



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:
LL-1.

MEETING DATE	2020-06-09 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	LL. OFFICE OF PORTFOLIO SERVICES
DEPARTMENT	Facility Planning and Real Estate

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

TITLE:
Assignment and Assumption of Agreement (JS)

REQUESTED ACTION:
Approve the Assignment and Assumption of Agreement for ground lease pertaining to the Resident on Campus Security (ROCS) program.

SUMMARY EXPLANATION AND BACKGROUND:
For the purposes of this Assignment and Assumption of Agreement (Lease Agreement) and pursuant to Section 119.071, Florida Statute, the law enforcement officers' school location and Exhibits A and B has been redacted.
See Supporting Docs for continuation of Summary Explanation and Background.
This Lease Agreement has been executed by Mr. Jepkema and Mr. Sejour, and reviewed and approved as to form and legal content by the Office of the General Counsel, and upon its approval by the SBBC, will become effective.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction Goal 2: Safe & Supportive Environment Goal 3: Effective Communication

FINANCIAL IMPACT:
There is a positive financial impact of \$259.40 in utility cost during the first year of the term of this Lease Agreement to SBBC. Thereafter, this cost shall increase by three percent (3%) annually and shall be applied to the school's utility cost to address the OCS residential mobile home utility cost impact on the school's campus.

EXHIBITS: (List)
(1) Continuation of Summary Explanation and Background (2) Executive Summary (3) Assignment and Assumption of Agreement JS-Redacted

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

SOURCE OF ADDITIONAL INFORMATION:	
Name: Brian Katz	Phone: 754-321-2655
Name: Chris O. Akagbosu	Phone: 754-321-2162

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

Leslie M. Brown - Chief Portfolio Services Officer

Signature
Leslie M. Brown
5/22/2020, 5:42:06 PM

Approved In Open Board Meeting On: **JUN - 9 2020**
By: *Dana K...*
School Board Chair

Continuation of Summary Explanation and Background

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 onset, the program consisted of thirty-two (32) law enforcement officers from the Broward County Sherriff's Office, various Broward County municipalities, the Florida Highway Patrol, and BCPS Special Investigative Unit (SIU) Department. Currently, the program consists of twenty-six (26) officers, and primarily calls for the participating ROCS officers to perform security related duties in exchange for free rent, but with obligations to pay for utilities (which consist of electric, water, sewage, and garbage), via the placement of mobile homes owned by the ROCS officers on the subject BCPS campuses. These relationships between The School Board of Broward County, Florida (SBBC) and the ROCS officers are memorialized in individual agreements with each ROCS officer.

The current ground lease agreement at this ROCS location is between the SBBC and Officer Steven R. Jepkema and is slated to expire on February 21, 2023. However, Officer Jepkema and Officer Jasper Sejour have made transactions, as permitted by provisions of the current ground lease agreement between the SBBC and Officer Jepkema, to enable Officer Sejour to assume the ground lease agreement currently held by Officer Jepkema. If approved by the SBBC, the term for this Lease Agreement would commence on June 9, 2020 and expire on February 21, 2023.

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 Sejour is assuming ownership and title of residential mobile home from Officer Jepkema. Officer Sejour 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.

ASSIGNMENT AND ASSUMPTION OF AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF AGREEMENT ("Assignment") is made and entered into as of June 9, 2020, by and between STEVEN R. JEPKEMA, and JASPER SEJOUR.

WITNESSETH:

WHEREAS, STEVEN R. JEPKEMA (hereinafter "JEPKEMA" or "Assignor"), is a law enforcement officer participating in the SBBC's Resident On Campus Security Program (hereinafter referred to as the ROCS Program) and is a party to a Lease Agreement with The School Board of Broward County, Florida ("SBBC"), dated February 4, 2020, a copy of which is attached hereto as **Exhibit "A"**; and

WHEREAS, in exchange for his services as a ROCS Program officer, the Lease Agreement authorizes JEPKEMA to place and occupy his residential mobile home on SBBC-owned property located at [REDACTED], also known as [REDACTED]; and

WHEREAS, the Lease Agreement has a term of three (3) years expiring on February 21, 2023, and may, at the sole discretion of the SBBC, be renewed for a single, additional three (3) year term); and

