

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

**ROBERT W. RUNCIE
SUPERINTENDENT OF SCHOOLS**

October 2, 2020

TO: School Board Members

FROM: Maurice L. Woods ([Approved via e-mail](#))
Chief Strategy & Operations Officer

VIA: Robert W. Runcie
Superintendent of Schools



SUBJECT: REVISION TO EE-2, RECOMMENDATION TO APPROVE AGREEMENTS – SCHOOL RESOURCE OFFICER (SRO) PROGRAM 2020-2021, FOR THE OCTOBER 6, 2020, SCHOOL BOARD OPERATIONAL MEETING

A revision was made to EE-2, Recommendation to Approve Agreements – School Resource Officer (SRO) Program 2020-2021, for the October 6, 2020, School Board Operational Meeting.

Exhibits:

- Continuation of Requested Action
- Executive Summary
- Financial Analysis Worksheet
- Agreements

RWR/MLW/MCC:bm

cc: Senior Leadership Team

**Recommendation to Approve Agreements
School Resource Officer (SRO) Program 2020-2021
October 6, 2020 Board Agenda**

CONTINUATION OF REQUESTED ACTION

BSO AWARDED VENDORS:

Agency Name/Location City Name
BSO - Unincorporated Broward
BSO - City of Cooper City
BSO - City of Dania Beach
BSO - City of Deerfield Beach
BSO - City of Lauderdale Lakes
BSO - City of North Lauderdale
BSO - City of Oakland Park
BSO - City of Parkland
BSO - City of Pompano Beach
BSO - City of Tamarac
BSO - City of Weston

EXECUTIVE SUMMARY

Recommendation to Approve Agreements School Resource Officer (SRO) Program 2020-2021

Introduction

Responsible: Procurement & Warehousing Services (PWS)

This request is to approve the recommendation to award the School Resource Officer (SRO) Program Agreements for The Cities of Coral Springs, Hallandale, Hollywood, Margate, Pembroke Pines, Plantation, Sunrise, Wilton Manors, and Consolidated Broward Sheriff's Office (BSO) for Cooper City, Dania Beach, Deerfield Beach, Lauderdale Lakes, North Lauderdale, Oakland Park, Parkland, Pompano Beach, Tamarac, Weston, and Unincorporated Broward, for ten (10) months from August 19, 2020 through June 9, 2021. The City of Coconut Creek and Town of Davie for twelve (12) months from August 19, 2020 through August 18, 2021. The Special Investigative Unit (SIU) Department will use these Agreements.

The requested spending authority is ~~\$4,956,000~~ \$10,296,000.

Goods/Services Description

Responsible: Special Investigative Unit (SIU)

The SRO Program is a joint venture between The School Board of Broward County, Florida (SBBC), and the cities law enforcement agency in Broward County. The SRO Program enhances the relationship between law enforcement and the students of Broward County Public Schools by assigning law enforcement officers to serve as resource officers at schools. The SRO performs multiple duties within a school including, without limitation to:

- the performance of law enforcement functions within the school setting;
- the provision of assistance to SBBC in protecting and securing the school site and its occupants during regular school hours and for the duration of any food distribution or dissemination of electronic devices;
- the enhancement of student knowledge of the law enforcement function and the fundamental concept and structure of law through a joint effort between SBBC and CITY;
- 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;
- the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting;
- the presentation of educational programs concerning crime prevention and the rights, obligations, and responsibilities of students as citizens;
- SROs shall participate as a Behavioral Threat Assessment ("BTA") Team Member at a behavioral threat assessment meeting located at the respective Participating SBBC School. As a BTA Team Member, the SRO may assist the school in gathering information, evaluating facts, and making institutional determinations, such as whether a health or safety emergency exists, and how the school should respond. SRO's will also, along with other BTA team members, have access to SBBC's Psychological Services Department.
- to the extent SROs have not completed training related to racial equity and best practices for interactions with persons who have intellectual or developmental disabilities, SBBC will provide training opportunities for all SROs assigned to school sites during regular school hours or on any agreed-upon early release day or employee planning day at no cost.

The SRO Program is an excellent benefit to the School Administration, the Student Body, and the Community as a whole. The Parties (each respective City or Town and SBBC) desire to enter into this SRO Agreement (hereafter referred to as "Agreement") to accomplish the purposes expressed.

**Recommendation to Approve Agreements
 School Resource Officer (SRO) Program 2020-2021
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**Procurement Method
 Responsible: PWS**

Purchasing 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.

**Financial Impact
 Responsible: PWS and SIU**

The estimated financial impact to the District will be:

Seventy Nine (79) One hundred sixty-eight (168) SROs at \$6,000 each for ten (10) Months	\$4,740,000
\$10,080,000	
Three (3) SROs at \$6,000 for twelve (12) Months	\$ 216,000
Total Estimated Financial Impact	\$4,956,000 \$10,296,000

These Agreements reflect a yearly increase from \$54,600 to \$60,000 for each SRO.

The funding source will come from the Safe Schools Allocation and security funding provided by the referendum. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

Financial analysis and financial impact are provided in Table 1 below:
Financial analysis and impact are provided in Table 1 and Table 1A below:

Table 1: Financial Analysis and Impact 2020-2021					
Agency Name/Location City Name	ID Number	# of SROs	Monthly Cost x SRO	# of Months	Annual Cost
City of Coral Springs	FY21-057	22	\$ 6,000	10	\$ 1,320,000
City of Hallandale	FY21-060	4	\$ 6,000	10	\$ 240,000
City of Hollywood	FY21-061	14	\$ 6,000	10	\$ 840,000
City of Margate	FY21-063	4	\$ 6,000	10	\$ 240,000
City of Pembroke Pines	FY21-065	16	\$ 6,000	10	\$ 960,000
City of Plantation	FY21-066	12	\$ 6,000	10	\$ 720,000
City of Sunrise	FY21-067	12	\$ 6,000	10	\$ 720,000
City of Wilton Manors	FY21-068	1	\$ 6,000	10	\$ 60,000
City of Coconut Creek	FY21-056	10	\$ 6,000	10	\$ 600,000
City of Coconut Creek	FY21-056	2	\$ 6,000	12	\$ 144,000
Town of Davie	FY21-058	14	\$ 6,000	10	\$ 840,000
Town of Davie	FY21-058	1	\$ 6,000	12	\$ 72,000
Total SRO's		82 <u>112</u>			\$4,956,000 \$6,756,000

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Table 1A: Financial Analysis and Impact 2020-2021					
Agency Name/Location City Name	ID Number	# of SROs	Monthly Cost x SRO	# of Months	Annual Cost
BSO - Unincorporated Broward	FY21-069	2	\$ 6,000	10	\$ 120,000
BSO - City of Cooper City	FY21-070	5	\$ 6,000	10	\$ 300,000
BSO - City of Dania Beach	FY21-071	3	\$ 6,000	10	\$ 180,000
BSO - City of Deerfield Beach	FY21-072	3	\$ 6,000	10	\$ 180,000
BSO - City of Lauderdale Lakes	FY21-073	2	\$ 6,000	10	\$ 120,000
BSO - City of North Lauderdale	FY21-074	2	\$ 6,000	10	\$ 120,000
BSO - City of Oakland Park	FY21-075	2	\$ 6,000	10	\$ 120,000
BSO - City of Parkland	FY21-076	11	\$ 6,000	10	\$ 660,000
BSO - City of Pompano Beach	FY21-077	16	\$ 6,000	10	\$ 960,000
BSO - City of Tamarac	FY21-078	3	\$ 6,000	10	\$ 180,000
BSO - City of Weston	FY21-079	10	\$ 6,000	10	\$ 600,000
Total BSOs		59			\$ 3,540,000
Grand Total		171			\$ 10,296,000

The allocation of the SRO's and BSOs is provided in Table 2 below:

Table 2: Allocation of School Resource Officers 2020-2021													
AGENCY/MUNICIPALITY	ELEMENTARY		MIDDLE		HIGH		CENTER / ALTERNATIVE		COLLEGE		COMBINATION	NUMBER OF SRO	NUMBER OF SITES SERVICED
City of Coconut Creek	Coconut Creek	1	Lyons Creek	2	Coconut Creek	2	Dave Thomas	1	Atlantic Technical	1			
	Tradewinds	1			Monarch	2							
	Winston Park	1			Atlantic Tech	1							
		3		2		5		1		1		12	9
City of Coral Springs	Coral Park	1	Coral Springs	1	Coral Glades	2					Coral Springs	1	
	Country Hills	1	Forest Glen	1	Coral Springs	2							
	Eagle Ridge	1	Ramblewood	1	Taravella	2							
	Forest Hills	1	Sawgrass Springs	1									
	James S. Hunt	1											
	Maplewood	1											
	Park Springs	1											
	Parkside	1											
	Ramblewood	1											
	Riverside	1											
Westchester	1												
		11		4		6					1	22	19
City of Hallandale					Hallandale	1	Gulfstream Early	1			Gulfstream Academy	2	
						1		1				2	4
City of Hollywood	Boulevard Heights	1	Apollo	1	Hollywood Hills	1					Beachside Montessori	1	
	Colbert	1											
	Driftwood	1											
	Hollywood Hills	1	Attucks	1	McArthur	1							
	Orange Brook	1	Driftwood	1	South Broward	1							
	Sheridan Park	1	McNicol	1									
		6		4		3					1	14	14

