

## **AGENDA ITEM II-1**

**MEETING DATE: 06-06-06**

Listing of participating schools operated by the Board and located in the various municipal police jurisdictions for the 2005-2006 school year. Any remaining schools will be submitted at a later date.

### **AGENCY**

### **SCHOOLS**

#### **Broward County Sheriff's Office** **(Six Districts & Unincorporated)**

##### **District 16-Cooper City**

**Elementary:** Cooper City, Embassy Creek, Griffin

**Middle:** Pioneer

**High:** Cooper City

##### **District 10-Deerfield Beach**

**Middle:** Deerfield Beach

**High:** Deerfield Beach

##### **District 12-Oakland Park**

**Elementary:** Lloyd Estates, Oakland Park

**Middle:** Rickards

**High:** Northeast

##### **District 15-North Lauderdale**

**Elementary:** Morrow, North Lauderdale, Pinewood

**Middle:** Silver Lakes

##### **District 17-Parkland**

**Elementary:** Park Trails, Riverglades

**Middle:** Westglades

**High:** Marjory Stoneman Douglas

##### **District 11-Pompano Beach**

**Elementary:** Cypress, Charles Drew, Markham, McNab, Sanders Park

**AGENCY**

**SCHOOLS**

**Broward County Sheriff's Office Cont.**

**Unincorporated Broward**

**Elementary:** Broadview, Broward Estates, Castle Hill, Challenger, Collins, Country Isles, Cresthaven, Dania, Deerfield Beach, Deerfield Park, Eagle Point, Everglades, Gator Run, Indian Trace, King, Martin L., Lake Forest, Larkdale, Lauderhill P. Turner, Manatee Bay, Meadowbrook, Norcrest, North Andrews Gardens, Oriole, Palmview, Park Lake, Park Ridge, Quiet Waters, Royal Palm, Tamarac, Tedder, Watkins

**Unincorporated Broward**

**Middle:** Crystal Lake, Dandy, Falcon Cove, Lauderdale Lakes, Lauderhill, Millennium, Nova, Olsen, Parkway, Pompano Beach, Tequesta Trace

**High:** Anderson, Boyd, Cypress Bay Cypress Bay Annex, Ely, Blanche, Nova, Pompano Beach

**Others:** Cross Creek, Cypress Run Alternative, Lanier James Alternative, McFatter Vocational Cntr., Pine Ridge Alternative, Seagull School, Sunset School, Whiddon Rogers Educational Center

# **SCHOOL RESOURCE OFFICER AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2006,  
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

**SHERIFF OF BROWARD COUNTY, FLORIDA**

(hereinafter referred to as "SHERIFF"),  
whose principal place of business is  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33311

**WHEREAS**, SBBC has established a School Resource Officer Program (Hereinafter referred to as "SRO Program") pursuant to applicable Florida law; and

**WHEREAS**, SBBC desires that the SHERIFF provide Deputies to serve as School Resource Officers (hereinafter referred to as "SROs") in several public schools located within Broward County, Florida and the SHERIFF is willing to assign law enforcement officers to serve as SROs under the SRO Program; and

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

**WHEREAS**, the Sheriff and SBBC understand and agree that the SRO Program is established for the purposes set forth under applicable Florida law including assistance in the prevention of juvenile delinquency through the provision of programs specifically developed to respond to those factors and conditions that give rise to delinquency.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars and No/00 Cents (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## **ARTICLE 1 - RECITALS**

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## **ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Agreement.** This Agreement shall be for a ten (10) month period commencing on August 02, 2005 and concluding on May 25, 2006 (hereinafter referred to as “Term”). This Agreement shall continue in effect until the Term described in Section 2.01 concludes or until it is terminated earlier by either of the Parties in accordance with Section 3.04 of this Agreement.

2.02 **Participating Public Schools.** SHERIFF shall supply thirty (30) Deputies to serve as SRO at the following thirty-one (31) elementary schools operated by SBBC and (25) twenty-five Deputies to serve at the following twenty-seven (27) secondary schools operated by SBBC (hereinafter referred to as “Participating Schools”):

Broadview  
Broward Estates  
Castle Hill  
Challenger  
Collins  
Country Isles  
Cresthaven  
Dania  
Deerfield Beach  
Deerfield Park

Eagle Point  
Everglades  
Gator Run  
Indian Trace  
King, Martin Luther  
Lake Forest  
Larkdale  
Lauderhill Paul Turner  
Manatee Bay  
Meadowbrook  
Norcrest

North Andrews Gardens  
Oriole  
Palmview  
Park Lake  
Park Ridge  
Quiet Waters  
Royal Palm  
Tamarac  
Tedder  
Watkins

Anderson, Boyd High  
Cross Creek School  
Crystal Lake Middle  
Cypress Bay High  
Cypress Bay Annex  
Cypress Run Alternative  
Dandy Middle  
Ely, Blanche High

Falcon Cove Middle  
Lanier James Alternative  
Lauderdale Lakes Middle  
Lauderhill Middle  
McFatter Vocational Cntr.  
Millennium Middle  
Nova High  
Nova Middle  
Olsen Middle

Parkway Middle  
Pine Ridge Alternative  
Pompano Beach High  
Pompano Beach Middle  
Seagull School  
Sunset School  
Tequesta Trace Middle  
Whiddon Rogers Educ. Center

2.03 **Assignment of School Resource Officers.** The SHERIFF may change the Deputy assigned to participate as SROs at any time during the Term of this Agreement. Unless precluded by law enforcement requirements or emergency circumstances, the SHERIFF shall at all times maintain on duty the number of SROs specified in Section 2.01 and each SRO assigned to a Participating School shall be on duty at such school during those regular school hours during which students are required to be in attendance and shall attend any required SRO training programs conducted by SBBC. Whenever possible, the SHERIFF shall assign a replacement Deputy, on a temporary basis, if the absence of an assigned SRO is approved by the SHERIFF and the period of absence exceeds four (4) days.

2.04 **Employment of School Resource Officers.** The 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 employment or agency relationship between SBBC and any law enforcement officer assigned by the SHERIFF to participate in the SRO Program. All compensation, salaries, wages, benefits and other emoluments of employment payable to the SROs shall be the sole responsibility of the SHERIFF.

2.05 **Applicable Policies and Standards.** The SHERIFF shall ensure that the exercise of law enforcement powers by each assigned SRO shall be in compliance with the authority granted by applicable law. Each Deputy assigned to the SRO Program shall perform her/his duties as an SRO in accordance with the School Resource Officer Standard Operating Procedure Manual and with applicable Florida law and School Board Policies.