WHEREAS, JASPER SEJOUR (hereinafter "SEJOUR" or as "Assignee") is also a law enforcement officer and has been properly vetted by and approved by the Chief, Special Investigative Unit (SIU) to be a participant in the ROCS Program; and

WHEREAS, JEPKEMA desires to vacate the Leased Premises, transfer ownership and title to the residential mobile home to SEJOUR, and pursuant to the terms of the Lease Agreement and except as provided herein, has agreed to transfer all of his rights, liabilities and obligations under the Lease Agreement to SEJOUR; and SEJOUR has agreed to accept same; and

WHEREAS, pursuant to the terms of the Lease Agreement, any interest therein may be only be assigned, transferred, or encumbered by any party with the prior written consent of the SBBC, and SBBC hereby consents to such assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above, and the exhibits attached hereto, are true and correct and are incorporated herein by this reference.
2. Assignment. Effective June 9, 2020, JEPKEMA, as Assignor, hereby grants, assigns, transfers, conveys and delivers unto SEJOUR, as Assignee, ownership and title to the residential mobile home, all of Assignor's duties, obligations, right, title and interest to and under the Lease Agreement.

3. Assumption. Assignee hereby accepts said assignment and assumes and agrees to fulfill and perform all of Assignor's obligations under and by virtue of the Lease Agreement, and Assignee does hereby agree to defend, indemnify and hold harmless the SBBC from any liability, damages, causes of actions, expenses and attorneys' fees incurred by SBBC by reason of the failure of Assignee to fulfill, perform and discharge all of the obligations of Assignor under and by virtue of the Lease Agreement.

4. Representations and Warranties. Assignor represents and warrants to Assignee that, to the best of its knowledge, (a) neither Assignor nor SBBC has breached or is currently in breach of any term or provision of the Lease Agreement; and (b) the Lease Agreement as attached hereto is true and correct, and there are no other amendments not included therewith. Assignee represents and warrants to SBBC, that Assignee is fully authorized to enter into this Assignment and Assumption of Agreement.

5. Further Assurances. Assignor covenants and agrees with Assignee to execute and deliver, or cause to be signed, executed and delivered, and to do or make or cause to be done or made, upon reasonable request by Assignee, any and all agreements, instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise for the purpose of or in connection with assigning or acquiring, or more effectively vesting in Assignee or evidencing the vesting in Assignee, of the Lease Agreement.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original and such counterparts shall constitute but one and the same instrument.

7. Survival. If any provision of this Agreement, or the application thereof to any person or circumstance shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

8. Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceeding arising between the parties in any manner pertaining or related to this Agreement shall, to the extent permitted by law, be held in Broward County, Florida.

9. Proof of Ownership. As a condition precedent to this Agreement becoming effective, Within ten (10) calendar days of approval of this Agreement by SBBC, Lessee shall Provide SBBC with the original or certified copy of the title of ownership of the residential mobile home transferred from Assignor to Assignee.

(SIGNATURE PAGES FOLLOW)

FOR ASSIGNEE:

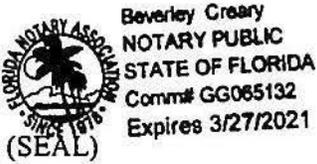
STATE OF FLORIDA)
)
COUNTY OF BROWARD)

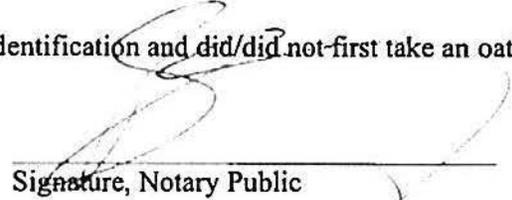
By 
Jasper Sejour

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 13 day of May May, 2020, by Jasper Sejour, individually.

He/she is personally known to me or produced as Identification and ~~did~~ did not first take an oath.

My commission expires: 3/27/2021





Signature, Notary Public

BEVERLEY CREARY

Printed Name of Notary

GG 085132

Notary's Commission No.

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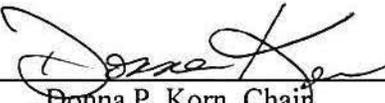
CONSENT BY SBBC

By its execution below, The School Board of Broward County, Florida hereby acknowledges that the form of this Assignment and Assumption is satisfactory and that its consent to this assignment, is hereafter final.