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2020, 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 HALLANDALE BEACH, FLORIDA
(hereinafter referred to as "CITY"),
a municipal corporation whose principal place of business is
400 South Federal Highway
Hallandale Beach, Florida 33009

WHEREAS, SBBC has established a School Resource Officer Program ("SRO Program") in accordance with the Marjory Stoneman Douglas High School Public Safety Act; and

WHEREAS, SBBC desires that CITY provide law enforcement officers to serve as School Resource Officers ("SROs") in certain Participating SBBC Schools located within CITY, Broward County, Florida and CITY will assign law enforcement officers to serve as SROs under this SRO Program; and

WHEREAS, the SRO Program is a great benefit to the school administration, the student body, and the community as a whole. CITY and SBBC (collectively, the "Parties") desire to enter into this School Resource Officer Agreement ("Agreement") to accomplish the purposes expressed herein; and

WHEREAS, the SRO Program was established for the purposes set forth under applicable Florida law including the prevention of juvenile delinquency through the provision of programs specifically developed to respond to the factors and conditions that give rise to delinquency; and

WHEREAS, the Parties desire to cooperate in meeting the needs of the community by engaging in educational opportunities that aim to increase understanding of social inequities and bridge institutional gaps.

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 are 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 19, 2020** and conclude on **June 9, 2021**.

2.02 **Participating SBBC Schools.** CITY shall assign four (4) law enforcement officers to serve as SROs at three (3) schools operated by SBBC that are listed below (collectively, “Participating SBBC Schools”). If the Parties desire to add SROs or add Participating SBBC Schools during the term of this Agreement, this Agreement must be amended in writing and signed by the Parties. The Participating SBBC Schools include the following:

a) **Elementary School**

1) Gulfstream Academy of Hallandale Beach (2 Officers) – beginning August 19, 2020 through June 9, 2021

b) **High School**

1) Hallandale Magnet (1 Officer) – beginning August 19, 2020 through June 9, 2021

c) **Other Schools**

1) Gulfstream Early Learning Center (1 Officer) – beginning August 19, 2020 through June 9, 2021

2.03 **Assignment of SROs.**

a) CITY shall always maintain SROs on duty during regular school hours and in accordance with the number of SROs specified in Section 2.02, with the exception of circumstances specified herein.

b) “Regular school hours” for purposes of this Agreement begin at least fifteen (15) minutes before and end at least fifteen (15) minutes after the respective Participating SBBC School’s posted school bell schedule whether or not students are engaged in distance learning. Regular school hours do not include activities occurring after most of the student body is dismissed for the day.

c) CITY may change the law enforcement officers assigned to participate as SROs at any time during the term of this Agreement. CITY shall promptly advise the Principal of the Participating SBBC School of the name of any replacement SRO assigned to provide services under this Agreement.

d) At any Participating SBBC School where there is more than one (1) SRO, CITY may temporarily reassign an SRO to another Participating SBBC School so long as that SRO spends a majority of time in his or her originally assigned Participating SBBC School. Upon such reassignment, CITY shall

immediately notify both Principals of each of the respective Participating SBBC Schools of the temporary reassignment. Additionally, CITY shall not allow the number of SROs to fall below one (1) SRO per Participating SBBC School. Notwithstanding any provision in this Agreement, if CITY is unable to provide at least one (1) SRO per Participating SBBC School, then it shall immediately notify SBBC so that SBBC may timely assign a Safe School Officer;

e) Unless precluded by an emergency pertaining to life, health, and safety of individual(s), CITY shall always maintain SROs on duty during regular school hours, in accordance with the number of SROs specified in Section 2.02. In an emergency circumstance as stated herein, CITY shall notify the school Principal and SBBC's liaison or his/her designee for the SRO Program in a timely manner and the SRO shall return to the respective assigned school as soon as the SRO has been relieved of the emergency circumstance.

2.04 **Duties of SROs.** An SRO shall not function as a school disciplinarian and shall not intervene in the normal disciplinary actions of the Participating SBBC 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 site and its occupants during regular school hours and for the duration of any food distribution or dissemination of electronic devices;
- c) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law through a joint effort between SBBC and CITY;
- d) 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;
- 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 and the rights, obligations, and responsibilities of students as citizens;
- g) SROs shall participate as a Behavioral Threat Assessment ("BTA") Team Member at a behavioral threat assessment meeting located at the respective Participating SBBC School. As a Behavioral Threat Assessment Team Member, the SRO may assist the school in gathering information, evaluating facts, and helping to make institutional determinations, such as whether a health or safety emergency exists, and how the school should respond. SRO's will also, along with other BTA team members, have access to SBBC's Psychological Services Department.
- h) To the extent SROs have not completed training related to racial equity and best practices for interactions with persons who have intellectual or developmental disabilities, SBBC will provide

training opportunities for all SROs assigned to school sites during regular school hours or on any agreed upon early release day or employee planning day at no cost.

i) **Law Enforcement Gun Safes/Lockers.**

1) CITY may, at its sole expense and discretion, purchase and install one (1) or more gun safes or gun lockers at any Participating SBBC School. SBBC may, at its sole discretion, reimburse a portion or all of the expense of CITY's purchase of gun safes or gun lockers, through its funds or any applicable grant(s) that it receives;

2) CITY, at its sole discretion, may store any weapons in such gun safes or gun lockers as CITY deems appropriate for the performance of its law enforcement duties;

3) CITY shall provide to SBBC a letter from CITY's Risk Manager indicating that CITY is a self-insured municipal corporation, in accordance with Section 768.28, Florida Statutes;

4) 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. CITY will coordinate the location and placement of any gun safe or gun locker with SBBC officials so such items may be incorporated within the Participating SBBC 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, CITY will remove such gun safes, gun lockers, and their contents and restore the premises to the original condition within ninety (90) calendar days from the notification of the party's intent to not enter into said Agreement or by the end of the term of this Agreement, whichever occurs last. If after ninety (90) calendar days CITY fails to retrieve its gun safe or gun locker, the gun safe or gun locker will become the property of SBBC 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 will remain the property of CITY and CITY shall collect the contents before SBBC disposes of the gun locker or gun safe.

2.05 **Student Instruction.** SBBC shall at all times maintain control over the content of any educational programs and instructional materials provided at the Participating SBBC Schools including those provided through the SRO Program. 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 SBBC School.

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

2.07 **Cost of Services.** SBBC's cost for services provided by CITY shall be Six Thousand Dollars and 00/100 Cents (\$6,000.00) per SRO per month in the 2020-2021 school year as more specifically stated below as follows:

*School Resource Officer Agreement between
The School Board of Broward County, Florida and
City of Hallandale Beach, Florida 2020-2021 (FY21-060)*

Participating Schools	No. of SROs	Duration (Months)	2020-2021 Monthly cost per SRO	2020-2021 Monthly cost per Participating District School	2020-2021 Yearly cost per SRO	2020-2021 Yearly cost per Participating District School
Elementary School						
1. Gulfstream Academy of Hallandale Beach	2	10	\$6,000.00	\$12,000.00	\$60,000.00	\$120,000.00
High School						
1. Hallandale Magnet	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
Other Schools						
1. Gulfstream Early Learning Center	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
Total	4			\$24,000.00		\$240,000.00

2.08 Payment for SRO Program Services. CITY shall appropriately invoice SBBC for SRO services rendered under this Agreement in monthly installments with invoices delivered to SBBC by the end of each month for services rendered in the months of August, September, October, November, December, January, February, March, April, and May of each term year. Each monthly invoice shall contain reference to the school year, the respective installment to which it pertains, the actual number of SROs assigned for that installment period, the monthly invoice amount as specifically stated in the table in Section 2.07, and the date of this Agreement. Upon certification by SBBC's contact person designated in Section 2.06 that the SRO services were provided by CITY, SBBC shall make payment for SRO services within thirty (30) calendar days of its receipt of an appropriate invoice from CITY for such services. With the exception of trainings held on agreed upon early release or employee planning days, SBBC will reimburse CITY for overtime incurred as part of SBBC's mandatory training held outside of regular school hours. CITY shall provide any and all information related to the individual pay rate of the SRO that performed the overtime and that respective SRO's overtime rate.

