019. The agreements will be used by the Broward District Schools Police Department – Special Investigative Unit. The current and replacement ID numbers information is in Table #1 and Table #1A below.

#### **Goods/Services Description**

##### **Responsible: Chief, Special Investigative Unit (SIU)**

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

- a) The performance of law enforcement functions within the school setting.
- b) The identification and prevention of juvenile delinquency (including substance abuse) through counseling and referral services.
- c) The enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law.
- d) The development of positive student concepts of the law enforcement community and the 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, the rights, obligations, and responsibilities of students as citizens.
- g) The provision of assistance to the District in protecting and securing the school plant and its occupants.

The program emphasis focusing on developing a rapport with students, presenting information to students on various crime prevention subjects, providing law enforcement resource assistance to school personnel, parents, students, 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 the District's legal and judicial system.

#### **Procurement Method**

##### **Responsible: PWS**

Policy 3320, Part II, Rule G and Section 6A-1012(7), Florida Administrative Code allows the requirement for requesting competitive solicitations or prior School Board approval waived for the purchase of professional services.

**Recommendation of \$500,000 or Greater  
School Resource Officer (SRO) Program Agreements for 2018/2019  
December 18, 2018 Board Agenda  
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**Financial Impact  
Responsible: PWS and SIU**

The estimated financial impact to the District will be:

\$2,974,400 - for fifty-seven (57) SROs  
~~\$3,016,000~~ \$3,068,000 - for fifty-eight ~~nine~~ (58 ~~9~~) BSOs.  
~~\$5,990,400~~ **\$6,042,400**

The funding source will come from the Safe Schools Allocation operating budget.

The financial impact represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

The financial analysis and financial impact are demonstrated in Table 1 and Table 1A.

**Table 1: Financial Analysis and Impact**

Agency Name/Location City Name	Current Financial Analysis					Future Financial Impact		
	Current ID Number	Previous Award Amount (10 months)	Total Spend (10 months)	Average Monthly Expenditure	Unused Authorized Spending	New ID Number	New Award Amount (10 months)	# of SROs
Town of Davie	58-009V	\$ 323,764.00	\$ 323,764.00	\$ 32,376.40	\$ -	59-004V	\$ 686,400.00	13
City of Hollywood	58-013V	\$ 541,148.40	\$ 541,148.40	\$ 54,114.84	\$ -	59-007V	\$ 624,000.00	12
City of Lauderhill	58-015V	\$ 185,008.00	\$ 185,008.00	\$ 18,500.80	\$ -	59-009V	\$ 208,000.00	4
City of Pembroke Pines	58-011V	\$ 740,032.00	\$ 740,032.00	\$ 74,003.20	\$ -	59-011V	\$ 832,000.00	16
City of Sunrise	58-016V	\$ 508,772.00	\$ 508,772.00	\$ 50,877.20	\$ -	59-006V	\$ 624,000.00	12
<b>Total</b>		<b>\$ 2,298,724.40</b>	<b>\$ 2,298,724.40</b>	<b>\$ 229,872.44</b>			<b>\$ 2,974,400.00</b>	<b>57</b>

**Table 1A: Financial Analysis and Impact**

Agency Name/Location City Name	Current Financial Analysis					Future Financial Impact		
	Current ID Number	Previous Award Amount (10 months)	Total Spend (10 months)	Average Monthly Expenditure	Unused Authorized Spending	New ID Number	New Award Amount (10 months)	# of BSOs
BSO - Cooper City	58-022V	\$ 231,260.00	\$ 231,260.00	\$ 23,126.00	\$ -	59-022V	\$ 260,000.00	5
BSO - Dania Beach	58-031V	\$ 92,504.00	\$ 92,504.00	\$ 9,250.40	\$ -	59-023V	\$ 156,000.00	3
BSO - Deerfield Beach	58-029V	\$ 231,260.00	\$ 231,260.00	\$ 23,126.00	\$ -	59-019V	\$ 364,000.00	7
BSO - Lauderdale Lakes	58-024V	\$ 185,008.00	\$ 185,008.00	\$ 18,500.80	\$ -	59-017V	\$ 104,000.00	2
BSO - North Lauderdale	58-026V	\$ 111,004.80	\$ 111,004.80	\$ 11,100.48	\$ -	59-021V	\$ 104,000.00	2
BSO - Oakland Park	58-028V	\$ 92,504.00	\$ 92,504.00	\$ 9,250.40	\$ -	59-016V	\$ 104,000.00	2
BSO - Parkland	58-030V	\$ 231,260.00	\$ 231,260.00	\$ 23,126.00	\$ -	59-014V	\$ 364,000.00	7
BSO - Pompano Beach	58-023V	\$ 416,268.00	\$ 416,268.00	\$ 41,626.80	\$ -	59-020V	\$ 832,000.00	16
BSO - Tamarac	58-025V	\$ 92,504.00	\$ 92,504.00	\$ 9,250.40	\$ -	59-015V	\$ 156,000.00	3
BSO - Weston	58-027V	\$ 323,764.00	\$ 323,764.00	\$ 32,376.40	\$ -	59-018V	\$ 520,000.00	10
BSO - Central Broward						59-067V	\$ 104,000.00	2
<b>Total</b>		<b>\$ 2,007,336.80</b>	<b>\$ 2,007,336.80</b>	<b>\$ 200,733.68</b>			<b>\$ 3,068,000.00</b>	<b>59</b>

**Recommendation of \$500,000 or Greater  
School Resource Officer (SRO) Program Agreements for 2018/2019  
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The allocation of the School Resource Officers is provided in Table 2 and 2A.

Table 2: Allocation of School Resource Officers									
AGENCY / MUNICIPALITY	ELEMENTARY	MIDDLE	HIGH	COMBINATION	COLLEGE	NUMBER OF SRO	NUMBER OF SITES SERVICED		
Town of Davie	Davie	1	Indian Ridge	1	Nova	1		McFatter Technical	1
	Flamingo	1	Nova	1	Western	2			
	Fox Trail	1							
	Hawkes Bluff	1							
	Nova Blanche Forman	1							
	Nova Eisenhower	1							
	Silver Ridge	1							
	7	2		3			1	13	12
City of Hollywood	Colbert	1	Apollo	1	Hollywood Hills	1	Beachside Montessori	1	
	Hollywood Hills	1	Attucks	1	McArthur	1			
	Orange Brook	1	Driftwood	1	South Broward	1			
	Sheridan Park	1	McNicol	1					
	4	4		3		1		12	12
City of Lauderhill	Lauderhill Paul Turner	1	Parkway	1		Lauderhill 6-12	1		
	Royal Palm	1							
	2	1				1		4	4
City of Pembroke Pines	Chapel Trail	1	Pines	1	Flanagan	2			
	Lakeside	1	Silver Trail	1	West Broward	2			
	Palm Cove	1	Walter C. Young	1					
	Panther Run	1							
	Pasadena Lakes	1							
	Pembroke Lakes	1							
	Pembroke Pines	1							
	Pines Lakes	1							
	1								
	9	3		4			0	16	14
City of Sunrise	Banyan	1	Bair	1	Piper	2			
	Discovery	1	Westpine	1					
	Horizon	1							
	Nob Hill	1							
	Sandpiper	1							
	Sawgrass	1							
	Village	1							
	1								
	8	2		2				12	11
TOTALS	22	10		10		2	1	57	53

**EXHIBIT A**  
**LIST OF PARTICIPATING SCHOOLS**

a) Participating Elementary School:

Davie (1 Officer)  
Flamingo (1 Officer)  
Fox Trail (1 Officer)  
Hawkes Bluff (1 Officer)  
Nova Blanche Forman (1 Officer)  
Nova Eisenhower (1 Officer)  
Silver Ridge (1 Officer)

b) Participating Middle School:

Indian Ridge (1 Officer)  
Nova (1 Officer)

c) Participating High School:

Nova (1 Officer)  
Western (2 Officers)

d) Participating Technical College:

McFatter (1 Officer)



**Recommendation of \$500,000 or Greater  
School Resource Officer (SRO) Program Agreements for 2018/2019  
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Table 2A: Allocation of School Resource Officers (BSO)										
AGENCY/MUNICIPALITY	ELEMENTARY		MIDDLE		HIGH		CENTER / ALTERNATIVE	COMBINATION	NUMBER OF SRO	NUMBER OF SITES SERVICED
BSO-City of Cooper City	Cooper City	1	Pioneer	1	Cooper City	1				
	Embassy Creek	1								
	Griffin	1								
		3		1		1			5	5
BSO - City of Dania	Collins	1	Olsen	1						
	Dania	1								
		2		1					3	3
BSO-City of Deerfield Beach	Deerfield Beach	1	Deerfield Beach	1	Deerfield Beach	1				
	Deerfield Park	1								
	Park Ridge	1								
	Quiet Waters	1								
	Tedder	1								
		5		1		1			7	7
BSO - City of Lauderdale Lakes			Lauderdale Lakes	1	Boyd Anderson	1				
				1		1	0		2	2
BSO-City of North Lauderdale			Silver Lakes	1				North Lauderdale	1	
				1					1	2
Park			Rickards	1	Northeast	1				
				1		1			2	2
BSO-City of Parkland	Heron Heights	1	Westglades	2	Marjory Stoneman Douglas	2				
	Park Trails	1								
	Riverglades	1								
		3		2		2			7	5
BSO-City of Pompano Beach	Charles Drew	1	Crystal Lake	1	Blanche Ely	2	Cross Creek	1		
	Cresthaven	1	Pompano Beach	1	Pompano Beach	1	Cypress Run	1		
	Cypress	1								
	Markham	1								
	McNab	1								
	Norcrest	1								
	Palm View	1								
	Pompano Beach	1								
	Sanders Park	1								
		9		2		3	2		16	15
BSO-City of Tamarac	Challenger	1						Millenium 6-12	1	
	Tamarac	1								
		2							1	3
BSO-City of Weston	Country Isles	1	Falcon Cove	1	Cypress Bay	2				
	Eagle Point	1	Tequesta Trace	1						
	Everglades	1								
	Gator Run	1								
	Indian Trace	1								
	Manatee Bay	1								
		6		2		2			10	9
BSO-City of Central Broward	Meadow Brook	1				Pine Ridge	1			
		1					1		2	2
<b>TOTALS</b>		<b>31</b>		<b>12</b>		<b>11</b>	<b>3</b>	<b>2</b>	<b>59</b>	<b>55</b>

# SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into as of this 18<sup>th</sup> day of December 2018, 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

**TOWN OF DAVIE, FLORIDA**  
(hereinafter referred to as "TOWN"),  
a municipal corporation whose principal place of business is  
1230 South Nob Hill Road  
Davie, Florida 33324

**WHEREAS**, SBBC has established a School Resource Officer Program (hereafter referred to as "SRO Program") pursuant to the Marjory Stoneman Douglas High School Public Safety Act; and

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

**WHEREAS**, the TOWN 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 TOWN 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 8, 2018** and conclude on **August 7, 2019**.

2.02 **Participating District Schools.** TOWN shall assign thirteen (13) law enforcement officers to serve as SROs at twelve (12) schools operated by SBBC that are listed on the attached **Exhibit A** (hereafter collectively referred to as “Participating Schools”).

2.03 **Assignment of SROs.**

a) The TOWN 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 TOWN may change the law enforcement officers assigned to participate as SROs at any time during the term of this Agreement. Unless precluded by emergency circumstances, the TOWN shall at all times maintain SROs on duty during those regular school hours, in accordance with the number of SROs specified in Section 2.02. The only exception is that the TOWN may move one (1) of the two (2) high school SROs to another of the schools listed in **Exhibit A** for the purposes of conducting law enforcement actions related to that respective school, or as required for training. “Regular school hours” shall be defined as when students are required to be on campus beginning at least thirty (30) minutes prior to and ending at least thirty (30) minutes after the respective Participating School’s posted school bell schedule. The TOWN shall promptly advise the principal of the Participating School of the name of any replacement SRO assigned to provide services under this Agreement.

b) From August 8, 2018 through June 5, 2019, the law enforcement officers shall be assigned to schools as follows: Davie Elementary School (1 Officer), Flamingo Elementary School (1 Officer), Fox Trail Elementary School (1 Officer), Hawkes Bluff Elementary School (1 Officer), Nova Blanche Forman Elementary (1 Officer), Nova Eisenhower Elementary (1 Officer), Silver Ridge Elementary (1 Officer), Indian Ridge Middle School (1 Officer), Nova Middle School (1 Officer), Nova High School (1 Officer), and Western High School (2 Officers).

c) From August 8, 2018 through August 7, 2019, one (1) law enforcement officer shall be assigned to McFatter Technical College.

2.04 **Applicable Policies and Standards.** The TOWN 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 applicable 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 provision of assistance to SBBC in protecting and securing the school plant and its occupants;

- c) the identification and prevention of juvenile delinquency (including substance abuse) through counseling and referral services);
- d) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law;
- e) 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;
- f) the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting;
- g) the presentation of educational programs concerning crime prevention and the rights, obligations and responsibilities of students as citizens; and
- h) **Law Enforcement Gun Safes/Lockers.**
  - 1) The TOWN may, at the TOWN's sole expense and discretion, purchase and install one (1) or more gun safes or gun lockers at any Participating School;
  - 2) The TOWN, at its sole discretion, may store any weapons in such gun safes or gun lockers as the TOWN deems appropriate to the performance of law enforcement duties;
  - 3) The TOWN will provide SBBC with written documentation from its appropriate department that the TOWN is self insured;;
  - 4) The TOWN will ensure that the location selected for any gun safe or gun locker will be able to structurally-support the gun safe and its contents and that any installed gun safe or gun locker will not be easily removed or tampered with by unauthorized persons. The TOWN will coordinate with SBBC officials the location and placement of any gun safe or gun locker so such items may be incorporated within the Participating School's security plan;
  - 5) If at the conclusion of this Agreement, either party determines that they will not enter into an Agreement for the following school year, the TOWN will remove such gun safes, gun lockers and their contents and restore the premises to their original condition within ninety (90) calendar days from the notification of the parties intent to not enter into said Agreement or by the end of the term of this Agreement, whichever, occurs last, or such items shall become SBBC's property and SBBC may dispose of the gun safe or gun locker as they see fit. However, the contents of the gun safe or gun locker shall remain property of TOWN and SBBC shall return the contents to TOWN before disposing of the gun safe or gun locker.

including those provided through the SRO Program. Each SRO will provide instructional activities to the students at his/her assigned school(s) in areas of instruction within the SRO's experience, education and training. Any activities conducted by an SRO as part of the regular instructional program shall be provided upon prior consultation and coordination with the principal of the Participating School.

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

2.08 **Payment for SRO Program Services.** SBBC shall pay to TOWN the sum of Six Hundred Eighty-Six Thousand Four Hundred Dollars and 00/100 Cents (\$686,400.00) as specifically stated herein. The monthly cost per SRO is Five Thousand Two Hundred Dollars and 00/100 Cents (\$5,200.00). The TOWN shall invoice SBBC for SRO services rendered under this Agreement in installments with the first five invoices for the months of August, September, October, November and December being delivered to SBBC in December 2018 and subsequent invoices shall be delivered to SBBC on a monthly basis, with the final invoice delivered to SBBC in July, 2019. Each monthly invoice shall contain reference to the respective installment to which it pertains and the date of this Agreement. The monthly invoices for the months of August 2018 through May 2019 shall be in the amount of Sixty-Seven Thousand Six Hundred Dollars and 00/100 Cents (\$67,600.00). Additionally, the monthly invoices for the months of June 2019 and July 2019 shall be in the amount of Five Thousand Two Hundred Dollars and 00/100 Cents (\$5,200.00). Upon certification by SBBC's contact person designated in Section 2.07 that the SRO services provided by the TOWN were satisfactory, SBBC shall make payment for SRO services within thirty (30) calendar days of its receipt of an invoice from the TOWN for such services.