(Corporate Seal)

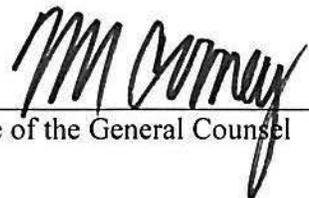
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By 
Donna P. Korn, Chair


Robert W. Runcie, Superintendent of Schools

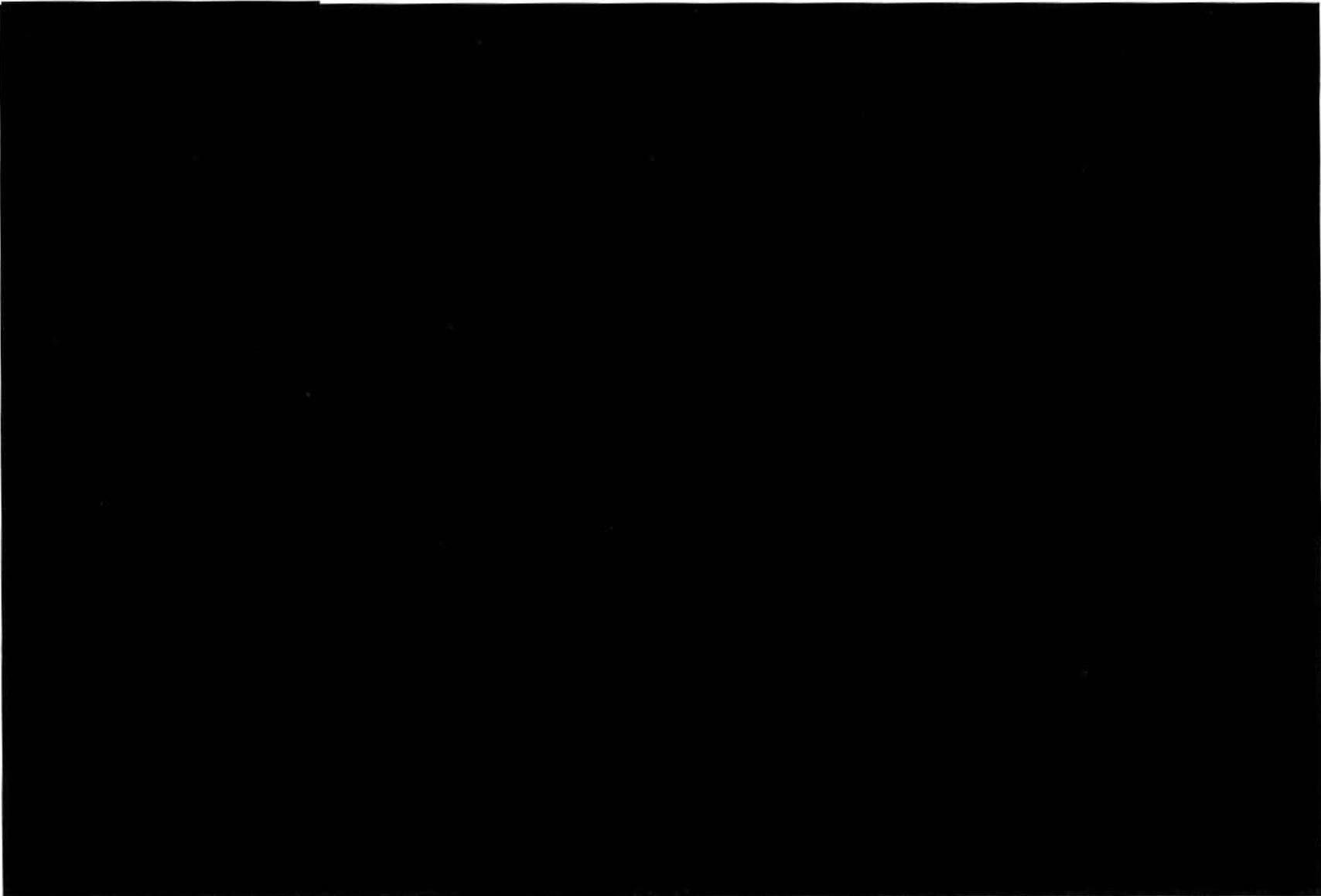
Approved as to Form and Legal Content:


Office of the General Counsel

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Exhibit A
Lease Agreement

See attached.



SITE PLAN



PARTIAL SITE PLAN AND PHOTOS