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, 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. Additionally, any inspection will take place at a location designated by CITY during normal business hours.

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 workspace at a CITY facility 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 thirty (30) calendar days of receipt of written demand from SBBC unless 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, 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: Sonia Quinones, Chief of Police
Hallandale Beach Police Department
400 South Federal Highway
Hallandale Beach, Florida 33009

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. CITY shall at all times be responsible for all aspects of the employment, control, and direction of law enforcement 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 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 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 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 sixty (60) calendar days' written notice to the other parties of its desire to terminate this Agreement. SBBC shall pay CITY for all services rendered through the effective date of termination. Should CITY wish to continue with this Agreement but choose to remove one or more SROs from SBBC schools, and such removal would result in no SRO at any Participating SBBC School, CITY shall give SBBC forty-five (45) calendar days' written notice of such removal.

3.06 **Default.** The Parties agree that, if 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, if 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 is cumulative and 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 precludes any other or future exercise thereof. Nothing in this section will be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. In the event of such termination, SBBC shall pay CITY for all services rendered through the effective date of termination and CITY will not be obligated to provide services after the effective date of termination. No penalty will accrue to

SBBC if this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **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.

3.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. 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, 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. 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 CITY does not transfer the public records to SBBC. Upon completion of the Agreement, CITY shall transfer, at no cost, to SBBC all public records in possession of CITY or keep and maintain public records required by SBBC to perform the services required under the Agreement. If CITY transfers all public records to SBBC upon completion of the Agreement, CITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CITY keeps and maintains public records upon completion of the Agreement, 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, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.10 **SBBC Disclosure of Education Records.**

a) Behavioral Threat Assessment Meetings.

1) Purpose of Disclosures. SBBC shall provide the education records listed in this section when SROs participate as a Behavioral Threat Assessment Team Member at a behavioral threat assessment meeting located at the respective Participating SBBC School to determine the level of threat and/or interventions to be provided to the student.

2) Types of Education Records. SBBC shall provide the SRO, upon SRO's request on the date of the Behavioral Threat Assessment meeting, with any and all education records

reasonably necessary to participate as a Behavioral Threat Assessment Team Member in a behavioral threat assessment meeting at the respective Participating SBBC School. Such education records include, but are not limited to the Behavioral Threat Assessment instrument.

b) Consent. SROs shall not receive education records from SBBC unless: 1) the education records are for the purpose listed above in this section, or 2) the disclosure of the education records falls under a Family Education Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations (34 C.F.R. Part 99) exception to consent, or 3) SBBC is able to obtain prior written consent from each student's parent/guardian or student age 18 or older prior to disclosing the education records. Should SBBC not be able to obtain prior written consent, then SBBC will not provide the SRO with the education records, and the SRO will not be entitled to same.

3.11 CITY Confidentiality of Education Records.

a) Notwithstanding any provision to the contrary within this Agreement, CITY shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education records through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

3.12 Compliance with Laws.

a) Each party (which includes all law enforcement officers assigned to the SRO Program) shall comply with all applicable federal, state, and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. Additionally, 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 (SOPM). In the event of conflict between the SOPM and this Agreement, this Agreement prevails. SBBC shall not make changes to the SOPM without prior notice to CITY. Nothing contained herein shall be construed as either party assuming the responsibility of the other party's obligations as defined by applicable law;

b) Activities conducted by the SROs as part of the regular instructional program of the school shall be under the direction of the school Principal;

c) In accordance with Section 1006.12(b), Florida Statutes, SROs shall abide by SBBC policies, but shall be responsible to CITY in all matters relating to employment, subject to this Agreement. In the event of conflict, CITY's policies prevail for all law enforcement activity and SBBC's policies prevail for all educational activity;

d) Officers equipped with body worn cameras shall utilize the device in accordance with CITY's policies, subject to this Agreement.

3.13 **Conflict Resolution.** SBBC's liaison and the appropriate CITY designee will meet to resolve all concerns and conflicts between CITY and SBBC under this Agreement, unless otherwise prohibited by law or agency policy.

3.14 **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.

3.15 **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.

3.16 **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.

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

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **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.

3.25 **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.

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

3.27 **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.

FOR SBBC

(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:



Digitally signed by Maya Moore
Reason: City of Hallandale SRO
Agreement FY 20-21
Date: 2020.09.29 15:39:05
-04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CITY

(Municipal Seal)

[Handwritten Signature]

CITY CLERK

CITY OF HALLANDALE BEACH, FLORIDA

By: *[Handwritten Signature]*

CITY MANAGER

9-24-20

DATE

Approved as to Form:

[Handwritten Signature]

CITY ATTORNEY

9/24/2020

DATE



STATE OF Florida

COUNTY OF Broward

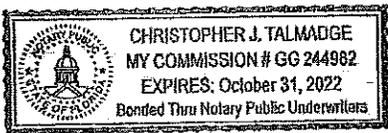
The foregoing instrument was acknowledged before me this 24 day of September, 2020 by Jeremy Earle on behalf of the City of Hallandale Beach, Florida. He/She is personally known to me or produced as identification and did/did not first take an oath.

Type of Identification

My Commission Expires:

[Handwritten Signature: Christopher J. Talmadge]
Signature - Notary Public

(SEAL)



Christopher J. Talmadge
Printed Name of Notary

GG 244982
Notary's Commission No

CERTIFICATION

School Resource Officer Agreement between
The School Board of Broward County, Florida and
City of Hallandale Beach, Florida 2020-2021 (FY21-060)

I certify this to be a true and correct copy of the record in my office. WITNESS my hand and official seal of the City of Hallandale Beach, Florida, this 24 day of September, 2020.
[Handwritten Signature]
City Clerk

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2020, 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 ("SRO Program") in accordance with the Marjory Stoneman Douglas High School Public Safety Act; and

WHEREAS, SBBC desires that CITY provide law enforcement officers to serve as School Resource Officers ("SROs") in certain Participating SBBC Schools located within CITY, Broward County, Florida and CITY will assign law enforcement officers to serve as SROs under this SRO Program; and

WHEREAS, the SRO Program is a great benefit to the school administration, the student body, and the community as a whole. CITY and SBBC (collectively, the "Parties") desire to enter into this School Resource Officer Agreement ("Agreement") to accomplish the purposes expressed herein; and

WHEREAS, the SRO Program was established for the purposes set forth under applicable Florida law including the prevention of juvenile delinquency through the provision of programs specifically developed to respond to the factors and conditions that give rise to delinquency; and

WHEREAS, the Parties desire to cooperate in meeting the needs of the community by engaging in educational opportunities that aim to increase understanding of social inequities and bridge institutional gaps.

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 are 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 19, 2020** and conclude on **June 9, 2021**.

2.02 Participating SBBC Schools. CITY shall assign fourteen (14) law enforcement officers to serve as SROs at fourteen (14) schools operated by SBBC that are listed below (collectively, "Participating SBBC Schools"). If the Parties desire to add SROs or add Participating SBBC Schools during the term of this Agreement, this Agreement must be amended in writing and signed by the Parties. The Participating SBBC Schools include the following:

a) Elementary Schools

- 1) Boulevard Heights (1 Officer) – beginning August 19, 2020 through June 9, 2021
- 2) Colbert Museum Magnet (1 Officer) - beginning August 19, 2020 through June 9, 2021
- 3) Hollywood Hills (1 Officer) - beginning August 19, 2020 through June 9, 2021
- 4) Orange Brook (1 Officer) - beginning August 19, 2020 through June 9, 2021
- 5) Sheridan Park (1 Officer) - beginning August 19, 2020 through June 9, 2021
- 6) Driftwood (1 Officer) - beginning August 19, 2020 through June 9, 2021

b) Middle Schools

- 1) Apollo (1 Officer) - beginning August 19, 2020 through June 9, 2021
- 2) Attucks (1 Officer) - beginning August 19, 2020 through June 9, 2021
- 3) Driftwood (1 Officer) - beginning August 19, 2020 through June 9, 2021
- 4) McNicol (1 Officer) - beginning August 19, 2020 through June 9, 2021
- 5) Beachside Montessori Village (1 Officer) - beginning August 19, 2020 through June 9, 2021

c) High Schools

- 1) Hollywood Hills (1 Officer) - beginning August 19, 2020 through June 9, 2021
- 2) McArthur (1 Officer) - beginning August 19, 2020 through June 9, 2021
- 3) South Broward (1 Officer) - beginning August 19, 2020 through June 9, 2021