2.06 **Duties of School Resource Officers.** An SRO shall not function as a school disciplinarian or security officer, shall not intervene in the normal disciplinary actions of the Participating Schools, and shall not be used as a witness to any disciplinary procedures or actions at a Participating School. Each assigned SRO shall at all times act 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 identification and prevention of juvenile delinquency (including substance abuse) through counseling and referral services;
- c) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law;
- 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; and

- f) the presentation of educational programs concerning crime prevention and the rights, obligations and responsibilities of students as citizens.
- g) assist the School Board of Broward County in protecting and securing the school plant and its occupants.

2.07 **Student Instruction.** SBBC shall at all times maintain control over the content of any educational programs and instructional materials provided at the Participating Schools including those provided through the SRO Program. Each SRO will provide instructional activities to the students at the SRO's assigned school(s) in areas of instruction within the SRO's experience, education and training. Any activities conducted by an SRO as part of the regular instructional program of a Participating School shall be provided upon prior consultation and coordination with the school principal.

2.08 **SBBC Contact Persons.** The principal at each Participating School shall be SBBC's on-site contact person for any SROs assigned to that school. In addition, this section confirms that SBBC's Superintendent of Schools has designated the Coordinator, School Safety and School Resource Officer to serve as the school district's liaison for the SRO Program.

2.09 **Payment for SRO Program Services.** SBBC shall pay to SHERIFF the sum of Twelve Thousand Dollars and No/00 Cents (\$12,000.00) per SRO assigned by the SHERIFF under the Term of this Agreement for a total of Six Hundred Sixty Thousand Dollars and No/00 Cents (\$660,000.00). The SHERIFF shall invoice SBBC in ten installments for SRO services rendered under this Agreement with the first invoice being furnished in August, 2005 and invoices shall be delivered to SBBC on a monthly basis thereafter. Each monthly invoice shall be in the amount of Sixty Six Thousand and No/00 Cents (\$66,000.00). However, the SHERIFF shall make appropriate pro rata reductions in the invoiced amount during any month when law enforcement requirements or emergency circumstances precluded the SHERIFF from providing SRO services. Upon certification by the Participating School's principal that the services rendered were satisfactory, payment for SRO services shall be made by SBBC within thirty (30) days of receipt of the invoice for such services.

2.10 **Summer School SRO Program.** In the event that SBBC provides a summer school program at any middle or high school within the boundaries of the SHERIFF during the summer of 2006, the principal of each such participating school may request the SHERIFF to provide an SRO for said school during the summer session. Any requests for the provision of an SRO for a summer school program shall be made to the SHERIFF in writing by the school principal. It is within the SHERIFF's sole discretion to grant or deny any request for the provision of an SRO for a summer school program. If the SHERIFF agrees to provide an SRO for a summer school program, all obligations set forth in this Agreement shall be in full effect for the duration of the summer school session except as otherwise provided herein. In the event that the SHERIFF provides an SRO for a summer school program, SBBC shall pay the SHERIFF for such SRO services at the rate of Eight Dollars and Sixty Cents per hour (\$8.60/hour) multiplied by the number of SRO service hours provided.

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.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

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

3.04 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement.

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

3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.08 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.09 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

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

3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

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

3.13 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.14 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 **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.



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

3.17 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Joe Melita, Executive Director  
Professional Standards and Special Investigative Unit  
The School Board of Broward County, Florida  
7720 West Oakland Park Boulevard – Suite 355  
Sunrise, Florida 33351

Two to SHERIFF: Sheriff Ken Jenne  
Broward Sheriff's Office  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33311

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

3.19 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.20 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

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

**FOR SBBC**

(Corporate Seal)

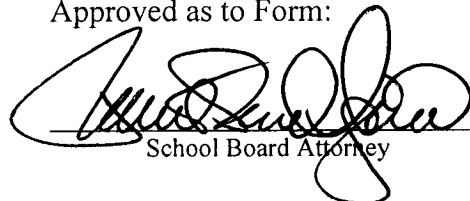
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Benjamin J. Williams, Chair

\_\_\_\_\_  
Franklin L. Till, Jr., Superintendent of  
Schools

Approved as to Form:

  
\_\_\_\_\_  
School Board Attorney

## Broward Sheriff's Office

By Edward A. Dion  
Edward A. Dion, General Counsel  
Department of Legal Affairs

Notary's Commission No. \_\_\_\_\_

# **SCHOOL RESOURCE OFFICER AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2006,  
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,  
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and

**SHERIFF OF BROWARD COUNTY, FLORIDA**

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**WHEREAS**, SBBC has established a School Resource Officer Program (Hereinafter referred to as "SRO Program") pursuant to applicable Florida law; and

**WHEREAS**, SBBC desires that the SHERIFF provide Deputies to serve as School Resource Officers (hereinafter referred to as "SROs") in several public schools located within Broward County, Florida and the SHERIFF is willing to assign law enforcement officers to serve as SROs under the SRO Program; and

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

**WHEREAS**, the Sheriff and SBBC understand and agree that the SRO Program is established for the purposes set forth under applicable Florida law including assistance in the prevention of juvenile delinquency through the provision of programs specifically developed to respond to those factors and conditions that give rise to delinquency.

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## **ARTICLE 1 - RECITALS**

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## **ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Agreement.** This Agreement shall be for a ten (10) month period commencing on August 02, 2005 and concluding on May 25, 2006 (hereinafter referred to as “Term”). This Agreement shall continue in effect until the Term described in Section 2.01 concludes or until it is terminated earlier by either of the Parties in accordance with Section 3.04 of this Agreement.

2.02 **Participating Public Schools.** SHERIFF shall supply (3) three Deputies to serve as SRO at the following three (3) elementary schools operated by SBBC and two (2) Deputies to serve at the following two (2) secondary schools operated by SBBC (hereinafter referred to as “Participating Schools”):

Cooper City Elementary	Embassy Creek Elementary	Griffin Elementary
Pioneer Middle	Cooper City High	

2.03 **Assignment of School Resource Officers.** The SHERIFF may change the Deputy assigned to participate as SROs at any time during the Term of this Agreement. Unless precluded by law enforcement requirements or emergency circumstances, the SHERIFF shall at all times maintain on duty the number of SROs specified in Section 2.02 and each SRO assigned to a Participating School shall be on duty at such school during those regular school hours during which students are required to be in attendance and shall attend any required SRO training programs conducted by SBBC. Whenever possible, the SHERIFF shall assign a replacement Deputy, on a temporary basis, if the absence of an assigned SRO is approved by the SHERIFF and the period of absence exceeds four (4) days.

