

EXECUTIVE SUMMARY

Lease Agreement between The School Board of Broward County, Florida and Bernard Hilson

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.

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) Department 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.
- 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.

Assignment and Assumption of Agreement

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. The lease agreement cannot be assigned without the School Board's approval.

On February 4, 2020, the SBBC approved the renewal of twenty-six (26) ROCS agreement, this was because an officer in one of the ROCS locations chose not to renew his ROCS agreement. Thus, only twenty-six (26) mobile homes are currently and actively occupied by ROCS officers.

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 (assignment and assumption), termination, and/or due for renewals. Also, the Safety, Security, and Emergency Preparedness Division will monitor all programmatic components of the lease agreement.

Officer Hilson is replacing non-renewing Officer Elwell and has been confirmed by SIU that this officer meets all requirements of a ROCS Officer. This officer has also been approved by the principal and Superintendent Runcie.

In the recent past, School Board member(s) have inquired from staff, additional information on how to locate a ROCS program at a new location. To this end, the Special Investigative Unit is taking the lead, and in coordination with the Office of Facilities and Construction, the Physical Plant Operations Department, and the Facility Planning & Real Estate Department, in conducting due diligence to ascertain how a ROCS program can be established at a new location.