2.03 Assignment of SROs.

a) CITY shall always maintain SROs on duty during regular school hours and in accordance with the number of SROs specified in Section 2.02, with the exception of circumstances specified herein.

b) "Regular school hours" for purposes of this Agreement begin at least fifteen (15) minutes before and end at least fifteen (15) minutes after the respective Participating SBBC School's posted school

bell schedule whether or not students are engaged in distance learning. Regular school hours do not include activities occurring after most of the student body is dismissed for the day.

c) CITY may change the law enforcement officers assigned to participate as SROs at any time during the term of this Agreement. CITY shall promptly advise the Principal of the Participating SBBC School of the name of any replacement SRO assigned to provide services under this Agreement.

d) At any Participating SBBC School where there is more than one (1) SRO, CITY may temporarily reassign an SRO to another Participating SBBC School so long as that SRO spends a majority of time in his or her originally assigned Participating SBBC School. Upon such reassignment, CITY shall immediately notify both Principals of each of the respective Participating SBBC Schools of the temporary reassignment. Additionally, CITY shall not allow the number of SROs to fall below one (1) SRO per Participating SBBC School. Notwithstanding any provision in this Agreement, if CITY is unable to provide at least one (1) SRO per Participating SBBC School, then it shall immediately notify SBBC so that SBBC may timely assign a Safe School Officer;

e) Unless precluded by an emergency pertaining to life, health, and safety of individual(s), CITY shall always maintain SROs on duty during regular school hours, in accordance with the number of SROs specified in Section 2.02. In an emergency circumstance as stated herein, CITY shall notify the school Principal and SBBC's liaison or his/her designee for the SRO Program in a timely manner and the SRO shall return to the respective assigned school as soon as the SRO has been relieved of the emergency circumstance.

2.04 Duties of SROs. An SRO shall not function as a school disciplinarian and shall not intervene in the normal disciplinary actions of the Participating SBBC 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 site and its occupants during regular school hours and for the duration of any food distribution or dissemination of electronic devices;
- c) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law through a joint effort between SBBC and CITY;
- d) 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;
- 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 and the rights, obligations, and responsibilities of students as citizens;

g) SROs shall participate as a Behavioral Threat Assessment (“BTA”) Team Member at a behavioral threat assessment meeting located at the respective Participating SBBC School. As a Behavioral Threat Assessment Team Member, the SRO may assist the school in gathering information, evaluating facts, and helping to make institutional determinations, such as whether a health or safety emergency exists, and how the school should respond. SRO’s will also, along with other BTA team members, have access to SBBC’s Psychological Services Department.

h) To the extent SROs have not completed training related to racial equity and best practices for interactions with persons who have intellectual or developmental disabilities, SBBC will provide training opportunities for all SROs assigned to school sites during regular school hours or on any agreed upon early release day or employee planning day at no cost.

i) **Law Enforcement Gun Safes/Lockers.**

1) CITY may, at its sole expense and discretion, purchase and install one (1) or more gun safes or gun lockers at any Participating SBBC School. SBBC may, at its sole discretion, reimburse a portion or all of the expense of CITY’s purchase of gun safes or gun lockers, through its funds or any applicable grant(s) that it receives;

2) CITY, at its sole discretion, may store any weapons in such gun safes or gun lockers as CITY deems appropriate for the performance of its law enforcement duties;

3) CITY shall provide to SBBC a letter from CITY’s Risk Manager indicating that CITY is a self-insured municipal corporation, in accordance with Section 768.28, Florida Statutes;

4) 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. CITY will coordinate the location and placement of any gun safe or gun locker with SBBC officials so such items may be incorporated within the Participating SBBC 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, CITY will remove such gun safes, gun lockers, and their contents and restore the premises to the original condition within ninety (90) calendar days from the notification of the party’s intent to not enter into said Agreement or by the end of the term of this Agreement, whichever occurs last. If after ninety (90) calendar days CITY fails to retrieve its gun safe or gun locker, the gun safe or gun locker will become the property of SBBC 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 will remain the property of CITY and CITY shall collect the contents before SBBC disposes of the gun locker or gun safe.

2.05 **Student Instruction.** SBBC shall at all times maintain control over the content of any educational programs and instructional materials provided at the Participating SBBC Schools including those provided through the SRO Program. 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 SBBC School.

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

2.07 **Cost of Services.** SBBC's cost for services provided by CITY shall be Six Thousand Dollars and 00/100 Cents (\$6,000.00) per SRO per month in the 2020-2021 school year as more specifically stated below as follows:

Participating Schools	No. of SROs	Duration (Months)	2020-2021 Monthly cost per SRO	2020-2021 Monthly cost per Participating District School	2020-2021 Yearly cost per SRO	2020-2021 Yearly cost per Participating District School
Elementary Schools						
1. Boulevard Heights	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
2. Colbert Museum Magnet	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
3. Hollywood Hills	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
4. Orange Brook	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
5. Sheridan Park	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
6. Driftwood	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
Middle Schools						
1. Apollo	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
2. Attucks	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
3. Driftwood	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
4. McNical	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
5. Beachside Montessori Village	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
High Schools						
1. Hollywood Hills	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
2. McArthur	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
3. South Broward	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
Total	14			\$84,000.00		\$840,000.00

2.08 **Payment for SRO Program Services.** CITY shall appropriately invoice SBBC for SRO services rendered under this Agreement in monthly installments with invoices delivered to SBBC by the end of each month for services rendered in the months of August, September, October, November, December, January, February, March, April, and May of each term year. Each monthly invoice shall contain reference to the school year, the respective installment to which it pertains, the actual number of SROs assigned for that installment period, the monthly invoice amount as specifically stated in the table in Section 2.07, and the date of this Agreement. Upon certification by SBBC's contact person designated in Section 2.06 that the SRO services were provided by CITY, SBBC shall make payment for SRO services within thirty (30) calendar days of its receipt of an appropriate invoice from CITY for such services. With the exception of trainings held on agreed upon early release or employee planning days, SBBC will reimburse CITY for overtime incurred as part of SBBC's mandatory training held outside of regular school hours. CITY shall provide any and all information related to the individual payrate of the SRO that performed the overtime and that respective SRO's overtime rate.

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, 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. Additionally, any inspection will take place at a location designated by CITY during normal business hours.

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 workspace at a CITY facility 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 thirty (30) calendar days of receipt of written demand from SBBC unless 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, 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: Chris O'Brien, Chief of Police
Hollywood Police Department
3250 Hollywood Boulevard
Hollywood, Florida 33021

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. CITY shall at all times be responsible for all aspects of the employment, control, and direction of law enforcement 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 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 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 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 sixty (60) calendar days' written notice to the other parties of its desire to terminate this Agreement. SBBC shall pay CITY for all services rendered through the effective date of termination. Should CITY wish to continue with this Agreement but choose to remove one or more SROs from SBBC schools, and such removal would result in no SRO at any Participating SBBC School, CITY shall give SBBC forty-five (45) calendar days' written notice of such removal.

3.06 **Default.** The Parties agree that, if 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, if 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 is cumulative and 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 precludes any other or future exercise thereof. Nothing in this section will be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. In the event of such termination, SBBC shall pay CITY for all services rendered through the effective date of termination and CITY will not be obligated to provide services after the effective date of termination. No penalty will accrue to SBBC if this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **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.

3.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. 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, 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. 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 CITY does not transfer the public records to SBBC. Upon completion of the Agreement, CITY shall transfer, at no cost, to SBBC all public records in possession of CITY or keep and maintain public records required by SBBC to perform the services required under the Agreement. If CITY transfers all public records to SBBC upon completion of the Agreement, CITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CITY keeps and maintains public records upon completion of the Agreement, 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, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.10 SBBC Disclosure of Education Records.

a) Behavioral Threat Assessment Meetings.

1) Purpose of Disclosures. SBBC shall provide the education records listed in this section when SROs participate as a Behavioral Threat Assessment Team Member at a behavioral threat assessment meeting located at the respective Participating SBBC School to determine the level of threat and/or interventions to be provided to the student.

2) Types of Education Records. SBBC shall provide the SRO, upon SRO's request on the date of the Behavioral Threat Assessment meeting, with any and all education records reasonably necessary to participate as a Behavioral Threat Assessment Team Member in a behavioral threat assessment meeting at the respective Participating SBBC School. Such education records include, but are not limited to the Behavioral Threat Assessment instrument.

b) Consent. SROs shall not receive education records from SBBC unless: 1) the education records are for the purpose listed above in this section, or 2) the disclosure of the education records falls under a Family Education Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations (34 C.F.R. Part 99) exception to consent, or 3) SBBC is able to obtain prior written consent from each student's parent/guardian or student age 18 or older prior to disclosing the education records. Should SBBC not be able to obtain prior written consent, then SBBC will not provide the SRO with the education records, and the SRO will not be entitled to same.

