

EXECUTIVE SUMMARY (LL-16)

Lease Agreement between The School Board of Broward County, Florida and *Nicholas Degiovanni*

As stated herein, the ROCS program was established in Broward County Public Schools (BCPS) in the early 1980's to address theft, vandalism, and trespassing on school campuses during after school hours. At the height of the program, thirty-two (32) law enforcement officers participated in the program to perform security related duties in exchange for free rent and utilities (which consisted of electric, water, sewage, and garbage) via the placement of their mobile homes on the subject District school campuses. In 2017, only twenty-nine (27) mobile homes were actively occupied by ROCS officers.

Currently, twenty-seven (27) ROCS officers have active lease agreements with The School Board of Broward County, Florida (SBBC). It should be noted, that of the twenty-seven (27) ROCS officers lease agreements, only twenty-six (26) ROCS officers lease agreements are on today's School Board Operational Meeting (SBOM) agenda for SBBC's consideration. This is due to the recent retirement of one (1) of the ROCS officers who, upon several staff's attempts to work with the individual towards renewal of the ROCS lease agreement, only notified staff in early January 2020, of the retirement; and subsequently informed staff of his desire to sell his mobile home to another ROCS officer. The related lease agreement with SBBC is set to expire on February 21, 2020; thus, staff is currently conducting the necessary due diligence to address this matter.

For additional background purposes, in 2015, the Office of the Auditor issued an Audit Report on the ROCS program. Subsequently, the Special Investigative Unit (SIU) Department presented its response regarding the audit findings to the School Board at the June 16, 2015 School Board Workshop. Thereafter, the Facility Planning & Real Estate (FP&RE) was directed to generate a new lease agreement with ROCS officers, that incorporated pertinent recommendations of the audit findings and best practices into the new lease agreement. Thereafter, SBBC entered into the new lease agreement with 27 ROCS officers. Key provisions of the lease agreements were as follows:

- a. The new lease agreement with the ROCS officers were considered ground leases.
- b. The term of each lease agreement was for three (3) years, with an option to renew for an additional three (3) year term.
- c. Required each ROCS officer to pay utility costs which at the onset of the lease would include electricity, water, sewer, and garbage.
- d. Restricted occupancy of the mobile home to primarily the ROCS officer and his/her immediate family, but with flexibility for limited stay by visitors. Additionally, required background check of the adult occupants of the mobile home at the sole cost of the ROCS officer.
- e. Required that only vehicles defined as a car, van, pick-up truck, SUV and/or motorcycle can park on the leased grounds.
- f. The mobile home shall be maintained by the ROCS officer.
- g. Required each ROCS officer to as feasible, mentor students attending the school where their mobile home is located.
- h. Required each ROCS officer to submit a monthly written report to the School principal or designee, and to BCPS SIU Department.
- i. Contained an indemnification clause.
- j. Contained insurance provisions which also named the School Board as added insured.

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

At the September 24, 2019 School Board Workshop, the Safety, Security, and Emergency Preparedness Division presented its assessment of the ROCS program to the School Board. Upon conclusions of the presentation and subsequent discussions by School Board Members on the data presented, indications were that the ROCS program will continue at all current ROCS locations, recognized administrative measures that have been put in place to determine the need for a ROCS program at a school location, and the manner future new ROCS officers will be vetted before placement into a ROCS location.

This lease agreement contains all the requirements delineated above and the additional provisions recommended at the September 24, 2019 School Board Workshop. The additional provisions are as follows:

- a. The ROCS officer shall provide proof of ownership of his/her residential mobile home to BCPS no later than ten (10) days following approval of the lease agreement by the School Board.
- b. ROCS officers shall remove their residential mobile home from the leased grounds within thirty (30) days upon termination/expiration of the lease agreement.
- c. ROCS officers shall no later than ten (10) days following approval of the lease agreement by the School Board, provide to BCPS, a surety bond to address all costs, expenses, fees for storage, relocation, the demolition of the residential mobile upon termination/expiration of the lease agreement; *(but upon further investigation by BCPS staff, it was made known that currently, there are no product/carrier who would underwrite a bond for the removal of a residential mobile home; therefore language pertaining to surety bond was removed from the lease agreement)*.
- d. The lease agreement cannot be assigned without the School Board's approval.

In continuation of past practice, the FP&RE Department and the Safety, Security, and Emergency Preparedness Division are maintaining protocols that were developed by both to ensure effective management and monitoring of key/enforceable provisions of the ROCS program. This includes at a minimum, that the FP&RE Department shall monitor and timely schedule for School Board consideration, ROCS lease agreements that are requested for transfer, termination, and/or due for renewals. Also, the Safety, Security, and Emergency Preparedness Division will monitor all programmatic components of the lease agreement. It should be noted, that in the assessment of the obligations contained in Sections 2.27, 2.29, and 2.30, Mr. Nicholas Degiovanni fulfilled the said obligations during the applicable term of the lease agreement.