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2.10 **Summer School SRO Program.** In the event that SBBC provides a summer school program at any middle or high school within the boundaries of the SHERIFF during the summer of 2006, the principal of each such participating school may request the SHERIFF to provide an SRO for said school during the summer session. Any requests for the provision of an SRO for a summer school program shall be made to the SHERIFF in writing by the school principal. It is within the SHERIFF's sole discretion to grant or deny any request for the provision of an SRO for a summer school program. If the SHERIFF agrees to provide an SRO for a summer school program, all obligations set forth in this Agreement shall be in full effect for the duration of the summer school session except as otherwise provided herein. In the event that the SHERIFF provides an SRO for a summer school program, SBBC shall pay the SHERIFF for such SRO services at the rate of Eight Dollars and Sixty Cents per hour (\$8.60/hour) multiplied by the number of SRO service hours provided.

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### **ARTICLE 3 – GENERAL CONDITIONS**

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3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

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3.14 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 **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.

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

3.17 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Joe Melita, Executive Director  
Professional Standards and Special Investigative Unit  
The School Board of Broward County, Florida  
7720 West Oakland Park Boulevard – Suite 355  
Sunrise, Florida 33351

To SHERIFF: Sheriff Ken Jenne  
Broward Sheriff's Office  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33311

To District Chief: Chief John Hale  
Broward Sheriff's Office  
Cooper City/District 16  
10580 Stirling Road  
Cooper City, Florida 33026

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

3.19 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.20 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

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

**FOR SBBC**

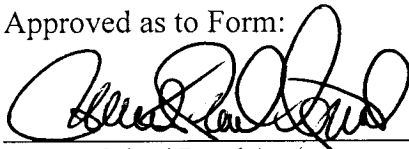
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Benjamin J. Williams, Chair

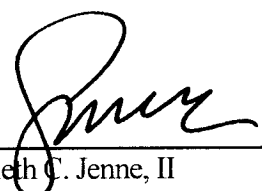
\_\_\_\_\_  
Franklin L. Till, Jr., Superintendent of  
Schools

Approved as to Form:  
  
\_\_\_\_\_  
School Board Attorney

**FOR BROWARD SHERIFF'S OFFICE**

Broward Sheriffs Office

By

  
Kenneth C. Jenne, II

SHERIFF OF BROWARD COUNTY

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

By



Edward A. Dion, General Counsel  
Department of Legal Affairs

STATE OF FLORIDA )

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7TH day of

SEPTEMBER, 2005 by KENNETH C. JENNE, II

Name of Person

on behalf of the Broward Sheriffs Office.. He/She is personally known to me or ~~produced~~

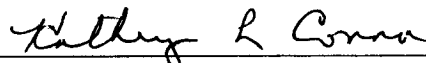
~~\_\_\_\_\_ as identification and did/did not first take an oath.~~

Type of Identification

My Commission Expires:



Kathryn L. Connor  
Commission #DD201655  
Expires: May 03, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc.

  
Signature - Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

# **SCHOOL RESOURCE OFFICER AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2006,  
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

**SHERIFF OF BROWARD COUNTY, FLORIDA**

(hereinafter referred to as "SHERIFF"),  
whose principal place of business is  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33311

**WHEREAS**, SBBC has established a School Resource Officer Program (Hereinafter referred to as "SRO Program") pursuant to applicable Florida law; and

**WHEREAS**, SBBC desires that the SHERIFF provide Deputies to serve as School Resource Officers (hereinafter referred to as "SROs") in several public schools located within Broward County, Florida and the SHERIFF is willing to assign law enforcement officers to serve as SROs under the SRO Program; and

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

**WHEREAS**, the Sheriff and SBBC understand and agree that the SRO Program is established for the purposes set forth under applicable Florida law including assistance in the prevention of juvenile delinquency through the provision of programs specifically developed to respond to those factors and conditions that give rise to delinquency.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars and No/00 Cents (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## **ARTICLE 1 - RECITALS**

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## **ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Agreement.** This Agreement shall be for a ten (10) month period commencing on August 02, 2005 and concluding on May 25, 2006 (hereinafter referred to as “Term”). This Agreement shall continue in effect until the Term described in Section 2.01 concludes or until it is terminated earlier by either of the Parties in accordance with Section 3.04 of this Agreement.

2.02 **Participating Public Schools.** SHERIFF shall supply two (2) Deputies to serve at the following two (2) secondary schools operated by SBBC (hereinafter referred to as “Participating Schools”):

Deerfield Beach Middle

Deerfield Beach High

2.03 **Assignment of School Resource Officers.** The SHERIFF may change the Deputy assigned to participate as SROs at any time during the Term of this Agreement. Unless precluded by law enforcement requirements or emergency circumstances, the SHERIFF shall at all times maintain on duty the number of SROs specified in Section 2.01 and each SRO assigned to a Participating School shall be on duty at such school during those regular school hours during which students are required to be in attendance and shall attend any required SRO training programs conducted by SBBC. Whenever possible, the SHERIFF shall assign a replacement Deputy, on a temporary basis, if the absence of an assigned SRO is approved by the SHERIFF and the period of absence exceeds four (4) days.

2.04 **Employment of School Resource Officers.** The 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 employment or agency relationship between SBBC and any law enforcement officer assigned by the SHERIFF to participate in the SRO Program. All compensation, salaries, wages, benefits and other emoluments of employment payable to the SROs shall be the sole responsibility of the SHERIFF.

2.05 **Applicable Policies and Standards.** The SHERIFF shall ensure that the exercise of law enforcement powers by each assigned SRO shall be in compliance with the authority granted by applicable law. Each Deputy assigned to the SRO Program shall perform her/his duties as an SRO in accordance with the School Resource Officer Standard Operating Procedure Manual and with applicable Florida law and School Board Policies.

2.06 **Duties of School Resource Officers.** An SRO shall not function as a school disciplinarian or security officer, shall not intervene in the normal disciplinary actions of the Participating Schools, and shall not be used as a witness to any disciplinary procedures or actions at a Participating School. Each assigned SRO shall at all times act 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 identification and prevention of juvenile delinquency (including substance abuse) through counseling and referral services;
- c) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law;
- 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; and
- f) the presentation of educational programs concerning crime prevention and the rights, obligations and responsibilities of students as citizens.
- g) assist the School Board of Broward County in protecting and securing the school plant and its occupants.