2.09 **Inspection of TOWN's Records by SBBC.** TOWN 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 TOWN'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 TOWN or any of TOWN's payees pursuant to this Agreement. TOWN'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. TOWN'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) **TOWN's Records Defined.** For the purposes of this Agreement, the term "TOWN's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, 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 TOWN'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 TOWN pursuant to this Agreement.

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

(e) Failure to Permit Inspection. Failure by TOWN 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 TOWN'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 TOWN in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by TOWN. If the audit discloses billings or charges to which TOWN is not contractually entitled, TOWN shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. TOWN 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 TOWN 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 TOWN 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 TOWN.

(h) Inspector General Audits. TOWN 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 TOWN's Records will not be open to inspection, examination, evaluation, reproduction or audit if prohibited by law.

2.10 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed

by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

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

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

Two to TOWN: Keith Dunn, Chief of Police  
Davie Police Department  
1230 South Nob Hill Road  
Davie, Florida 33324

Richard Lemack, Town Administrator  
Town of Davie  
6591 Orange Drive  
Davie, FL 33314

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 TOWN 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 TOWN 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 TOWN. 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 TOWN'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) calendar days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay the TOWN 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) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar 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) calendar days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

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

3.08 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. The TOWN shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, the TOWN shall provide SBBC with a copy of any requested



public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The TOWN shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if the TOWN does not transfer the public records to SBBC. Upon completion of the Agreement, the TOWN shall transfer, at no cost, to SBBC all public records in possession of the TOWN or keep and maintain public records required by SBBC to perform the services required under the Agreement. If the TOWN transfer all public records to SBBC upon completion of the Agreement, the TOWN shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the TOWN keeps and maintains public records upon completion of the Agreement, the TOWN shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [RECORDREQUESTS@BROWARDSCHOOLS.COM](mailto:RECORDREQUESTS@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

**3.09 Student Records:** Notwithstanding any provision to the contrary within this Agreement, the TOWN 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 TOWN requests for student records made to SBBC shall be in compliance with this provision. The TOWN 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 TOWN 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 TOWN 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 TOWN, or an officer, employee, agent, representative, contractor, or sub-contractor of the TOWN to the extent that the TOWN or an officer, employee, agent, representative, contractor, or sub-contractor of the TOWN shall negligently violate the provisions of this section or of Sections 1002.22 and 1002.221, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Nothing herein is intended to serve

as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

3.10 **Compliance with Laws.** Each party shall comply with all applicable federal, state, and local laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement. However, nothing contained herein shall be construed as either party assuming the responsibility of the other party's obligations as defined by applicable law.

3.11 **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.

3.12 **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.

3.13 **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.

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

3.15 **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.

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

3.17 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **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.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]



(Corporate Seal)

**FOR SBBC**

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By *Heather P. Brinkworth*  
Heather P. Brinkworth, Chair

ATTEST:

*Robert W. Runcie*

Robert W. Runcie  
Superintendent of Schools

Approved as to Form and Legal Content:

*Kathelyn Jacques-Adams*

Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@gbrowardschools.com  
Reason: Town of Davie, Florida - School Resource Officer Program 2018-2019  
Date: 2018.12.05 09:41:35 -05'00'

Office of the General Counsel



FOR TOWN

TOWN OF DAVIE, FLORIDA

By \_\_\_\_\_  
MAYOR

*Judy Paul*

Approved as to Form:

\_\_\_\_\_  
TOWN ATTORNEY

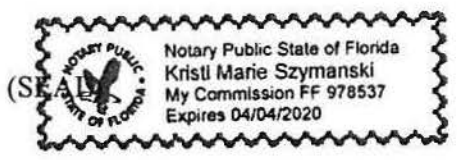
STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 2nd day of January, 2019 by Judy Paul on behalf of the Town of Davie, Florida. He/She is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath.  
Type of Identification \_\_\_\_\_

My Commission Expires:

*Kristi Marie Szymanski*  
Signature - Notary Public



KRISTI MARIE SZYMANSKI  
Printed Name of Notary

FF 978537  
Notary's Commission No

**EXHIBIT A**  
**LIST OF PARTICIPATING SCHOOLS**

a) Participating Elementary School:

Davie (1 Officer)  
Flamingo (1 Officer)  
Fox Trail (1 Officer)  
Hawkes Bluff (1 Officer)  
Nova Blanche Forman (1 Officer)  
Nova Eisenhower (1 Officer)  
Silver Ridge (1 Officer)

b) Participating Middle School:

Indian Ridge (1 Officer)  
Nova (1 Officer)

c) Participating High School:

Nova (1 Officer)  
Western (2 Officers)

d) Participating Technical College:

McFatter (1 Officer)

# SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into as of this 18<sup>th</sup> day of December, 2018, 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 HOLLYWOOD, FLORIDA**  
(hereinafter referred to as "CITY"),  
a municipal corporation whose principal place of business is  
3250 Hollywood Boulevard  
Hollywood, Florida 33021.

**WHEREAS**, SBBC has established a School Resource Officer Program (hereafter referred to as "SRO Program") pursuant to the Marjory Stoneman Douglas High School Public Safety Act; and

**WHEREAS**, SBBC desires that the CITY provide law enforcement officers to serve as School Resource Officers (hereafter referred to as "SROs") in district public schools located within the CITY, Broward County, Florida and the CITY shall 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 **August 8, 2018** and conclude on **June 5, 2019**.

2.02 **Participating District Schools.** CITY shall assign four (4) law enforcement officers to serve as SROs at four (4) elementary schools selected by SBBC, seven (7) law enforcement officers to serve as SROs at seven (7) secondary schools and one (1) law enforcement officer to serve as an SRO at one (1) combination school, operated by SBBC that are listed on the attached **Exhibit A** (hereafter collectively referred to as “Participating Schools”). The parties agree that the Superintendent and the City Manager are delegated the authority to add additional Participating Schools during the term of this Agreement and the City shall invoice SBBC for SRO services at such additional Participating Schools at the monthly cost per SRO specified in Section 2.08.

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 emergency circumstances, the CITY shall at all times maintain SROs on duty during those regular school hours, in accordance with the number of SROs specified in Section 2.02. “Regular school hours” shall be defined as beginning at least thirty (30) minutes prior to and ending at least thirty (30) minutes after the respective Participating School’s posted school bell schedule. 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 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 provision of assistance to SBBC in protecting and securing the school plant and its occupants.
- c) the identification and prevention of juvenile delinquency (including substance abuse) through counseling and referral services);
- d) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law;



- e) 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;
- f) the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting; and
- g) **Law Enforcement Gun Safes/Lockers.**
  - 1) The CITY may, at the CITY's sole expense and discretion, purchase and install one (1) or more gun safes or gun lockers at any Participating School;
  - 2) The CITY, at its sole discretion, may store any weapons in such gun safes or gun lockers as the CITY deems appropriate to the performance of law enforcement duties;
  - 3) Should the City elect to install gun safes or gun lockers, the City shall provide to the SBBC a letter from the City's Risk Manager indicating that the City is a self-insured municipal corporation, in accordance with Section 768.28, Florida Statutes.
  - 4) The CITY will ensure that the location selected for any gun safe or gun locker will be able to structurally-support the gun safe and its contents and that any installed gun safe or gun locker will not be easily removed or tampered with by unauthorized persons. The CITY will coordinate with SBBC officials the location and placement of any gun safe or gun locker so such items may be incorporated within the Participating School's security plan; and
  - 5) If at the conclusion of this Agreement, either party determines that they will not enter into an Agreement for the following school year, the CITY will remove such gun safes, gun lockers and their contents and restore the premises to their original condition within ninety (90) calendar days from the notification of the parties intent to not enter into said Agreement or by the end of the term of this Agreement, whichever, occurs last, or such items shall become SBBC's property and SBBC may dispose of the gun safe or gun locker as it sees fit. However, the contents of the gun safe or gun locker shall remain property of CITY and SBBC shall return the contents to CITY before disposing of the gun safe or gun locker.

