



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE: 2019-02-05 10:05 - School Board Operational Meeting

AGENDA ITEM: ITEMS

CATEGORY: II. OFFICE OF THE SUPERINTENDENT

DEPARTMENT: Office of Chief of Staff

Special Order Request  
 Yes  No

Time

Open Agenda  
 Yes  No

ITEM No.:  
 II-1.

TITLE:  
 Agreement with the Broward Sheriff's Office (BSO)

REQUESTED ACTION:  
 Approve the Agreement between The School Board of Broward County, Florida (SBBC) and the Broward Sheriff's Office (BSO) to provide law enforcement officers at Marjory Stoneman Douglas High School and Pine Trails Park on February 14, 2019.

SUMMARY EXPLANATION AND BACKGROUND:  
 In commemoration of the February 14, 2018 tragedy at Marjory Stoneman Douglas High School (MSD), The School Board of Broward County, Florida (SBBC) has planned memorial events to take place at the school and at Pine Trails Park. These events will be held on Thursday, February 14, 2019. In an effort to enhance the safety and security of our MSD students, parents, staff, and the community attending the commemoration events, SBBC is entering into this Agreement with BSO to provide law enforcement at each of these sites.  
 This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.  
 This Agreement will be executed after School Board approval.

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

FINANCIAL IMPACT:  
 The financial impact to the District for the additional law enforcement will be \$19,960. The funding source is the Special Investigative Unit department's adopted budget. These expenditures will be submitted for reimbursement as part of the District's SERV Grant application.

EXHIBITS: (List)  
 (1) Special Event Agreement

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

SOURCE OF ADDITIONAL INFORMATION:

Name: Jeffrey S. Moquin	Phone: 754 321-2650
Name:	Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

Approved In Open Board Meeting On: FEB 05 2019

Signature  
 Jeffrey S. Moquin  
 2/1/2019, 1:58:18 PM

By: *Heather P. Burkwood*  
 School Board Chair

## SPECIAL EVENT AGREEMENT

THIS AGREEMENT is made and entered into as of this ~~5<sup>th</sup>~~<sup>February</sup> day of ~~January~~, 2019, 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

**THE SHERIFF OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "SHERIFF",  
whose principal place of business is  
2601 W. Broward Blvd., Fort Lauderdale, Florida 33312

WHEREAS, SBBC is sponsoring a memorial event at Marjory Stoneman Douglas High School (hereinafter referred to as "MSD") and Pine Trails Park on February 14, 2019; and

WHEREAS, SBBC desires that the SHERIFF provide law enforcement officers to provide services as needed at the event.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, and the sum of Ten Dollars (\$10.00) and other goods 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.** This Agreement shall be effective for one year from the date of execution.

2.02 **Assignment of Deputies.** The SHERIFF shall assign deputies to work during the event at MSD and Pine Trails Park. The projected number and location of the deputies are reflected on **Exhibit "A"**, which is attached hereto and incorporated by reference.

2.03 **Employment of Deputies.** The SHERIFF shall at all times be responsible for all aspects of the employment, control and direction of law enforcement officers assigned to the event. Nothing within this Agreement is intended to create an employment or agency relationship between SBBC and any law enforcement officer assigned by the SHERIFF to participate at the event. All compensations, salaries, wages, benefits and other emoluments of employment payable to the deputies shall be the sole responsibility of the SHERIFF.

2.04 **Payment for Deputies.** SBBC shall pay the SHERIFF for the staffing levels reflected in **Exhibit "A"**. At the conclusion of the event, SHERIFF shall submit an invoice for payment based on the actual number of hours worked at the event. Payment for services shall be made by SBBC within thirty (30) calendar days of receipt of the invoice for such services.

2.05 **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its employees' 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.

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

2.07 **Priority of Documents,** In the event of a conflict, the following priority of documents shall govern this Agreement:

First: This Agreement; then

Second: Exhibit A.

### **ARTICLE 3 - GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement, is intended to serve as a waiver of sovereign immunity by any agency 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 manner arising out of any contract.

3.03 **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Termination.** This Agreement may be canceled by SBBC without cause and for convenience during the term thereof upon thirty (30) calendar days written notice to the SHERIFF of SBBC'S desire to terminate this Agreement. This Agreement may be cancelled by the SHERIFF without cause and for convenience upon thirty (30) calendar days written notice to SBBC of SHERIFF'S desire to terminate this Agreement.

3.05 **Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and award of attorney's fees for non-compliance with that law.

### ARTICLE 3 - GENERAL CONDITIONS (Continued)

3.06 **Entire 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.

3.07 **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.

3.08 **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.

3.09 **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. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of a subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

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

3.11 **Governing Law.** 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.

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

3.13 **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.

3.14 **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.

### ARTICLE 3 - GENERAL CONDITIONS (Continued)

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

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **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

To SHERIFF: BROWARD SHERIFF'S OFFICE  
Attn: Contract Manager  
2601 W. Broward Blvd.  
Ft. Lauderdale, FL 33312

BROWARD SHERIFF'S OFFICE  
Office of the General Counsel  
2601 W. Broward Blvd.  
Ft. Lauderdale, FL 33312

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

3.19 **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.

3.20 **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 discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

**ARTICLE 3 – GENERAL CONDITIONS (Continued)**

**3.21 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 or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

**3.22 Survival.** All representations and warranties made herein, 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.

**3.23 Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

**3.24 Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

[INTENTIONALLY LEFT BLANK]

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

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By Heather P. Brinkworth  
Heather P. Brinkworth, Chair

ATTEST:

Robert W. Runcie  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

[Signature] 01/31/19  
School Board Attorney

SHERIFF OF BROWARD COUNTY, FLORIDA

By: \_\_\_\_\_  
Col. Oscar Llerena

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

\_\_\_\_\_  
Ronald M. Gunzburger, General Counsel

**MSD 1st Anniversary Event Staffing Projections School Board**

Location	Start Time	End Time	Number of Deputies	Hours Worked Deputies	Total Deputy Hours worked	Number of Supervisors	Hours Worked Supervisors	Total Hours worked	Resource
MSD	06:00hrs	08:00hrs	5	2	10	1	2	2	
MSD	07:00hrs	12:00hrs	5	5	25	District supervisors (3) - no cost	15	15	
MSD	07:00hrs	11:00hrs				1	4	4	
Pine Trails Park	11:00hrs	16:30hrs	4	5.5	22	1	5.5	5.5	
Pine Trails Park	11:00hrs	16:30hrs	8	5.5	44	2	5.5	11	
Pine Trails Park	12:00hrs	16:30hrs							
Pine Trails Park	12:00hrs	16:30hrs	3	4.5	13.5				
Pine Trails Park	12:00hrs	16:30hrs	2	4.5	9				
<b>Total</b>			<b>27</b>		<b>123.5</b>	<b>8</b>		<b>37.5</b>	

Exhibit A