2.07 **Student Instruction.** SBBC shall at all times maintain control over the content of any educational programs and instructional materials provided at the Participating Schools including those provided through the SRO Program. Each SRO will provide instructional activities to the students at the SRO's assigned school(s) in areas of instruction within the SRO's experience, education and training. Any activities conducted by an SRO as part of the regular instructional program of a Participating School shall be provided upon prior consultation and coordination with the school principal.

2.08 **SBBC Contact Persons.** The principal at each Participating School shall be SBBC's on-site contact person for any SROs assigned to that school. In addition, this section confirms that SBBC's Superintendent of Schools has designated the Coordinator, School Safety and School Resource Officer to serve as the school district's liaison for the SRO Program.

2.09 **Payment for SRO Program Services.** SBBC shall pay to SHERIFF the sum of Twelve Thousand Dollars and No/00 Cents (\$12,000.00) per SRO assigned by the SHERIFF under the Term of this Agreement for a total of Twenty Four Thousand Dollars and No/00 Cents (\$24,000.00). The SHERIFF shall invoice SBBC in ten installments for SRO services rendered under this Agreement with the first invoice being furnished in August, 2005 and invoices shall be delivered to SBBC on a monthly basis thereafter. Each monthly invoice shall be in the amount of Two Thousand Four Hundred Dollars and No/00 Cents (\$2,400.00). However, the SHERIFF shall make appropriate pro rata reductions in the invoiced amount during any month when law enforcement requirements or emergency circumstances precluded the SHERIFF from providing SRO services. Upon certification by the Participating School's principal that the services rendered were satisfactory, payment for SRO services shall be made by SBBC within thirty (30) days of receipt of the invoice for such services.

2.10 **Summer School SRO Program.** In the event that SBBC provides a summer school program at any middle or high school within the boundaries of the SHERIFF during the summer of 2006, the principal of each such participating school may request the SHERIFF to provide an SRO for said school during the summer session. Any requests for the provision of an SRO for a summer school program shall be made to the SHERIFF in writing by the school principal. It is within the SHERIFF's sole discretion to grant or deny any request for the provision of an SRO for a summer school program. If the SHERIFF agrees to provide an SRO for a summer school program, all obligations set forth in this Agreement shall be in full effect for the duration of the summer school session except as otherwise provided herein. In the event that the SHERIFF provides an SRO for a summer school program, SBBC shall pay the SHERIFF for such SRO services at the rate of Eight Dollars and Sixty Cents per hour (\$8.60/hour) multiplied by the number of SRO service hours provided.

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.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.



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

3.04 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement.

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

3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.08 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.09 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

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

3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

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

3.13 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.14 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 **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.

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

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To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Joe Melita, Executive Director  
Professional Standards and Special Investigative Unit  
The School Board of Broward County, Florida  
7720 West Oakland Park Boulevard – Suite 355  
Sunrise, Florida 33351

To SHERIFF: Sheriff Ken Jenne  
Broward Sheriff's Office  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33311

To District Chief: Chief George Brennan  
Broward Sheriff's Office  
Deerfield Beach/District 10  
300 Northeast 2<sup>nd</sup> Street  
Deerfield Beach, Florida 33441

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

3.19 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.20 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

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

**FOR SBBC**

(Corporate Seal)

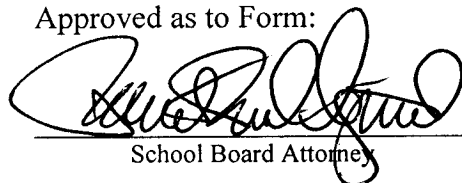
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Benjamin J. Williams, Chair

\_\_\_\_\_  
Franklin L. Till, Jr., Superintendent of  
Schools

Approved as to Form:

  
\_\_\_\_\_  
School Board Attorney



# **SCHOOL RESOURCE OFFICER AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2006,  
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

**SHERIFF OF BROWARD COUNTY, FLORIDA**

(hereinafter referred to as "SHERIFF"),  
whose principal place of business is  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33311

**WHEREAS**, SBBC has established a School Resource Officer Program (Hereinafter referred to as "SRO Program") pursuant to applicable Florida law; and

**WHEREAS**, SBBC desires that the SHERIFF provide Deputies to serve as School Resource Officers (hereinafter referred to as "SROs") in several public schools located within Broward County, Florida and the SHERIFF is willing to assign law enforcement officers to serve as SROs under the SRO Program; and

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

**WHEREAS**, the Sheriff and SBBC understand and agree that the SRO Program is established for the purposes set forth under applicable Florida law including assistance in the prevention of juvenile delinquency through the provision of programs specifically developed to respond to those factors and conditions that give rise to delinquency.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars and No/00 Cents (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## **ARTICLE 1 - RECITALS**

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## **ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Agreement.** This Agreement shall be for a ten (10) month period commencing on August 02, 2005 and concluding on May 25, 2006 (hereinafter referred to as “Term”). This Agreement shall continue in effect until the Term described in Section 2.01 concludes or until it is terminated earlier by either of the Parties in accordance with Section 3.04 of this Agreement.

2.02 **Participating Public Schools.** SHERIFF shall supply (1) one Deputy to serve as SRO at the following three (3) elementary schools operated by SBBC (hereinafter referred to as “Participating Schools”) and one (1) Deputy to serve at the following one (1) secondary school operated by SBBC (hereinafter referred to as “Participating Schools”):

Morrow Elementary  
Pinewood Elementary

North Lauderdale Elementary

Silver Lakes Middle

2.03 **Assignment of School Resource Officers.** The SHERIFF may change the Deputy assigned to participate as SROs at any time during the Term of this Agreement. Unless precluded by law enforcement requirements or emergency circumstances, the SHERIFF shall at all times maintain on duty the number of SROs specified in Section 2.01 and each SRO assigned to a Participating School shall be on duty at such school during those regular school hours during which students are required to be in attendance and shall attend any required SRO training programs conducted by SBBC. Whenever possible, the SHERIFF shall assign a replacement Deputy, on a temporary basis, if the absence of an assigned SRO is approved by the SHERIFF and the period of absence exceeds four (4) days.