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

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

2.08 **Payment for SRO Program Services.** SBBC shall pay to CITY the sum of Six Hundred Twenty-Four Thousand and 00/100 Cents (\$624,000.00) as specifically stated herein. The monthly cost per SRO is Five Thousand Two Hundred Dollars and 00/100 Cents (\$5,200.00). The CITY shall invoice SBBC for SRO services rendered under this Agreement in installments with the first five invoices for the months of August, September, October, November and December being delivered to SBBC in December, 2018 and subsequent invoices shall be delivered to SBBC on a monthly basis, with the final invoice delivered to SBBC in May, 2019. Each monthly invoice shall contain reference to the respective installment to which it pertains and the date of this Agreement. Additionally, each monthly invoice shall be in the amount of Sixty-Two Thousand Four Hundred Dollars and 00/100 Cents (\$62,400.00). 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) calendar 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, 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 the audit discloses billings or charges to which CITY is not contractually entitled, CITY shall pay said sum to SBBC within twenty (20) calendar 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 Special Investigative Unit  
The School Board of Broward County, Florida  
7720 West Oakland Park Boulevard – Suite 355  
Sunrise, FL 33351

To CHIEF: Chris O'Brien, Chief of Police  
Hollywood Police Department  
3250 Hollywood Boulevard  
Hollywood, Florida 33021

To CITY: Dr. Wazir Ishmael, City Manager  
2600 Hollywood Boulevard  
Room 419  
Hollywood, Florida 33020

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) calendar 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) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar 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) calendar days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

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

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

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

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [RECORDREQUESTS@BROWARDSCHOOLS.COM](mailto:RECORDREQUESTS@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

3.09 **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 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.

3.10 **Compliance with Laws.** Nothing contained herein shall be construed as either party assuming the responsibility of the other party's obligations as defined by applicable law.

3.11 **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.

3.12 **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.

3.13 **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.

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

3.15 **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.

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

3.17 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **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.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**




**FOR SBBC**

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA


(Corporate Seal)

By   
Heather P. Brinkworth, Chair

ATTEST:

  
Robert W. Runcie  
Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams,  
Esq. - kathelyn.jacques-  
adams@gbrowardschools.com  
Reason: City of Hollywood, Florida - School  
Resource Officer Program - 2018-2019  
Date: 2018.12.03 11:42:01 -05'00'

Office of the General Counsel

FOR CITY

(Municipal Seal)

**CITY OF HOLLYWOOD, FLORIDA a  
municipal corporation of the State of  
Florida**

ATTEST:

Patricia A. Cerny  
Patricia A. Cerny, MMC  
City Clerk

By: Josh Levy  
Josh Levy, Mayor

Approved as to Form and Legal  
Sufficiency For the Use and Reliance  
Of The City of Hollywood, Florida, only.

Douglas R. Gonzales  
Douglas R. Gonzales, City Attorney

STATE OF Florida  
COUNTY OF Broward

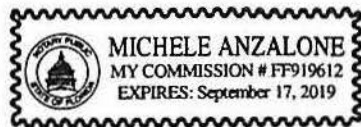
The foregoing instrument was acknowledge before me this 17 day of  
December, 2018 by JOSH LEVY on behalf of the City of  
Hollywood, Florida. He/She is personally known to me or produced  
as identification and did/did not first take an oath.

My Commission Expires:

Michele Anzalone  
Signature – Notary Public

Michele Anzalone  
Printed Name of Notary

(SEAL)



\_\_\_\_\_  
Notary's Commission No.

**EXHIBIT A**  
**LIST OF PARTICIPATING SCHOOLS**

a) Participating Elementary School:

Hollywood Hills (1 Officer)  
Colbert (1 Officer)  
Orange Brook (1 Officer)  
Sheridan Park (1 Officer)

b) Participating Middle School:

Apollo (1 Officer)  
Attucks (1 Officer)  
Driftwood (1 Officer)  
McNicol (1 Officer)

c) Participating High School:

Hollywood Hills (1 Officer)  
McArthur (1 Officer)  
South Broward (1 Officer)

d) Participating Combination School:

Beachside Montessori Village (1 Officer)

# SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into as of this 18<sup>th</sup> day of December 2018, 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 LAUDERHILL, FLORIDA**  
(hereinafter referred to as "CITY"),  
a municipal corporation whose principal place of business is  
5581 West Oakland Park Boulevard  
Lauderhill, Florida 33319.

**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 the CITY, Broward County, Florida and the CITY shall provide the number of law enforcement officers indicated in this Agreement 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 **August 8, 2018** and conclude on **June 5, 2019**.

2.02 **Participating District Schools.** CITY shall assign four (4) law enforcement officers to serve as SROs at four (4) schools operated by SBBC that are listed on the attached **Exhibit A** (hereafter collectively referred to as “Participating Schools”).

2.03 **Assignment of SROs.** The 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 emergency circumstances, the CITY shall at all times maintain SROs on duty during those regular school hours, in accordance with the number of SROs specified in Section 2.02. “Regular school hours” shall be defined as beginning at least thirty (30) minutes prior to and ending at least thirty (30) minutes after the respective Participating School’s posted school bell schedule. 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 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 provision of assistance to SBBC in protecting and securing the school plant and its occupants;
- c) the identification and prevention of juvenile delinquency (including substance abuse) through counseling and referral services);
- d) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law;
- e) 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;
- f) the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting;

- g) the presentation of educational programs concerning crime prevention and the rights, obligations and responsibilities of students as citizens; and
- h) **Law Enforcement Gun Safes/Lockers.**
  - 1) The CITY may, at the CITY's sole expense and discretion, purchase and install one (1) or more gun safes or gun lockers at any Participating School;
  - 2) The CITY, at its sole discretion, may store any weapons in such gun safes or gun lockers as the CITY deems appropriate to the performance of law enforcement duties;
  - 3) The CITY will provide SBBC with written documentation from its appropriate department that the CITY is self insured;
  - 4) The CITY will ensure that the location selected for any gun safe or gun locker will be able to structurally-support the gun safe and its contents and that any installed gun safe or gun locker will not be easily removed or tampered with by unauthorized persons. The CITY will coordinate with SBBC officials the location and placement of any gun safe or gun locker so such items may be incorporated within the Participating School's security plan; and
  - 5) If at the conclusion of this Agreement, either party determines that they will not enter into an Agreement for the following school year, the CITY will remove such gun safes, gun lockers and their contents and restore the premises to their original condition within ninety (90) calendar days from the notification of the parties intent to enter into said Agreement or by the end of the term of this Agreement, whichever, occurs last, or such items shall become SBBC's property and SBBC may dispose of safe and its contents as it sees fit and appropriate. However, the contents of the gun safe or gun locker shall remain property of CITY and SBBC shall return the contents to CITY before disposing of the gun locker or gun safe.

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

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

2.08 **Payment for SRO Program Services.** SBBC shall pay to CITY the sum of Two Hundred Eight Thousand Dollars and 00/100 Cents (\$208,000.00) as specifically stated herein.