3.11 CITY Confidentiality of Education Records.

a) Notwithstanding any provision to the contrary within this Agreement, CITY shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education records through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

3.12 **Compliance with Laws.**

a) Each party (which includes all law enforcement officers assigned to the SRO Program) shall comply with all applicable federal, state, and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. Additionally, 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 (SOPM). In the event of conflict between the SOPM and this Agreement, this Agreement prevails. SBBC shall not make changes to the SOPM without prior notice to CITY. Nothing contained herein shall be construed as either party assuming the responsibility of the other party's obligations as defined by applicable law;

b) Activities conducted by the SROs as part of the regular instructional program of the school shall be under the direction of the school Principal;

c) In accordance with Section 1006.12(b), Florida Statutes, SROs shall abide by SBBC policies, but shall be responsible to CITY in all matters relating to employment, subject to this Agreement. In the event of conflict, CITY's policies prevail for all law enforcement activity and SBBC's policies prevail for all educational activity;

d) Officers equipped with body worn cameras shall utilize the device in accordance with CITY's policies, subject to this Agreement.

3.13 **Conflict Resolution.** SBBC's liaison and the appropriate CITY designee will meet to resolve all concerns and conflicts between CITY and SBBC under this Agreement, unless otherwise prohibited by law or agency policy.

3.14 **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.

3.15 **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.

3.16 **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.

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

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **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.

3.25 **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.

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

3.27 **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 PAGE FOLLOWS]

FOR SBBC

(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:



Digitally signed by Maya Moore
Reason: City of Hollywood SRO
Agreement FY 20-21
Date: 2020.09.29 12:19:46
-04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

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: [Signature]
Josh Levy, Mayor

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

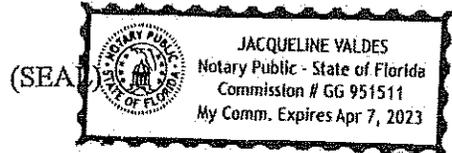
[Signature]
Douglas R. Gonzales, City Attorney

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 24 day of September, 2020 by Josh Levy on behalf of the City of Hollywood, Florida. He/She is personally known to me or produced [Signature] as identification and did/did not first take an oath.

My Commission Expires:

[Signature]
Signature - Notary Public
Jacqueline Valdes
Printed Name of Notary
GG951511
Notary's Commission No.



SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2020, 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
10440 West Oakland Park Boulevard
Sunrise, Florida 33351

WHEREAS, SBBC has established a School Resource Officer Program ("SRO Program") in accordance with the Marjory Stoneman Douglas High School Public Safety Act; and

WHEREAS, SBBC desires that CITY provide law enforcement officers to serve as School Resource Officers ("SROs") in certain Participating SBBC Schools located within CITY, Broward County, Florida and CITY will assign law enforcement officers to serve as SROs under this SRO Program; and

WHEREAS, the SRO Program is a great benefit to the school administration, the student body, and the community as a whole. CITY and SBBC (collectively, the "Parties") desire to enter into this School Resource Officer Agreement ("Agreement") to accomplish the purposes expressed herein; and

WHEREAS, the SRO Program was established for the purposes set forth under applicable Florida law including the prevention of juvenile delinquency through the provision of programs specifically developed to respond to the factors and conditions that give rise to delinquency; and

WHEREAS, the Parties desire to cooperate in meeting the needs of the community by engaging in educational opportunities that aim to increase understanding of social inequities and bridge institutional gaps.

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 are 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 19, 2020** and conclude on **June 9, 2021**.

2.02 **Participating SBBC Schools.** CITY shall assign twelve (12) law enforcement officers to serve as SROs at eleven (11) schools operated by SBBC that are listed below (collectively, “Participating SBBC Schools”). If the Parties desire to add SROs or add Participating SBBC Schools during the term of this Agreement, this Agreement must be amended in writing and signed by the Parties. The Participating SBBC Schools include the following:

a) **Elementary Schools**

- 1) Banyan (1 Officer) – beginning August 19, 2020 through June 9, 2021
- 2) Discovery (1 Officer) – beginning August 19, 2020 through June 9, 2021
- 3) Horizon (1 Officer) – beginning August 19, 2020 through June 9, 2021
- 4) Nob Hill (1 Officer) - beginning August 19, 2020 through June 9, 2021
- 5) Sandpiper (1 Officer) – beginning August 19, 2020 through June 9, 2021
- 6) Sawgrass (1 Officer) – beginning August 19, 2020 through June 9, 2021
- 7) Village (1 Officer) – beginning August 19, 2020 through June 9, 2021
- 8) Welleby (1 Officer) – beginning August 19, 2020 through June 9, 2021

b) **Middle Schools**

- 1) Bair (1 Officer) – beginning August 19, 2020 through June 9, 2021
- 2) Westpine (1 Officer) – beginning August 19, 2020 through June 9, 2021

c) **High School**

- 1) Piper (2 Officers) – beginning August 19, 2020 through June 9, 2021

2.03 **Assignment of SROs.**

a) CITY shall always maintain SROs on duty during regular school hours and in accordance with the number of SROs specified in Section 2.02, with the exception of circumstances specified herein.

b) “Regular school hours” for purposes of this Agreement begin at least fifteen (15) minutes before and end at least fifteen (15) minutes after the respective Participating SBBC School’s posted school bell schedule whether or not students are engaged in distance learning. Regular school hours do not include activities occurring after most of the student body is dismissed for the day.

c) CITY may change the law enforcement officers assigned to participate as SROs at any time during the term of this Agreement. CITY shall promptly advise the Principal of the Participating SBBC

School of the name of any replacement SRO assigned to provide services under this Agreement.

d) At any Participating SBBC School where there is more than one (1) SRO, CITY may temporarily reassign an SRO to another Participating SBBC School so long as that SRO spends a majority of time in his or her originally assigned Participating SBBC School. Upon such reassignment, CITY shall immediately notify both Principals of each of the respective Participating SBBC Schools of the temporary reassignment. Additionally, CITY shall not allow the number of SROs to fall below one (1) SRO per Participating SBBC School. Notwithstanding any provision in this Agreement, if CITY is unable to provide at least one (1) SRO per Participating SBBC School, then it shall immediately notify SBBC so that SBBC may timely assign a Safe School Officer;

e) Unless precluded by an emergency pertaining to life, health, and safety of individual(s), CITY shall always maintain SROs on duty during regular school hours, in accordance with the number of SROs specified in Section 2.02. In an emergency circumstance as stated herein, CITY shall notify the school Principal and SBBC's liaison or his/her designee for the SRO Program in a timely manner and the SRO shall return to the respective assigned school as soon as the SRO has been relieved of the emergency circumstance.

2.04 **Duties of SROs.** An SRO shall not function as a school disciplinarian and shall not intervene in the normal disciplinary actions of the Participating SBBC 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 site and its occupants during regular school hours and for the duration of any food distribution or dissemination of electronic devices;
- c) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law through a joint effort between SBBC and CITY;
- d) 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;
- 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 and the rights, obligations, and responsibilities of students as citizens;
- g) SROs shall participate as a Behavioral Threat Assessment ("BTA") Team Member at a behavioral threat assessment meeting located at the respective Participating SBBC School. As a Behavioral Threat Assessment Team Member, the SRO may assist the school in gathering information, evaluating facts, and helping to make institutional determinations, such as whether a health or safety

emergency exists, and how the school should respond. SRO's will also, along with other BTA team members, have access to SBBC's Psychological Services Department.

h) To the extent SROs have not completed training related to racial equity and best practices for interactions with persons who have intellectual or developmental disabilities, SBBC will provide training opportunities for all SROs assigned to school sites during regular school hours or on any agreed upon early release day or employee planning day at no cost.

i) **Law Enforcement Gun Safes/Lockers.**

1) CITY may, at its sole expense and discretion, purchase and install one (1) or more gun safes or gun lockers at any Participating SBBC School. SBBC may, at its sole discretion, reimburse a portion or all of the expense of CITY's purchase of gun safes or gun lockers, through its funds or any applicable grant(s) that it receives;

2) CITY, at its sole discretion, may store any weapons in such gun safes or gun lockers as CITY deems appropriate for the performance of its law enforcement duties;

3) CITY shall provide to SBBC a letter from CITY's Risk Manager indicating that CITY is a self-insured municipal corporation, in accordance with Section 768.28, Florida Statutes;

4) 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. CITY will coordinate the location and placement of any gun safe or gun locker with SBBC officials so such items may be incorporated within the Participating SBBC 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, CITY will remove such gun safes, gun lockers, and their contents and restore the premises to the original condition within ninety (90) calendar days from the notification of the party's intent to not enter into said Agreement or by the end of the term of this Agreement, whichever occurs last. If after ninety (90) calendar days CITY fails to retrieve its gun safe or gun locker, the gun safe or gun locker will become the property of SBBC 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 will remain the property of CITY and CITY shall collect the contents before SBBC disposes of the gun locker or gun safe.