2.04 **Employment of School Resource Officers.** The 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 employment or agency relationship between SBBC and any law enforcement officer assigned by the SHERIFF to participate in the SRO Program. All compensation, salaries, wages, benefits and other emoluments of employment payable to the SROs shall be the sole responsibility of the SHERIFF.

**2.05 Applicable Policies and Standards.** The SHERIFF shall ensure that the exercise of law enforcement powers by each assigned SRO shall be in compliance with the authority granted by applicable law. Each Deputy assigned to the SRO Program shall perform her/his duties as an SRO in accordance with the School Resource Officer Standard Operating Procedure Manual and with applicable Florida law and School Board Policies.

**2.06 Duties of School Resource Officers.** An SRO shall not function as a school disciplinarian or security officer, shall not intervene in the normal disciplinary actions of the Participating Schools, and shall not be used as a witness to any disciplinary procedures or actions at a Participating School. Each assigned SRO shall at all times act 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 identification and prevention of juvenile delinquency (including substance abuse) through counseling and referral services;
- c) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law;
- 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; and
- f) the presentation of educational programs concerning crime prevention and the rights, obligations and responsibilities of students as citizens.
- g) assist the School Board of Broward County in protecting and securing the school plant and its occupants.

**2.07 Student Instruction.** SBBC shall at all times maintain control over the content of any educational programs and instructional materials provided at the Participating Schools including those provided through the SRO Program. Each SRO will provide instructional activities to the students at the SRO's assigned school(s) in areas of instruction within the SRO's experience, education and training. Any activities conducted by an SRO as part of the regular instructional program of a Participating School shall be provided upon prior consultation and coordination with the school principal.



2.08 **SBBC Contact Persons.** The principal at each Participating School shall be SBBC's on-site contact person for any SROs assigned to that school. In addition, this section confirms that SBBC's Superintendent of Schools has designated the Coordinator, School Safety and School Resource Officer to serve as the school district's liaison for the SRO Program.

2.09 **Payment for SRO Program Services.** SBBC shall pay to SHERIFF the sum of Twelve Thousand Dollars and No/00 Cents (\$12,000.00) per SRO assigned by the SHERIFF under the Term of this Agreement for a total of Twenty Four Thousand Dollars and No/00 Cents (\$24,000.00). The SHERIFF shall invoice SBBC in ten installments for SRO services rendered under this Agreement with the first invoice being furnished in August, 2005 and invoices shall be delivered to SBBC on a monthly basis thereafter. Each monthly invoice shall be in the amount of Two Thousand Four Hundred Dollars and No/00 Cents (\$2,400.00). However, the SHERIFF shall make appropriate pro rata reductions in the invoiced amount during any month when law enforcement requirements or emergency circumstances precluded the SHERIFF from providing SRO services. Upon certification by the Participating School's principal that the services rendered were satisfactory, payment for SRO services shall be made by SBBC within thirty (30) days of receipt of the invoice for such services.

2.10 **Summer School SRO Program.** In the event that SBBC provides a summer school program at any middle or high school within the boundaries of the SHERIFF during the summer of 2006, the principal of each such participating school may request the SHERIFF to provide an SRO for said school during the summer session. Any requests for the provision of an SRO for a summer school program shall be made to the SHERIFF in writing by the school principal. It is within the SHERIFF's sole discretion to grant or deny any request for the provision of an SRO for a summer school program. If the SHERIFF agrees to provide an SRO for a summer school program, all obligations set forth in this Agreement shall be in full effect for the duration of the summer school session except as otherwise provided herein. In the event that the SHERIFF provides an SRO for a summer school program, SBBC shall pay the SHERIFF for such SRO services at the rate of Eight Dollars and Sixty Cents per hour (\$8.60/hour) multiplied by the number of SRO service hours provided.

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.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

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

3.04 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement.

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3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.08 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.09 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

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

3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

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

3.13 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.14 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 **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.

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

3.17 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Joe Melita, Executive Director  
Professional Standards and Special Investigative Unit  
The School Board of Broward County, Florida  
7720 West Oakland Park Boulevard – Suite 355  
Sunrise, Florida 33351

To SHERIFF: Sheriff Ken Jenne  
Broward Sheriff's Office  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33311

To District Chief: Chief Louis Cavallo  
Broward Sheriff's Office  
North Lauderdale/District 15  
701 Southwest 71<sup>st</sup> Avenue  
North Lauderdale, Florida 33068

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

3.19 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.20 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

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

**FOR SBBC**

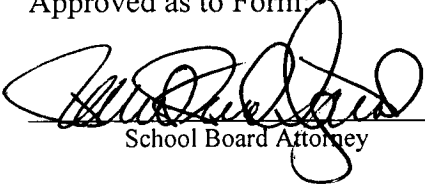
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Benjamin J. Williams, Chair

\_\_\_\_\_  
Franklin L. Till, Jr., Superintendent of  
Schools

Approved as to Form:  
  
\_\_\_\_\_  
School Board Attorney

## Broward Sheriffs Office

By Edward A. Dion  
Edward A. Dion, General Counsel  
Department of Legal Affairs

Notary's Commission No. \_\_\_\_\_

## **SCHOOL RESOURCE OFFICER AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2006,  
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

**SHERIFF OF BROWARD COUNTY, FLORIDA**

(hereinafter referred to as "SHERIFF"),

whose principal place of business is

2601 West Broward Boulevard

Fort Lauderdale, Florida 33311

**WHEREAS**, SBBC has established a School Resource Officer Program (Hereinafter referred to as "SRO Program") pursuant to applicable Florida law; and

**WHEREAS**, SBBC desires that the SHERIFF provide Deputies to serve as School Resource Officers (hereinafter referred to as "SROs") in several public schools located within Broward County, Florida and the SHERIFF is willing to assign law enforcement officers to serve as SROs under the SRO Program; and

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

**WHEREAS**, the Sheriff and SBBC understand and agree that the SRO Program is established for the purposes set forth under applicable Florida law including assistance in the prevention of juvenile delinquency through the provision of programs specifically developed to respond to those factors and conditions that give rise to delinquency.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars and No/00 Cents (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## **ARTICLE 1 - RECITALS**

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## **ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Agreement.** This Agreement shall be for a ten (10) month period commencing on August 02, 2005 and concluding on May 25, 2006 (hereinafter referred to as “Term”). This Agreement shall continue in effect until the Term described in Section 2.01 concludes or until it is terminated earlier by either of the Parties in accordance with Section 3.04 of this Agreement.