The monthly cost per SRO is Five Thousand Two Hundred Dollars and 00/100 Cents (\$5,200.00). The CITY shall invoice SBBC for SRO services rendered under this Agreement in installments with the first five invoices for the months of August, September, October, November and December being delivered to SBBC in December 2018 and subsequent invoices shall be delivered to SBBC on a monthly basis, with the final invoice delivered to SBBC in May, 2019. Each monthly invoice shall contain reference to the respective installment to which it pertains and the date of this Agreement. Additionally, each monthly invoice shall be in the amount of Twenty Thousand Eight Hundred Dollars and 00/100 Cents (\$20,800.00). 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) calendar 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, 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) calendar 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 Special Investigative Unit  
The School Board of Broward County, Florida  
7720 West Oakland Park Boulevard – Suite 355  
Sunrise, FL 33351



To CITY: Constance Stanley, Chief of Police  
Lauderhill Police Department  
6279 West Oakland Park Boulevard  
Lauderhill, Florida 33319

With a Copy to: Charles Faranda, City Manager  
City of Lauderhill City Hall  
5581 West Oakland Park Boulevard  
Lauderhill, Florida 33313

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) calendar 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) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar 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) calendar days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

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

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

custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [RECORDREQUESTS@BROWARDSCHOOLS.COM](mailto:RECORDREQUESTS@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

3.09 **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 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.

3.10 **Compliance with Laws.** Each party shall comply with all applicable federal, state, and local laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement. However, nothing contained herein shall be construed as either party assuming the responsibility of the other party's obligations as defined by applicable law.

3.11 **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.

3.12 **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.

3.13 **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.

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

3.15 **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.

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

3.17 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **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.

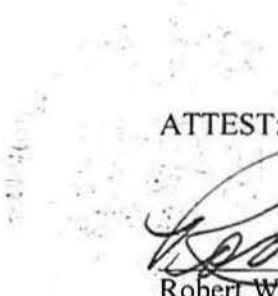
**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**


**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:



  
Robert W. Runcie  
Superintendent of Schools

By   
Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams,  
Esq. - kathelyn.jacques-  
adams@gbrowardschools.com  
Reason: City of Lauderhill, Florida - School  
Resource Officer Program - 2018-2019  
Date: 2018.12.07 10:41:42 -05'00'

Office of the General Counsel

FOR CITY

(Municipal Seal)

CITY OF LAUDERHILL, FLORIDA

Andrew M. Andell  
CITY CLERK

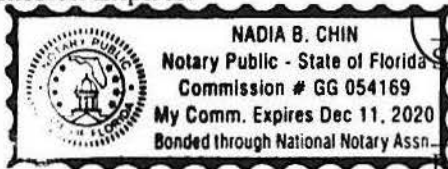
By [Signature]  
MAYOR

Approved as to Form:  
W. Greg Hall  
CITY ATTORNEY

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 10 day of December, 2018 by Mayor Ken Thurston on behalf of the City of Lauderhill, Florida. He/She is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath.  
Type of Identification

My Commission Expires:



(SEAL)

Nadia B. Chin  
Signature - Notary Public  
Nadia B. Chin  
Printed Name of Notary  
GG054169  
Notary's Commission No

**EXHIBIT A**  
**LIST OF PARTICIPATING SCHOOLS**

a) Participating Elementary School:

Lauderhill Paul Turner (1 Officer)  
Royal Palm (1 Officer)

b) Participating Middle School:

Parkway Middle (1 Officer)

c) Participating Combination School:

Lauderhill 6-12 (1 Officer)



# SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into as of this 18<sup>th</sup> day of December, 2018,  
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 PEMBROKE PINES, FLORIDA**  
(hereinafter referred to as "CITY"),  
a municipal corporation whose principal place of business is  
9500 Pines Boulevard  
Pembroke Pines, Florida 33024.

**WHEREAS**, SBBC has established a School Resource Officer Program (hereafter referred to as "SRO Program") pursuant to the Marjory Stoneman Douglas High School Public Safety Act; and

**WHEREAS**, SBBC desires that the CITY provide law enforcement officers to serve as School Resource Officers (hereafter referred to as "SROs") in district public schools located within the CITY, Broward County, Florida and the CITY shall 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 **August 8, 2018** and conclude on **June 5, 2019**.

2.02 **Participating District Schools.** CITY shall assign sixteen (16) law enforcement officers to serve as SROs at fourteen (14) schools operated by SBBC that are listed on the attached **Exhibit A** (hereafter collectively referred to as “Participating Schools”).

2.03 **Assignment of SROs.** The 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 emergency circumstances, the CITY shall at all times maintain SROs on duty during those regular school hours, in accordance with the number of SROs specified in Section 2.02. “Regular school hours” shall be defined as beginning at least thirty (30) minutes prior to and ending at least thirty (30) minutes after the respective Participating School’s posted school bell schedule. 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 CITY’s 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. However, if SBBC’s policies conflict with a CITY/Department policy, the City/Department policy shall take precedence, provided that the CITY/Department policy does not conflict with the terms and conditions described in this Agreement. Additionally, upon execution of this Agreement, the SBBC shall provide the City with a complete set of all SBBC policies applicable to the SRO program, which can be accessed via the Broward County Public Schools website School Board Policy section located at Uniform Resource Locator (URL) <https://www.browardschools.com/Page/>.

2.05 **Duties of SROs.** An SRO shall not function as a school disciplinarian 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 provision of assistance to SBBC in protecting and securing the school plant and its occupants;
- c) the identification and prevention of juvenile delinquency (including substance abuse) through counseling and referral services);
- d) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law;

- e) 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;
- f) the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting;
- g) the presentation of educational programs concerning crime prevention and the rights, obligations and responsibilities of students as citizens; and
- h) **Law Enforcement Gun Safes/Lockers.**
  - 1) The CITY may, at the CITY's sole expense and discretion, purchase and install one (1) or more gun safes or gun lockers at any Participating School;
  - 2) The CITY, at its sole discretion, may store any weapons in such gun safes or gun lockers as the CITY deems appropriate to the performance of law enforcement duties;
  - 3) The CITY will include SBBC as an additional insured upon the CITY's insurance policies with regard to any of CITY's weapons and other property stored at any Participating School;
  - 4) The CITY will ensure that the location selected for any gun safe or gun locker will be able to structurally-support the gun safe and its contents and that any installed gun safe or gun locker will not be easily removed or tampered with by unauthorized persons. The CITY will coordinate with SBBC officials the location and placement of any gun safe or gun locker so such items may be incorporated within the Participating School's security plan; and
  - 5) If at the conclusion of this Agreement, either party determines that they will not enter into an Agreement for the following school year, the CITY will remove such gun safes, gun lockers and their contents and restore the premises to their original condition within ninety (90) calendar days from the notification of the parties intent to not enter into said Agreement or by the end of the term of this Agreement, whichever, occurs last, or such items shall become SBBC's property and SBBC may dispose of safe and its contents as it sees fit and appropriate. However, the contents of the gun safe or gun locker shall remain property of CITY and SBBC shall return the contents to CITY before disposing of the gun safe or gun locker.

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

2.07 **SBBC Contact Persons.** The principal at each Participating School shall be SBBC's on-site contact person for any SROs assigned to that school. In addition, this section confirms that

SBBC's Superintendent of Schools has designated the Chief, Special Investigative Unit to serve as SBBC's liaison for the SRO Program.