2.05 **Student Instruction.** SBBC shall at all times maintain control over the content of any educational programs and instructional materials provided at the Participating SBBC Schools including those provided through the SRO Program. 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 SBBC School.

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

2.07 **Cost of Services.** SBBC's cost for services provided by CITY shall be Six Thousand Dollars and 00/100 Cents (\$6,000.00) per SRO per month in the 2020-2021 school year as more specifically stated below as follows:

Participating Schools	N o. of S R O s	Durat ion (Mont hs)	2020-2021 Monthly cost per SRO	2020-2021 Monthly cost per Participat ing District School	2020-2021 Yearly cost per SRO	2020-2021 Yearly cost per Participatin g District School
Elementary Schools						
1.	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
Banyan	2.	1	10	\$6,000.00	\$6,000.00	\$60,000.00
Discovery	3.	1	10	\$6,000.00	\$6,000.00	\$60,000.00
Horizon	4.	1	10	\$6,000.00	\$6,000.00	\$60,000.00
Nob Hill	5.	1	10	\$6,000.00	\$6,000.00	\$60,000.00
Sandpiper	6.	1	10	\$6,000.00	\$6,000.00	\$60,000.00
Sawgrass	7.	1	10	\$6,000.00	\$6,000.00	\$60,000.00
Village:	8.	1	10	\$6,000.00	\$6,000.00	\$60,000.00
Welleby						
Middle Schools						
1.	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
Bair	2.	1	10	\$6,000.00	\$6,000.00	\$60,000.00
Westpine						
High School						
1.	2	10	\$6,000.00	\$12,000.00	\$60,000.00	\$120,000.00
Piper						
Total	12			\$72,000.00		\$720,000.00

2.08 **Payment for SRO Program Services.** CITY shall appropriately invoice SBBC for SRO services rendered under this Agreement in monthly installments with invoices delivered to SBBC by the end of each month for services rendered in the months of August, September, October, November, December, January, February, March, April, and May of each term year. Each monthly invoice shall contain reference to the school year, the respective installment to which it pertains, the actual number of SROs assigned for that installment period, the monthly invoice amount as specifically stated in the table in Section 2.07, and the date of this Agreement. Upon certification by SBBC's contact person designated in Section 2.06 that the SRO services were provided by CITY, SBBC shall make payment for SRO services within thirty (30) calendar days of its receipt of an appropriate invoice from CITY for such services. With the exception of trainings held on agreed upon early release or employee planning days, SBBC will reimburse CITY for overtime incurred as part of SBBC's mandatory training held outside of regular school hours. CITY shall provide any and all information related to the individual payrate of the SRO that performed the overtime and that respective SRO's overtime rate.

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, 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. Additionally, any inspection will take place at a location designated by CITY during normal business hours.

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 workspace at a CITY facility 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 thirty (30) calendar days of receipt of written demand from SBBC unless 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, 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

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. CITY shall at all times be responsible for all aspects of the employment, control, and direction of law enforcement 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 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 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 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 sixty (60) calendar days' written notice to the other parties of its desire to terminate this Agreement. SBBC shall pay CITY for all services rendered through the effective date of termination. Should CITY wish to continue with this Agreement but choose to remove one or more SROs from SBBC schools, and such removal would result in no SRO at any Participating SBBC School, CITY shall give SBBC forty-five (45) calendar days' written notice of such removal.

3.06 **Default.** The Parties agree that, if 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, if 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 is cumulative and 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 precludes any other or future exercise thereof. Nothing in this section will be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. In the event of such termination, SBBC shall pay CITY for all services rendered through the effective date of termination and CITY will not be obligated to provide services after the effective date of termination. No penalty will accrue to SBBC if this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **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.

3.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. 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, 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. 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 CITY does not transfer the public records to SBBC. Upon completion of the Agreement, CITY shall transfer, at no cost, to SBBC all public records in possession of CITY or keep and maintain public records required by SBBC to perform the services required under the Agreement. If CITY transfers all public records to SBBC upon completion of the Agreement, CITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CITY keeps and maintains public records upon completion of the Agreement, 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, RISK MANAGEMENT

DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301, OR THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954-746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

3.10 SBBC Disclosure of Education Records.

a) Behavioral Threat Assessment Meetings.

1) Purpose of Disclosures. SBBC shall provide the education records listed in this section when SROs participate as a Behavioral Threat Assessment Team Member at a behavioral threat assessment meeting located at the respective Participating SBBC School to determine the level of threat and/or interventions to be provided to the student.

2) Types of Education Records. SBBC shall provide the SRO, upon SRO's request on the date of the Behavioral Threat Assessment meeting, with any and all education records reasonably necessary to participate as a Behavioral Threat Assessment Team Member in a behavioral threat assessment meeting at the respective Participating SBBC School. Such education records include, but are not limited to the Behavioral Threat Assessment instrument.

b) Consent. SROs shall not receive education records from SBBC unless: 1) the education records are for the purpose listed above in this section, or 2) the disclosure of the education records falls under a Family Education Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations (34 C.F.R. Part 99) exception to consent, or 3) SBBC is able to obtain prior written consent from each student's parent/guardian or student age 18 or older prior to disclosing the education records. Should SBBC not be able to obtain prior written consent, then SBBC will not provide the SRO with the education records, and the SRO will not be entitled to same.

3.11 CITY Confidentiality of Education Records.

a) Notwithstanding any provision to the contrary within this Agreement, CITY shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education

records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education records through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

3.12 Compliance with Laws.

a) Each party (which includes all law enforcement officers assigned to the SRO Program) shall comply with all applicable federal, state, and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. Additionally, 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 (SOPM). In the event of conflict between the SOPM and this Agreement, this Agreement prevails. SBBC shall not make changes to the SOPM without prior notice to CITY. Nothing contained herein shall be construed as either party assuming the responsibility of the other party's obligations as defined by applicable law;

b) Activities conducted by the SROs as part of the regular instructional program of the school shall be under the direction of the school Principal;

c) In accordance with Section 1006.12(b), Florida Statutes, SROs shall abide by SBBC policies, but shall be responsible to CITY in all matters relating to employment, subject to this Agreement. In the event of conflict, CITY's policies prevail for all law enforcement activity and SBBC's policies prevail for all educational activity;

d) Officers equipped with body worn cameras shall utilize the device in accordance with CITY's policies, subject to this Agreement.

3.13 **Conflict Resolution.** SBBC's liaison and the appropriate CITY designee will meet to resolve all concerns and conflicts between CITY and SBBC under this Agreement, unless otherwise prohibited by law or agency policy.

3.14 **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.

3.15 **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.

3.16 **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.

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

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **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.

3.25 **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.

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

3.27 **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 PAGE FOLLOWS)

FOR SBBC

(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:



Digitally signed by Maya Moore
Reason: Sunrise SRO Agreement
FY 20-21
Date: 2020.10.01 17:18:47 -04'00'

Office of the General Counsel

FOR CITY

(Municipal Seal)

CITY OF SUNRISE, FLORIDA

By: _____

Michael J. Ryan MAYOR

10/1/2020

DATE

Approved as to Form:

Kimberly A. Tise
CITY ATTORNEY

9/30/2020

DATE

Asst. *Meryl Hoel*
CITY CLERK



SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2020, 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

GREGORY TONY, 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 ("SRO Program") in accordance with the Marjory Stoneman Douglas High School Public Safety Act; and

WHEREAS, SBBC desires that SHERIFF provide law enforcement officers to serve as School Resource Officers ("SROs") in certain Participating SBBC Schools located within Broward County, Florida and SHERIFF will assign law enforcement officers to serve as SROs under this SRO Program; and

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

WHEREAS, the SRO Program was established for the purposes set forth under applicable Florida law including the prevention of juvenile delinquency through the provision of programs specifically developed to respond to the factors and conditions that give rise to delinquency; and

WHEREAS, the Parties desire to cooperate in meeting the needs of the community by engaging in educational opportunities that aim to increase understanding of social inequities and bridge institutional gaps.

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 are 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 19, 2020** and conclude on **June 9, 2021**.