2.02 **Participating Public Schools.** SHERIFF shall supply (1) one Deputy to serve as SRO at the following two (2) elementary schools operated by SBBC and two (2) Deputies to serve at the following two (2) secondary schools operated by SBBC (hereinafter referred to as “Participating Schools”):

Lloyd Estates Elementary

Oakland Park Elementary

Rickards Middle

North East High

2.03 **Assignment of School Resource Officers.** The SHERIFF may change the Deputy assigned to participate as SROs at any time during the Term of this Agreement. Unless precluded by law enforcement requirements or emergency circumstances, the SHERIFF shall at all times maintain on duty the number of SROs specified in Section 2.01 and each SRO assigned to a Participating School shall be on duty at such school during those regular school hours during which students are required to be in attendance and shall attend any required SRO training programs conducted by SBBC. Whenever possible, the SHERIFF shall assign a replacement Deputy, on a temporary basis, if the absence of an assigned SRO is approved by the SHERIFF and the period of absence exceeds four (4) days.

2.04 **Employment of School Resource Officers.** The 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 employment or agency relationship between SBBC and any law enforcement officer assigned by the SHERIFF to participate in the SRO Program. All compensation, salaries, wages, benefits and other emoluments of employment payable to the SROs shall be the sole responsibility of the SHERIFF.



2.05 **Applicable Policies and Standards.** The SHERIFF shall ensure that the exercise of law enforcement powers by each assigned SRO shall be in compliance with the authority granted by applicable law. Each Deputy assigned to the SRO Program shall perform her/his duties as an SRO in accordance with the School Resource Officer Standard Operating Procedure Manual and with applicable Florida law and School Board Policies.

2.06 **Duties of School Resource Officers.** An SRO shall not function as a school disciplinarian or security officer, shall not intervene in the normal disciplinary actions of the Participating Schools, and shall not be used as a witness to any disciplinary procedures or actions at a Participating School. Each assigned SRO shall at all times act 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 identification and prevention of juvenile delinquency (including substance abuse) through counseling and referral services;
- c) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law;
- 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; and
- f) the presentation of educational programs concerning crime prevention and the rights, obligations and responsibilities of students as citizens.
- g) assist the School Board of Broward County in protecting and securing the school plant and its occupants.

2.07 **Student Instruction.** SBBC shall at all times maintain control over the content of any educational programs and instructional materials provided at the Participating Schools including those provided through the SRO Program. Each SRO will provide instructional activities to the students at the SRO's assigned school(s) in areas of instruction within the SRO's experience, education and training. Any activities conducted by an SRO as part of the regular instructional program of a Participating School shall be provided upon prior consultation and coordination with the school principal.

2.08 **SBBC Contact Persons.** The principal at each Participating School shall be SBBC's on-site contact person for any SROs assigned to that school. In addition, this section confirms that SBBC's Superintendent of Schools has designated the Coordinator, School Safety and School Resource Officer to serve as the school district's liaison for the SRO Program.

2.09 **Payment for SRO Program Services.** SBBC shall pay to SHERIFF the sum of Twelve Thousand Dollars and No/00 Cents (\$12,000.00) per SRO assigned by the SHERIFF under the Term of this Agreement for a total of Thirty Six Thousand Dollars and No/00 Cents (\$36,000.00). The SHERIFF shall invoice SBBC in ten installments for SRO services rendered under this Agreement with the first invoice being furnished in August, 2005 and invoices shall be delivered to SBBC on a monthly basis thereafter. Each monthly invoice shall be in the amount of Three Thousand Six Hundred Dollars and No/00 Cents (\$3,600.00). However, the SHERIFF shall make appropriate pro rata reductions in the invoiced amount during any month when law enforcement requirements or emergency circumstances precluded the SHERIFF from providing SRO services. Upon certification by the Participating School's principal that the services rendered were satisfactory, payment for SRO services shall be made by SBBC within thirty (30) days of receipt of the invoice for such services.

2.10 **Summer School SRO Program.** In the event that SBBC provides a summer school program at any middle or high school within the boundaries of the SHERIFF during the summer of 2006, the principal of each such participating school may request the SHERIFF to provide an SRO for said school during the summer session. Any requests for the provision of an SRO for a summer school program shall be made to the SHERIFF in writing by the school principal. It is within the SHERIFF's sole discretion to grant or deny any request for the provision of an SRO for a summer school program. If the SHERIFF agrees to provide an SRO for a summer school program, all obligations set forth in this Agreement shall be in full effect for the duration of the summer school session except as otherwise provided herein. In the event that the SHERIFF provides an SRO for a summer school program, SBBC shall pay the SHERIFF for such SRO services at the rate of Eight Dollars and Sixty Cents per hour (\$8.60/hour) multiplied by the number of SRO service hours provided.

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.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

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

3.04 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement.

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

3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.08 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

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The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Joe Melita, Executive Director  
Professional Standards and Special Investigative Unit  
The School Board of Broward County, Florida  
7720 West Oakland Park Boulevard – Suite 355  
Sunrise, Florida 33351

To SHERIFF: Sheriff Ken Jenne  
Broward Sheriff's Office  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33311

To District Chief: Chief David Rahinsky  
Broward Sheriff's Office  
Oakland Park/District 12  
301 North East 38<sup>th</sup> Street  
Oakland Park, Florida 33334

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

3.19 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

**FOR SBBC**

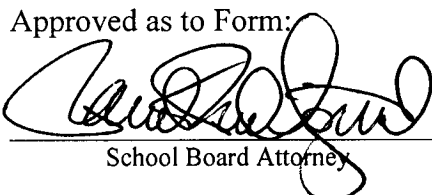
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Benjamin J. Williams, Chair

\_\_\_\_\_  
Franklin L. Till, Jr., Superintendent of  
Schools

Approved as to Form:  
  
\_\_\_\_\_  
School Board Attorney

Broward Sheriffs Office

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

Notary's Commission No. \_\_\_\_\_

# **SCHOOL RESOURCE OFFICER AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2006,  
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

**SHERIFF OF BROWARD COUNTY, FLORIDA**

(hereinafter referred to as "SHERIFF"),  
whose principal place of business is  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33311

**WHEREAS**, SBBC has established a School Resource Officer Program (Hereinafter referred to as "SRO Program") pursuant to applicable Florida law; and

**WHEREAS**, SBBC desires that the SHERIFF provide Deputies to serve as School Resource Officers (hereinafter referred to as "SROs") in several public schools located within Broward County, Florida and the SHERIFF is willing to assign law enforcement officers to serve as SROs under the SRO Program; and

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

**WHEREAS**, the Sheriff and SBBC understand and agree that the SRO Program is established for the purposes set forth under applicable Florida law including assistance in the prevention of juvenile delinquency through the provision of programs specifically developed to respond to those factors and conditions that give rise to delinquency.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars and No/00 Cents (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:



## **ARTICLE 1 - RECITALS**

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## **ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Agreement.** This Agreement shall be for a ten (10) month period commencing on August 02, 2005 and concluding on May 25, 2006 (hereinafter referred to as “Term”). This Agreement shall continue in effect until the Term described in Section 2.01 concludes or until it is terminated earlier by either of the Parties in accordance with Section 3.04 of this Agreement.