2.08 **Payment for SRO Program Services.** SBBC shall pay to CITY the sum of Eight Hundred Thirty-Two Thousand Dollars and 00/100 Cents (\$832,000.00) as specifically stated herein. The monthly cost per SRO is Five Thousand Two Hundred Dollars and 00/100 Cents (\$5,200.00). The CITY shall invoice SBBC for SRO services rendered under this Agreement in installments with the first five invoices for the months of August, September, October, November and December being delivered to SBBC in December, 2018 and subsequent invoices shall be delivered to SBBC on a monthly basis, with the final invoice delivered to SBBC in May, 2019. Each monthly invoice shall contain reference to the respective installment to which it pertains and the date of this Agreement. Additionally, each monthly invoice shall be in the amount of Eighty-Three Thousand Two Hundred Dollars and 00/100 Cents (\$83,200.00). 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) calendar 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, 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 the audit discloses billings or charges to which CITY is not contractually entitled, CITY shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand 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 Special Investigative Unit  
The School Board of Broward County, Florida  
7720 West Oakland Park Boulevard – Suite 355  
Sunrise, FL 33351

Two to CITY: Daniel Giustino, Chief of Police  
Pembroke Pines Police Department  
9500 Pines Boulevard  
Pembroke Pines, Florida 33024

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) calendar 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) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar 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) calendar days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

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

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

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [RECORDREQUESTS@BROWARDSCHOOLS.COM](mailto:RECORDREQUESTS@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

3.09 **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 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.

3.10 **Compliance with Laws.** Each party shall comply with all applicable federal, state, and local laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement. However, nothing contained herein shall be construed as either party assuming the responsibility of the other party's obligations as defined by applicable law.

3.11 **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.

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

3.13 **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.

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

3.15 **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.

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

3.17 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

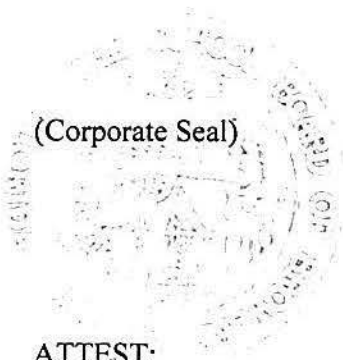
3.22 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions,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

3.23 **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.

3.24 **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.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**



ATTEST:

*Robert W. Runcie*

Robert W. Runcie  
Superintendent of Schools

**FOR SBBC**

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By *Heather P. Brinkworth*  
Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:

*Kathelyn Jacques-Adams*

Digitally signed by Kathelyn Jacques-Adams,  
Esq. - kathelyn.jacques-  
adams@gbrowardschools.com  
Reason: City of Pembroke Pines, Florida -  
School Resource Officer Program - 2018-2019  
Date: 2018.12.03 11:52:44 -05'00'

Office of the General Counsel



(Municipal Seal)

M. Graham  
MARLENE GRAHAM 12/3/18  
CITY CLERK

FOR CITY

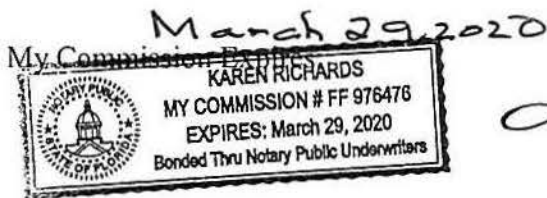
CITY OF PEMBROKE PINES, FLORIDA

By [Signature]  
MAYOR FRANK C. ORTIS

Approved as to Form:  
[Signature]  
CITY ATTORNEY

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 29 day of November, 2018 by Mayor Frank C. Ortis on behalf of the City of Pembroke Pines, Florida. He/She is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath.  
Type of Identification



(SEAL)

[Signature]  
Signature - Notary Public  
Karen Richards  
Printed Name of Notary  
FF-976476  
Notary's Commission No

**EXHIBIT A**  
**LIST OF PARTICIPATING SCHOOLS**

a) Participating Elementary School:

Chapel Trail (1 Officer)  
Lakeside (1 Officer)  
Palm Cove (1 Officer)  
Panther Run (1 Officer)  
Pasadena Lakes (1 Officer)  
Pembroke Lakes (1 Officer)  
Pembroke Pines (1 Officer)  
Pines Lakes (1 Officer)  
Silver Palms (1 Officer)

b) Participating Middle School:

Pines (1 Officer)  
Silver Trail (1 Officer)  
Walter C. Young (1 Officer)

c) Participating High School:

Flanagan (2 Officers)  
West Broward (2 Officers)

# SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into as of this 15<sup>th</sup> day of December, 2018, 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 SUNRISE, FLORIDA**  
(hereinafter referred to as "CITY"),  
a municipal corporation whose principal place of business is  
10770 West Oakland Park Boulevard  
Sunrise, Florida 33351

**WHEREAS**, SBBC has established a School Resource Officer Program (hereafter referred to as "SRO Program") pursuant to the Marjory Stoneman Douglas High School Public Safety Act; and

**WHEREAS**, SBBC desires that the CITY provide law enforcement officers to serve as School Resource Officers (hereafter referred to as "SROs") in all Participating District Schools located within the geographical limits of the CITY, Broward County, Florida and the CITY shall 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 **August 8, 2018** and conclude on **June 5, 2019**.

2.02 **Participating District Schools.** CITY shall assign twelve (12) law enforcement officers to serve as SROs at eleven (11) schools operated by SBBC that are listed on the attached **Exhibit A** (hereafter collectively referred to as “Participating Schools”).

2.03 **Assignment of SROs.** The 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 emergency circumstances, the CITY shall at all times maintain SROs on duty during those regular school hours, in accordance with the number of SROs specified in Section 2.02. “Regular school hours” shall be defined as beginning at least thirty (30) minutes prior to and ending at least thirty (30) minutes after the respective Participating School’s posted school bell schedule. The CITY shall promptly advise the principal of the Participating School of the name of any replacement law enforcement officer 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 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 provision of assistance to SBBC in protecting and securing the school plant and its occupants;
- c) the identification and prevention of juvenile delinquency (including substance abuse) through counseling and referral services);
- d) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law;
- e) 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;
- f) the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting;

- g) the presentation of educational programs concerning crime prevention and the rights, obligations and responsibilities of students as citizens; and
- h) **Law Enforcement Gun Safes/Lockers.**
  - 1) The CITY may, at the CITY's sole expense and discretion, purchase and install one (1) or more gun safes or gun lockers at any Participating School;
  - 2) The CITY, at its sole discretion, may store any weapons in such gun safes or gun lockers as the CITY deems appropriate to the performance of law enforcement duties;
  - 3) The CITY will provide SBBC with written documentation from its appropriate department that the CITY is self insured;
  - 4) The CITY will ensure that the location selected for any gun safe or gun locker will be able to structurally-support the gun safe and its contents and that any installed gun safe or gun locker will not be easily removed or tampered with by unauthorized persons. The CITY will coordinate with SBBC officials the location and placement of any gun safe or gun locker so such items may be incorporated within the Participating School's security plan; and
  - 5) If at the conclusion of this Agreement, either party determines that they will not enter into an Agreement for the following school year, the CITY will remove such gun safes, gun lockers and their contents and restore the premises to their original condition within ninety (90) calendar days from the notification of the parties intent to not enter into said Agreement or by the end of the term of this Agreement, whichever, occurs last, or such items shall become SBBC's property and SBBC may dispose of safe as it sees fit and appropriate. However, the contents of the gun safe or gun locker shall remain property of CITY and SBBC shall return the contents to CITY before disposing of the gun locker or gun safe.