2.02 **Participating SBBC Schools**. SHERIFF shall assign fifty-nine (59) law enforcement officers to serve as SROs at fifty (50) schools operated by SBBC that are listed below (collectively, "Participating SBBC Schools"). If the Parties desire to add SROs or add Participating SBBC Schools during the term of this Agreement, this Agreement must be amended in writing and signed by the Parties. The Participating SBBC Schools include the following:

a) **Elementary Schools**

- 1) Meadowbrook (1 Deputy) – beginning August 19, 2020 through June 9, 2021
- 2) Cooper City (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 3) Embassy Creek (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 4) Griffin (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 5) Collins (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 6) Dania (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 7) North Lauderdale (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 8) Heron Heights (2 Deputies) - beginning August 19, 2020 through June 9, 2021
- 9) Park Trails (2 Deputies) - beginning August 19, 2020 through June 9, 2021
- 10) Riverglades (2 Deputies) - beginning August 19, 2020 through June 9, 2021
- 11) Cresthaven (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 12) Cypress (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 13) Drew Charles (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 14) Robert C. Markham (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 15) McNab (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 16) Norcrest (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 17) Palmview (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 18) Pompano Beach (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 19) Sanders Park (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 20) Challenger (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 21) Tamarac (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 22) Country Isles (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 23) Eagle Point (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 24) Everglades (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 25) Gator Run (1 Deputy) - beginning August 19, 2020 through June 9, 2021

- 26) Indian Trace (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 27) Manatee Bay (1 Deputy) - beginning August 19, 2020 through June 9, 2021

b) Middle Schools

- 1) Pioneer (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 2) Olsen (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 3) Deerfield Beach (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 4) Lauderdale Lakes (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 5) Silver Lakes (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 6) James S. Rickards (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 7) Westglades (2 Deputies) - beginning August 19, 2020 through June 9, 2021
- 8) Crystal Lake (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 9) Pompano Beach (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 10) Millennium Collegiate Academy (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 11) Falcon Cove (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 12) Tequesta Trace (1 Deputy) - beginning August 19, 2020 through June 9, 2021

b) High Schools

- 1) Cooper City (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 2) Deerfield Beach (2 Deputies) - beginning August 19, 2020 through June 9, 2021
- 3) Boyd H. Anderson (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 4) Northeast (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 5) Blanche Ely (2 Deputies) - beginning August 19, 2020 through June 9, 2021
- 6) Pompano Beach (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 7) Marjory Stoneman Douglas (3 Deputies) - beginning August 19, 2020 through June 9, 2021
- 8) Cypress Bay (2 Deputies) - beginning August 19, 2020 through June 9, 2021

c) Other Schools

- 1) Pine Ridge Education Center (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 2) Cross Creek School (1 Deputy) - beginning August 19, 2020 through June 9, 2021
- 3) Cypress Run Education Center (1 Deputy) - beginning August 19, 2020 through June 9, 2021

2.03 Assignment of SROs. SHERIFF shall always maintain SROs on duty during regular school hours and in accordance with the number of SROs specified in Section 2.02, with the exception of circumstances specified herein.

a) "Regular school hours" for purposes of this Agreement begin at least fifteen (15)-minutes before and end at least fifteen (15) minutes after the respective Participating SBBC School's posted school

bell schedule whether or not students are engaged in distance learning. Regular school hours do not include activities occurring after most of the student body is dismissed for the day.

b) SHERIFF may change the law enforcement officers assigned to participate as SROs at any time during the term of this Agreement. SHERIFF shall promptly advise the Principal of the Participating SBBC School of the name of any replacement SRO assigned to provide services under this Agreement.

c) At any Participating SBBC School where there is more than one (1) SRO, SHERIFF may temporarily reassign an SRO to another Participating SBBC School so long as that SRO spends a majority of time in his or her originally assigned Participating SBBC School. Upon such reassignment, SHERIFF shall immediately notify both Principals of each of the respective Participating SBBC Schools of the temporary reassignment. Additionally, SHERIFF shall not allow the number of SROs to fall below one (1) SRO per Participating SBBC School. Notwithstanding any provision in this Agreement, if SHERIFF is unable to provide at least one (1) SRO per Participating SBBC School, then it shall immediately notify SBBC so that SBBC may timely assign a Safe School Officer;

d) Unless precluded by an emergency pertaining to life, health, and safety of individual(s), SHERIFF shall always maintain SROs on duty during regular school hours, in accordance with the number of SROs specified in Section 2.02. In an emergency circumstance as stated herein, SHERIFF shall notify the school Principal and SBBC's liaison or his/her designee for the SRO Program in a timely manner and the SRO shall return to the respective assigned school as soon as the SRO has been relieved of the emergency circumstance.

2.04 **Duties of SROs.** An SRO shall not function as a school disciplinarian and shall not intervene in the normal disciplinary actions of the Participating SBBC 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 site and its occupants during regular school hours and for the duration of any food distribution or dissemination of electronic devices;
- c) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law through a joint effort between SBBC and SHERIFF;
- d) 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;
- 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 and the rights, obligations, and responsibilities of students as citizens;

g) SROs shall participate as a Behavioral Threat Assessment (“BTA”) Team Member at a behavioral threat assessment meeting located at the respective Participating SBBC School. As a Behavioral Threat Assessment Team Member, the SRO may assist the school in gathering information, evaluating facts, and helping to make institutional determinations, such as whether a health or safety emergency exists, and how the school should respond. SRO’s will also, along with other BTA team members, have access to SBBC’s Psychological Services Department.

h) To the extent SROs have not completed training related to racial equity and best practices for interactions with persons who have intellectual or developmental disabilities, SBBC will provide training opportunities for all SROs assigned to school sites during regular school hours or on any agreed upon early release day or employee planning day at no cost.

i) **Law Enforcement Gun Safes/Lockers.**

1) SHERIFF may, at its sole expense and discretion, purchase and install one (1) or more gun safes or gun lockers at any Participating SBBC School. SBBC may, at its sole discretion, reimburse a portion or all of the expense of SHERIFF’s purchase of gun safes or gun lockers, through its funds or any applicable grant(s) that it receives;

2) SHERIFF, at its sole discretion, may store any weapons in such gun safes or gun lockers as SHERIFF deems appropriate for the performance of its law enforcement duties;

3) SHERIFF shall provide to SBBC a letter from SHERIFF’s Risk Manager indicating that SHERIFF is a self-insured municipal corporation, in accordance with Section 768.28, Florida Statutes;

4) 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. SHERIFF will coordinate the location and placement of any gun safe or gun locker with SBBC officials so such items may be incorporated within the Participating SBBC 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, SHERIFF will remove such gun safes, gun lockers, and their contents and restore the premises to the original condition within ninety (90) calendar days from the notification of the party’s intent to not enter into said Agreement or by the end of the term of this Agreement, whichever occurs last. If after ninety (90) calendar days SHERIFF fails to retrieve its gun safe or gun locker, the gun safe or gun locker will become the property of SBBC 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 will remain the property of SHERIFF and SHERIFF shall collect the contents before SBBC disposes of the gun locker or gun safe.

2.05 **Student Instruction.** SBBC shall at all times maintain control over the content of any educational programs and instructional materials provided at the Participating SBBC Schools including those provided through the SRO Program. 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 SBBC School.

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

2.07 **Cost of Services.** SBBC's cost for services provided by SHERIFF shall be Six Thousand Dollars and 00/100 Cents (\$6,000.00) per SRO per month in the 2020-2021 school year as more specifically stated below as follows:

Participating Schools	No. of SROs	Duration (Months)	2020-2021 Monthly cost per SRO	2020-2021 Monthly cost per Participating District School	2020-2021 Yearly cost per SRO	2020-2021 Yearly cost per Participating District School
Elementary Schools						
1. Meadowbrook	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
2. Cooper City	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
3. Embassy Creek	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
4. Griffin	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
5. Collins	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
6. Dania	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
7. North Lauderdale	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
8. Heron Heights	2	10	\$6,000.00	\$12,000.00	\$60,000.00	\$120,000.00
9. Park Trails	2	10	\$6,000.00	\$12,000.00	\$60,000.00	\$120,000.00
10. Riverglades	2	10	\$6,000.00	\$12,000.00	\$60,000.00	\$120,000.00
11. Cresthaven	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
12. Cypress	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
13. Drew Charles	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
14. Robert C. Markham	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
15. McNab	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
16. Norcrest	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
17. Palmview	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
18. Pompano Beach	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
19. Sanders Park	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
20. Challenger	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
21. Tamarac	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
22. Country Isles	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
23. Eagle Point	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
24. Everglades	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
25. Gator Run	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
26. Indian Trace	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
27. Manatee Bay	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
Middle Schools						
1. Pioneer	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
2. Olsen	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
3. Deerfield Beach	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
4. Lauderdale Lakes	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
5. Silver Lakes	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
6. James S. Rickards	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00