2.02 **Participating Public Schools.** SHERIFF shall supply (2) two Deputies to serve as SRO at the following two (2) elementary schools operated by SBBC and two (2) Deputies to serve at the following two (2) secondary schools operated by SBBC (hereinafter referred to as “Participating Schools”):

Park Trails Elementary

Riverglades Elementary

Westglades Middle

Marjory Stoneman Douglas High

2.03 **Assignment of School Resource Officers.** The SHERIFF may change the Deputy assigned to participate as SROs at any time during the Term of this Agreement. Unless precluded by law enforcement requirements or emergency circumstances, the SHERIFF shall at all times maintain on duty the number of SROs specified in Section 2.02 and each SRO assigned to a Participating School shall be on duty at such school during those regular school hours during which students are required to be in attendance and shall attend any required SRO training programs conducted by SBBC. Whenever possible, the SHERIFF shall assign a replacement Deputy, on a temporary basis, if the absence of an assigned SRO is approved by the SHERIFF and the period of absence exceeds four (4) days.

2.04 **Employment of School Resource Officers.** The 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 employment or agency relationship between SBBC and any law enforcement officer assigned by the SHERIFF to participate in the SRO Program. All compensation, salaries, wages, benefits and other emoluments of employment payable to the SROs shall be the sole responsibility of the SHERIFF.

**2.05 Applicable Policies and Standards.** The SHERIFF shall ensure that the exercise of law enforcement powers by each assigned SRO shall be in compliance with the authority granted by applicable law. Each Deputy assigned to the SRO Program shall perform her/his duties as an SRO in accordance with the School Resource Officer Standard Operating Procedure Manual and with applicable Florida law and School Board Policies.

**2.06 Duties of School Resource Officers.** An SRO shall not function as a school disciplinarian or security officer, shall not intervene in the normal disciplinary actions of the Participating Schools, and shall not be used as a witness to any disciplinary procedures or actions at a Participating School. Each assigned SRO shall at all times act within the scope of authority granted to the SRO by applicable law. Each SRO shall perform duties including, without limitation, the following:

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2.10 **Summer School SRO Program.** In the event that SBBC provides a summer school program at any middle or high school within the boundaries of the SHERIFF during the summer of 2006, the principal of each such participating school may request the SHERIFF to provide an SRO for said school during the summer session. Any requests for the provision of an SRO for a summer school program shall be made to the SHERIFF in writing by the school principal. It is within the SHERIFF's sole discretion to grant or deny any request for the provision of an SRO for a summer school program. If the SHERIFF agrees to provide an SRO for a summer school program, all obligations set forth in this Agreement shall be in full effect for the duration of the summer school session except as otherwise provided herein. In the event that the SHERIFF provides an SRO for a summer school program, SBBC shall pay the SHERIFF for such SRO services at the rate of Eight Dollars and Sixty Cents per hour (\$8.60/hour) multiplied by the number of SRO service hours provided.

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3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.08 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.09 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

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

3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

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

3.13 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.14 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 **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.

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

3.17 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Joe Melita, Executive Director  
Professional Standards and Special Investigative Unit  
The School Board of Broward County, Florida  
7720 West Oakland Park Boulevard – Suite 355  
Sunrise, Florida 33351

To SHERIFF: Sheriff Ken Jenne  
Broward Sheriff's Office  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33311

To District Chief: Chief David J. Carry  
Broward Sheriff's Office  
Parkland/District 17  
6600 University Drive  
Parkland, Florida 33067

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

3.19 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.20 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

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

**FOR SBBC**

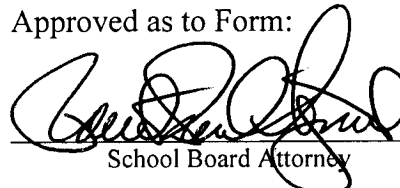
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Benjamin J. Williams, Chair

\_\_\_\_\_  
Franklin L. Till, Jr., Superintendent of  
Schools

Approved as to Form:  
  
\_\_\_\_\_  
School Board Attorney

~~Broward Sheriffs Office~~

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

the parties:

By Edward A. Dion  
Edward A. Dion, General Counsel  
Department of Legal Affairs

COUNTY OF BROWARD)

on behalf of the Broward Sheriffs Office.. 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:

**Kathryn L. Connor**  
Commission #DD201655  
Expires: May 03, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc.

(SEAL)

Catherine L. Connor  
Signature - Notary Public

Printed Name of Notary

Notary's Commission No.



## **SCHOOL RESOURCE OFFICER AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2006,  
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

**SHERIFF OF BROWARD COUNTY, FLORIDA**

(hereinafter referred to as "SHERIFF"),  
whose principal place of business is  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33311

**WHEREAS**, SBBC has established a School Resource Officer Program (Hereinafter referred to as "SRO Program") pursuant to applicable Florida law; and

**WHEREAS**, SBBC desires that the SHERIFF provide Deputies to serve as School Resource Officers (hereinafter referred to as "SROs") in several public schools located within Broward County, Florida and the SHERIFF is willing to assign law enforcement officers to serve as SROs under the SRO Program; and

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

**WHEREAS**, the Sheriff and SBBC understand and agree that the SRO Program is established for the purposes set forth under applicable Florida law including assistance in the prevention of juvenile delinquency through the provision of programs specifically developed to respond to those factors and conditions that give rise to delinquency.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars and No/00 Cents (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## **ARTICLE 1 - RECITALS**

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## **ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Agreement.** This Agreement shall be for a ten (10) month period commencing on August 02, 2005 and concluding on May 25, 2006 (hereinafter referred to as “Term”). This Agreement shall continue in effect until the Term described in Section 2.01 concludes or until it is terminated earlier by either of the Parties in accordance with Section 3.04 of this Agreement.