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

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

2.08 **Payment for SRO Program Services.** SBBC shall pay to CITY the sum of Six Hundred Twenty-Four Thousand Dollars and 00/100 Cents (\$624,000.00) as specifically stated



herein. The monthly cost per SRO is Five Thousand Two Hundred Dollars and 00/100 Cents (\$5,200.00). The CITY shall invoice SBBC for SRO services rendered under this Agreement in installments with the first five invoices for the months of August, September, October, November and December being delivered to SBBC in December, 2018 and subsequent invoices shall be delivered to SBBC on a monthly basis, with the final invoice delivered to SBBC in May, 2019. Each monthly invoice shall contain reference to the respective installment to which it pertains and the date of this Agreement. Additionally, each monthly invoice shall be in the amount of Sixty-Two Thousand Four Hundred Dollars and 00/100 Cents (\$62,400.00). 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) calendar 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, 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) calendar 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 Special Investigative Unit  
The School Board of Broward County, Florida  
7720 West Oakland Park Boulevard – Suite 355  
Sunrise, FL 33351

To CITY: Anthony W. Rosa, Chief of Police  
Sunrise Police Department  
10440 West Oakland Park Boulevard  
Sunrise, Florida 33351

With a Copy to: City Attorney  
City Attorney's Office  
City of Sunrise  
10770 West Oakland Park Boulevard  
Sunrise, Florida 33351

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) calendar 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) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar 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) calendar days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

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

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

custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [RECORDREQUESTS@BROWARDSCHOOLS.COM](mailto:RECORDREQUESTS@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

**IF THE SBBC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SBBC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE SBBC SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL ([CITYCLERK@SUNRISEFL.GOV](mailto:CITYCLERK@SUNRISEFL.GOV)), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).**

**3.09 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, agents, or employees while acting in the scope of his or her employment, 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 its officers, agents, or employees while acting in the scope of his or her employment, to the extent caused by the negligent violation of 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.

3.10 **Compliance with Laws.** Each party shall comply with all applicable federal, state, and local laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement. However, nothing contained herein shall be construed as either party assuming the responsibility of the other party's obligations as defined by applicable law.

3.11 **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.

3.12 **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.

3.13 **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.

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

3.15 **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.

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

3.17 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **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.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]



(Corporate Seal)

**FOR SBBC**

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By *Heather P. Brinkworth*

Heather P. Brinkworth, Chair

ATTEST:

*Robert W. Runcie*

Robert W. Runcie  
Superintendent of Schools

Approved as to Form and Legal Content:

*Kathelyn Jacques Adams*

Digitally signed by Kathelyn Jacques-  
Adams, Esq. - kathelyn.jacques-  
adams@gbrowardschools.com  
Reason: City of Sunrise, Florida - School  
Resource Officer Program 2018-2019  
Date: 2018.12.04 13:49:41 -05'00'

Office of the General Counsel



FOR CITY

(Municipal Seal)

*[Handwritten Signature]*  
CITY CLERK



CITY OF SUNRISE, FLORIDA

By *[Handwritten Signature]*  
MAYOR

Approved as to Form:

*[Handwritten Signature]*  
CITY ATTORNEY

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of

January, 2019 by Mayor Michael Ryan on behalf

of the City of Sunrise, Florida. He/She is personally known to me or produced

\_\_\_\_\_ as identification and did/did not first take an oath.

Type of Identification

My Commission Expires:

*[Handwritten Signature]*

Signature – Notary Public

Bernita D. Sherrad

Printed Name of Notary

GG 253679

Notary's Commission No

(SEAL)



BERNITA D SHERRAD  
Commission # GG 253679  
Expires October 5, 2022  
Bonded Thru Budget Notary Services

**EXHIBIT A**  
**LIST OF PARTICIPATING SCHOOLS**

a) Participating Elementary School:

Banyan (1 Officer)  
Discovery (1 Officer)  
Horizon (1 Officer)  
Nob Hill (1 Officer)  
Sandpiper (1 Officer)  
Sawgrass (1 Officer)  
Village (1 Officer)  
Welleby (1 Officer)

b) Participating Middle School:

Bair (1 Officer)  
Westpine (1 Officer)

c) Participating High School:

Piper (2 Officers)

# SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into as of this <sup>18th</sup> 20 day of December, 2018, 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

**SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "SHERIFF"),  
a Constitutional Officer 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 the Marjory Stoneman Douglas High School Public Safety Act; and

**WHEREAS**, SBBC desires that the SHERIFF provide law enforcement officers to serve as School Resource Officers (hereafter referred to as "SROs") in designated district public schools located within the municipalities in which the Sheriff provides primary law enforcement services and the SHERIFF is willing to assign law enforcement officers to serve as SROs under the SRO Program; and

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

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

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## ARTICLE 1 - RECITALS

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

## ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **August 8, 2018** and conclude on **June 5, 2019**.

2.02 **Participating District Schools.** SHERIFF shall assign deputy sheriffs to serve as SROs at selected schools within the jurisdictions in which SHERIFF provides primary law enforcement services listed on the attached **Exhibit A** (hereafter collectively referred to as “Participating Schools”).

2.03 **Assignment of SROs.** The SHERIFF shall promptly notify the principal of the Participating School of the names of those law enforcement officers assigned to provide SRO services at the school. The SHERIFF may change the law enforcement officers assigned to participate as SROs at any time during the term of this Agreement. Unless precluded by emergency circumstances, the SHERIFF shall at all times maintain SROs on duty during those regular school hours, in accordance with the number of SROs specified in Section 2.02. “Regular school hours” shall be defined as beginning at least thirty (30) minutes prior to and ending at least thirty (30) minutes after the respective Participating School’s posted school bell schedule. The SHERIFF shall assign a replacement SRO during the time that the assigned SRO is absent. The SHERIFF shall promptly advise the principal of the Participating School of the name of any replacement SRO assigned to provide services under this Agreement.

2.04 **Applicable Policies and Standards.** The SHERIFF shall ensure that the exercise of law enforcement powers by each assigned SRO shall be in compliance with the authority granted by applicable law. Each law enforcement officer assigned to the SRO Program shall perform his/her duties as an SRO in accordance with the School Resource Officer Standard Operating Procedure Manual (“SRO SOPM”) and with applicable Florida law and applicable SBBC policies. SBBC shall not make changes to the SRO SOPM without prior notice to SHERIFF.

2.05 **Duties of SROs.** An SRO shall not function as a school disciplinarian 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 provision of assistance to SBBC in protecting and securing the school plant and its occupants;
- c) the identification and prevention of juvenile delinquency (including substance abuse) through counseling and referral services);
- d) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law;

- e) 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;
- f) the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting;
- g) the presentation of educational programs concerning crime prevention and the rights, obligations and responsibilities of students as citizens; and
- h) **Law Enforcement Gun Safes/Lockers.**
  - 1) The SHERIFF may, at the SHERIFF's sole expense and discretion, purchase and install one (1) or more gun safes or gun lockers at any Participating School;
  - 2) The SHERIFF, at his/her sole discretion, may store any weapons in such gun safes or gun lockers as the SHERIFF deems appropriate to the performance of law enforcement duties;
  - 3) The SHERIFF shall provide to the SBBC a letter from the SHERIFF's Risk Manager indicating that the SHERIFF is a self-insured municipal corporation, in accordance with Section 768.28, Florida Statutes;
  - 4) The SHERIFF will ensure that the location selected for any gun safe or gun locker will be able to structurally-support the gun safe and its contents and that any installed gun safe or gun locker will not be easily removed or tampered with by unauthorized persons. The SHERIFF will coordinate with SBBC officials the location and placement of any gun safe or gun locker so such items may be incorporated within the Participating School's security plan; and
  - 5) If at the conclusion of this Agreement, either party determines that they will not enter into an Agreement for the following school year, the SHERIFF will remove such gun safes, gun lockers and restore the premises to their original condition within ninety (90) calendar days from the notification of the parties intent to not enter into said Agreement or by the end of the term of this Agreement, whichever, occurs last, or such items shall become SBBC's property and SBBC may dispose of safe as it sees fit and appropriate. However, the contents of the gun safe or gun locker shall remain property of SHERIFF and SBBC shall return the contents to SHERIFF before disposing of the gun locker or gun safe.

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

instructional program shall be provided upon prior consultation and coordination with the principal of the Participating School.