School Resource Officer Agreement between
The School Board of Broward County, Florida and
Gregory Tony, as Sheriff of Broward County, Florida 2020-2021

(FY21-069, FY21-070, FY21-071, FY21-072, FY21-073, FY21-074, FY21-075, FY21-076, FY21-077, FY21-078, FY21-079)

7. Westglades	2	10	\$6,000.00	\$12,000.00	\$60,000.00	\$120,000.00
8. Crystal Lake	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
9. Pompano Beach	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
10. Millennium Collegiate Academy	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
11. Falcon Cove	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
12. Tequesta Trace	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
High Schools						
1. Cooper City	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
2. Deerfield Beach	2	10	\$6,000.00	\$12,000.00	\$60,000.00	\$120,000.00
3. Boyd H. Anderson	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
4. Northeast	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
5. Blanche Ely	2	10	\$6,000.00	\$12,000.00	\$60,000.00	\$120,000.00
6. Pompano Beach	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
7. Marjory Stoneman Douglas	3	10	\$6,000.00	\$18,000.00	\$60,000.00	\$180,000.00
8. Cypress Bay	2	10	\$6,000.00	\$12,000.00	\$60,000.00	\$120,000.00
Other Schools						
1. Pine Ridge Education	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
2. Cross Creek School	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
3. Cypress Run Education Center	1	10	\$6,000.00	\$6,000.00	\$60,000.00	\$60,000.00
Total	59			\$354,000.00		\$3,540,000.00

2.08 **Payment for SRO Program Services.** SHERIFF shall appropriately invoice SBBC for SRO services rendered under this Agreement in monthly installments with invoices delivered to SBBC by the end of each month for services rendered in the months of August, September, October, November, December, January, February, March, April, and May of each term year. Each monthly invoice shall contain reference to the school year, the respective installment to which it pertains, the actual number of SROs assigned for that installment period, the monthly invoice amount as specifically stated in the table in Section 2.07, and the date of this Agreement. Upon certification by SBBC's contact person designated in Section 2.06 that the SRO services were provided by SHERIFF, SBBC shall make payment for SRO services within thirty (30) calendar days of its receipt of an appropriate invoice from SHERIFF for such services. With the exception of trainings held on agreed upon early release or employee planning days, SBBC will reimburse SHERIFF for overtime incurred as part of SBBC's mandatory training held outside of regular school hours. SHERIFF shall provide any and all information related to the individual payrate of the SRO that performed the overtime and that respective SRO's overtime rate.

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, 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. Additionally, any inspection will take place at a location designated by SHERIFF during normal business hours.

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 workspace at a SHERIFF facility 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 thirty (30) calendar days of receipt of written demand from SBBC unless 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, 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: GREGORY TONY, AS SHERIFF OF BROWARD COUNTY,
FLORIDA
a Constitutional Officer whose principal place of business is
2601 West Broward Boulevard
Fort Lauderdale, Florida 33311

Courtesy copy to
respective non-party
county or municipality
where schools are located: County Administrator
Broward County
115 S. Andrews Ave., Room 409
Fort Lauderdale, FL 33301

City Manager
City of Cooper City, Florida
9090 SW 50th Place Cooper
City, FL 33329

City Manager
City of Dania Beach, Florida
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

City Manager
City of Deerfield Beach, Florida
150 N.E. 2nd Ave.
Deerfield Beach, FL 33441

City Manager
City of North Lauderdale, Florida
701 SW 71st Ave.
North Lauderdale, FL 33068

City Manager
City of Oakland Park, Florida
3650 NE 12th Avenue
Oakland Park, FL 33334

City Manager
City of Parkland, Florida
6600 University Dr.
Parkland, FL 33067

City Manager
City of Pompano Beach, Florida
100 West Atlantic Blvd.
Pompano Beach, FL 33060

City Manager
City of Tamarac, Florida
7525 NW 88th Ave.
Tamarac, FL 33321

City Manager
City of Weston, Florida
17200 Royal Palm Blvd.
Weston, FL 33326

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. SHERIFF shall at all times be responsible for all aspects of the employment, control, and direction of law enforcement 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 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 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 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 sixty (60) calendar days' written notice to the other parties of its desire to terminate this Agreement. SBBC shall pay SHERIFF for all services rendered through the effective date of termination. Should SHERIFF wish to continue with this Agreement but choose to remove one or more SROs from SBBC schools, and such removal would result in no SRO at any Participating SBBC School, SHERIFF shall give SBBC forty-five (45) calendar days' written notice of such removal.

3.06 **Default.** The Parties agree that, if 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, if 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 is cumulative and 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 precludes any other or future exercise thereof. Nothing in this section will be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. In the event of such termination, SBBC shall pay SHERIFF for all services rendered through the effective date of termination and SHERIFF will not be obligated to provide services after the effective date of termination. No penalty will accrue to SBBC if this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **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.

3.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. 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, 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. 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 SHERIFF does not transfer the public records to SBBC. Upon completion of the Agreement, SHERIFF shall transfer, at no cost, to SBBC all public records in possession of SHERIFF or keep and maintain public records required by SBBC to perform the services required under the Agreement. If SHERIFF transfers all public records to SBBC upon completion of the Agreement, SHERIFF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SHERIFF keeps and maintains public records upon completion of the Agreement, 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, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.10 SBBC Disclosure of Education Records.

a) Behavioral Threat Assessment Meetings.

1) Purpose of Disclosures. SBBC shall provide the education records listed in this section when SROs participate as a Behavioral Threat Assessment Team Member at a behavioral threat assessment meeting located at the respective Participating SBBC School to determine the level of threat and/or interventions to be provided to the student.

2) Types of Education Records. SBBC shall provide the SRO, upon SRO's request on the date of the Behavioral Threat Assessment meeting, with any and all education records reasonably necessary to participate as a Behavioral Threat Assessment Team Member in a behavioral threat assessment meeting at the respective Participating SBBC School. Such education records include, but are not limited to the Behavioral Threat Assessment instrument.

b) Consent. SROs shall not receive education records from SBBC unless: 1) the education records are for the purpose listed above in this section, or 2) the disclosure of the education records falls under a Family Education Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations (34 C.F.R. Part 99) exception to consent, or 3) SBBC is able to obtain prior written consent from each student's parent/guardian or student age 18 or older prior to disclosing the education records. Should SBBC not be able to obtain prior written consent, then SBBC will not provide the SRO with the education records, and the SRO will not be entitled to same.

3.11 SHERIFF Confidentiality of Education Records.

a) Notwithstanding any provision to the contrary within this Agreement, SHERIFF shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this

Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education records through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

3.12 **Compliance with Laws.**

a) Each party (which includes all law enforcement officers assigned to the SRO Program) shall comply with all applicable federal, state, and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. Additionally, 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 (SOPM). In the event of conflict between the SOPM and this Agreement, this Agreement prevails. SBBC shall not make changes to the SOPM without prior notice to SHERIFF. Nothing contained herein shall be construed as either party assuming the responsibility of the other party's obligations as defined by applicable law;

b) Activities conducted by the SROs as part of the regular instructional program of the school shall be under the direction of the school Principal;

c) In accordance with Section 1006.12(b), Florida Statutes, SROs shall abide by SBBC policies, but shall be responsible to SHERIFF in all matters relating to employment, subject to this Agreement. In the event of conflict, SHERIFF's policies prevail for all law enforcement activity and SBBC's policies prevail for all educational activity;

d) Officers equipped with body worn cameras shall utilize the device in accordance with SHERIFF's policies, subject to this Agreement.

3.13 **Conflict Resolution.** SBBC's liaison and the appropriate SHERIFF designee will meet to resolve all concerns and conflicts between SHERIFF and SBBC under this Agreement, unless otherwise prohibited by law or agency policy.

3.14 **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.

3.15 **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.

3.16 **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.

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

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **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.

3.25 **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.

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

3.27 **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 PAGE FOLLOWS]

FOR SBBC

(Corporate Seal)

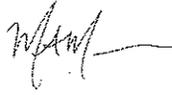
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By: _____
Donna P. Korn, Chair

Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Maya Moore
Reason: BSO SRO Agreement FY
20-21
Date: 2020.10.01 16:55:46
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Office of the General Counsel

FOR SHERIFF

GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA

By Gregory Tony
Gregory Tony, Sheriff

10/1/2020
DATE

Approved as to Form and Legal Sufficiency
Subject to Execution by the Parties:

By Terrence O. Lynch
Terrence O. Lynch, General Counsel

9/30/20
Date