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

2.08 **Payment for SRO Program Services.** SBBC shall pay to SHERIFF the sum of Three Million, Sixty Eight Thousand Dollars and 00/100 Cents (\$3,068,000.00) as specifically stated herein. The monthly cost per SRO is Five Thousand Two Hundred Dollars and 00/100 Cents (\$5,200.00). The SHERIFF shall invoice SBBC for SRO services rendered under this Agreement in installments with the first five invoices for the months of August, September, October, November and December being delivered to SBBC in December, 2018; and subsequent invoices shall be delivered to SBBC on a monthly basis, with the final invoice delivered to SBBC in May, 2019. Each monthly invoice shall contain reference to the respective installment to which it pertains and the date of this Agreement. Additionally, each monthly invoice shall be in the amount of Three Hundred and Six Thousand, Eight Hundred Dollars and 00/100 Cents (\$306,800.00). 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) calendar days of its receipt of an invoice from the SHERIFF for such services.

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

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

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall

have access to SHERIFF's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to SHERIFF pursuant to this Agreement.

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

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

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

(f) Overcharges and Unauthorized Charges. If the audit discloses billings or charges to which SHERIFF is not contractually entitled, SHERIFF shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand under otherwise agreed to in writing by both parties.

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

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

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

2.10 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

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

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

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

With a Copy to: Major Nathan Osgood  
Broward Sheriff's Office  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33312

With a Copy to: Office of the General Counsel  
Broward Sheriff's Office  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33312

2.11 **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement



and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party nor its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. The SHERIFF shall at all times be responsible for all aspects of the employment, control and direction of Officers assigned as SROs under this Agreement. Nothing within this Agreement is intended to create an agency or employment relationship between SBBC and any officer assigned by the SHERIFF to participate in the SRO Program. All compensation, wages, salaries, benefits and other emoluments of employment payable to the SROs shall be the sole responsibility of the SHERIFF. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the SHERIFF'S officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

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

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar 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) calendar days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

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

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

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [RECORDREQUESTS@BROWARDSCHOOLS.COM](mailto:RECORDREQUESTS@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

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

extent that the SHERIFF or an officer, employee, agent, representative, contractor, or sub-contractor of the SHERIFF shall negligently violate the provisions of this section or of Sections 1002.22 and 1002.221, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

3.10 **Compliance with Laws.** Each party shall comply with all applicable federal, state, and local laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement. However, nothing contained herein shall be construed as either party assuming the responsibility of the other party's obligations as defined by applicable law.

3.11 **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.

3.12 **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.

3.13 **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.

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

3.15 **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.

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

3.17 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **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.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**


**FOR SBBC**

(Corporate Seal)


THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Heather P. Brinkworth, Chair

ATTEST:

  
Robert W. Runcie  
Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams, Esq.  
- kathelyn.jacques-adams@gbrowardschools.com  
Reason: Scott J. Israel, as Sheriff of Broward  
County, Florida - School Resource Officer  
Program - 2018-2019  
Date: 2018.12.10 15:51:42 -05'00'

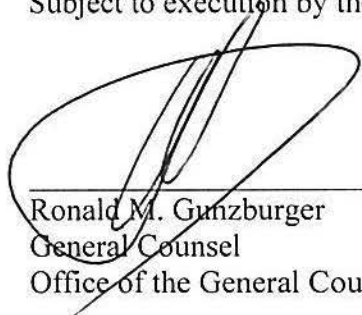
Office of the General Counsel

**FOR SHERIFF**

**SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY, FLORIDA**

By Scott J. Israel  
Scott J. Israel, Sheriff

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

  
\_\_\_\_\_  
Ronald M. Gunzburger  
General Counsel  
Office of the General Counsel



**EXHIBIT A**  
**LIST OF PARTICIPATING SCHOOLS**

1. **Central Broward**

- a) Participating Elementary School:  
Meadow Brook Elementary (1 Deputy)
- b) Participating Middle School:  
N/A
- c) Participating High School:  
N/A
- d) Participating Center:  
Pine Ridge Alternative (1 Deputy)

2. **Cooper City**

- a) Participating Elementary Schools:  
Cooper City Elementary (1 Deputy)  
Embassy Creek Elementary (1 Deputy)  
Griffin Elementary (1 Deputy)
- b) Participating Middle School:  
Pioneer Middle (1 Deputy)
- c) Participating High School:  
Cooper City High (1 Deputy)

3. **Dania Beach**

- a) Participating Elementary Schools:  
Collins Elementary (1 Deputy)  
Dania Elementary (1 Deputy)
- b) Participating Middle School:  
Olsen Middle (1 Deputy)
- c) Participating High School:  
N/A

4. **Deerfield Beach**

- a) Participating Elementary Schools:  
Deerfield Beach Elementary (1 Deputy)  
Deerfield Park Elementary (1 Deputy)  
Park Ridge Elementary (1 Deputy)  
Quiet Waters Elementary (1 Deputy)  
Tedder Elementary (1 Deputy)

- b) Participating Middle School:  
Deerfield Beach Middle (1 Deputy)
- c) Participating High School:  
Deerfield Beach High (1 Deputy)

5. **Lauderdale Lakes**

- a) Participating Elementary School:  
N/A
- b) Participating Middle School:  
Lauderdale Lakes Middle (1 Deputy)
- c) Participating High School:  
Boyd Anderson High (1 Deputy)

6. **North Lauderdale**

- a) Participating Elementary School:  
N/A
- b) Participating Middle School:  
Silver Lakes Middle (1 Deputy)
- c) Participating High School:  
N/A
- d) Participating Combination School:  
N Lauderdale K-8 (1 Deputy)

7. **Oakland Park**

- a) Participating Elementary School:  
N/A
- b) Participating Middle School:  
Rickards Middle (1 Deputy)
- c) Participating High School:  
Northeast High (1 Deputy)

8. **Parkland**

- a) Participating Elementary Schools:  
Heron Heights Elementary (1 Deputy)  
Park Trails Elementary (1 Deputy)  
Riverglades Elementary (1 Deputy)



- b) Participating Middle School:  
Westglades Middle (2 Deputies)
- c) Participating High School:  
Stoneman Douglas High (2 Deputies)

9. **Pompano Beach**

- a) Participating Elementary Schools:  
Charles Drew Elementary (1 Deputy)  
Cresthaven Elementary (1 Deputy)  
Cypress Elementary (1 Deputy)  
Markham Elementary (1 Deputy)  
McNab Elementary (1 Deputy)  
Norcrest Elementary (1 Deputy)  
Palmview Elementary (1 Deputy)  
Pompano Beach Elementary (1 Deputy)  
Sanders Park Elementary (1 Deputy)
- b) Participating Middle Schools:  
Crystal Lake Middle (1 Deputy)  
Pompano Beach Middle (1 Deputy)
- c) Participating High Schools:  
Blanche Ely High (2 Deputies)  
Pompano Beach High (1 Deputy)
- d) Participating Centers:  
Cross Creek Alternative Center (1 Deputy)  
Cypress Run Alternative Center (1 Deputy)

10. **Tamarac**

- a) Participating Elementary Schools:  
Challenger Elementary (1 Deputy)  
Tamarac Elementary (1 Deputy)
- b) Participating Middle School:  
N/A
- c) Participating High School:  
N/A
- d) Participating Combination School:  
Millenium 6-12 Academy (1 Deputy)

11. **Weston**

- a) Participating Elementary Schools:
  - Country Isles Elementary (1 Deputy)
  - Eagle Point Elementary (1 Deputy)
  - Everglades Elementary (1 Deputy)
  - Gator Run Elementary (1 Deputy)
  - Indian Trace Elementary (1 Deputy)
  - Manatee Bay Elementary (1 Deputy)
  
- b) Participating Middle Schools:
  - Falcon Cove Middle (1 Deputy)
  - Tequesta Trace Middle (1 Deputy)
  
- c) Participating High School:
  - Cypress Bay High (2 Deputies)

Total: 59 Deputies / 55 Schools