2.02 **Participating Public Schools.** SHERIFF shall supply (3) Deputies to serve as SRO’s at the following six (6) elementary schools operated by SBBC (hereinafter referred to as “Participating Schools”):

Cypress  
Drew, Charles

Markham  
McNab

Pompano Beach  
Sanders Park

2.03 **Assignment of School Resource Officers.** The SHERIFF may change the Deputy assigned to participate as SROs at any time during the Term of this Agreement. Unless precluded by law enforcement requirements or emergency circumstances, the SHERIFF shall at all times maintain on duty the number of SROs specified in Section 2.01 and each SRO assigned to a Participating School shall be on duty at such school during those regular school hours during which students are required to be in attendance and shall attend any required SRO training programs conducted by SBBC. Whenever possible, the SHERIFF shall assign a replacement Deputy, on a temporary basis, if the absence of an assigned SRO is approved by the SHERIFF and the period of absence exceeds four (4) days.

2.04 **Employment of School Resource Officers.** The 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 employment or agency relationship between SBBC and any law enforcement officer assigned by the SHERIFF to participate in the SRO Program. All compensation, salaries, wages, benefits and other emoluments of employment payable to the SROs shall be the sole responsibility of the SHERIFF.

**2.05 Applicable Policies and Standards.** The SHERIFF shall ensure that the exercise of law enforcement powers by each assigned SRO shall be in compliance with the authority granted by applicable law. Each Deputy assigned to the SRO Program shall perform her/his duties as an SRO in accordance with the School Resource Officer Standard Operating Procedure Manual and with applicable Florida law and School Board Policies.

**2.06 Duties of School Resource Officers.** An SRO shall not function as a school disciplinarian or security officer, shall not intervene in the normal disciplinary actions of the Participating Schools, and shall not be used as a witness to any disciplinary procedures or actions at a Participating School. Each assigned SRO shall at all times act 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 identification and prevention of juvenile delinquency (including substance abuse) through counseling and referral services;
- c) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law;
- 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; and
- f) the presentation of educational programs concerning crime prevention and the rights, obligations and responsibilities of students as citizens.
- g) assist the School Board of Broward County in protecting and securing the school plant and its occupants.

**2.07 Student Instruction.** SBBC shall at all times maintain control over the content of any educational programs and instructional materials provided at the Participating Schools including those provided through the SRO Program. Each SRO will provide instructional activities to the students at the SRO's assigned school(s) in areas of instruction within the SRO's experience, education and training. Any activities conducted by an SRO as part of the regular instructional program of a Participating School shall be provided upon prior consultation and coordination with the school principal.

2.08 **SBBC Contact Persons.** The principal at each Participating School shall be SBBC's on-site contact person for any SROs assigned to that school. In addition, this section confirms that SBBC's Superintendent of Schools has designated the Coordinator, School Safety and School Resource Officer to serve as the school district's liaison for the SRO Program.

2.09 **Payment for SRO Program Services.** SBBC shall pay to SHERIFF the sum of Twelve Thousand Dollars and No/00 Cents (\$12,000.00) per SRO assigned by the SHERIFF under the Term of this Agreement for a total of Thirty Six Thousand Dollars and No/00 Cents (\$36,000.00). The SHERIFF shall invoice SBBC in ten installments for SRO services rendered under this Agreement with the first invoice being furnished in August, 2005 and invoices shall be delivered to SBBC on a monthly basis thereafter. Each monthly invoice shall be in the amount of Three Thousand Dollars Six Hundred and No/00 Cents (\$3,600.00). However, the SHERIFF shall make appropriate pro rata reductions in the invoiced amount during any month when law enforcement requirements or emergency circumstances precluded the SHERIFF from providing SRO services. Upon certification by the Participating School's principal that the services rendered were satisfactory, payment for SRO services shall be made by SBBC within thirty (30) days of receipt of the invoice for such services.

2.10 **Summer School SRO Program.** In the event that SBBC provides a summer school program at any middle or high school within the boundaries of the SHERIFF during the summer of 2006, the principal of each such participating school may request the SHERIFF to provide an SRO for said school during the summer session. Any requests for the provision of an SRO for a summer school program shall be made to the SHERIFF in writing by the school principal. It is within the SHERIFF's sole discretion to grant or deny any request for the provision of an SRO for a summer school program. If the SHERIFF agrees to provide an SRO for a summer school program, all obligations set forth in this Agreement shall be in full effect for the duration of the summer school session except as otherwise provided herein. In the event that the SHERIFF provides an SRO for a summer school program, SBBC shall pay the SHERIFF for such SRO services at the rate of Eight Dollars and Sixty Cents per hour (\$8.60/hour) multiplied by the number of SRO service hours provided.

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.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

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

3.04 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement.

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

3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.08 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.09 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

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

3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

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

3.13 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.14 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 **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.

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

3.17 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Joe Melita, Executive Director  
Professional Standards and Special Investigative Unit  
The School Board of Broward County, Florida  
7720 West Oakland Park Boulevard – Suite 355  
Sunrise, Florida 33351

To SHERIFF: Sheriff Ken Jenne  
Broward Sheriff's Office  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33311

To District Chief: Chief Frank Lightbourn  
Broward Sheriff's Office  
Pompano Beach/District 11  
100 Southwest 3<sup>rd</sup> Street  
Pompano Beach, Florida 33060

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

3.19 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.20 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

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

**FOR SBBC**

(Corporate Seal)

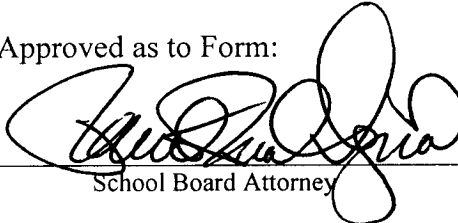
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Benjamin J. Williams, Chair

\_\_\_\_\_  
Franklin L. Till, Jr., Superintendent of  
Schools

Approved as to Form:

  
\_\_\_\_\_  
School Board Attorney



## Broward Sheriffs Office

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

STATE OF FLORIDA )

The foregoing instrument was acknowledged before me this 7th day of

on behalf of the Broward Sheriffs Office.. He/She is personally known to me or produced

My Commission Expires:

(SEAL)

Nathaniel L. Connor  
Signature - Notary Public

Printed Name of Notary

Notary's Commission No. \_\_\_\_\_

## **FIRST AMENDMENT TO SCHOOL RESOURCE OFFICER AGREEMENTS**

**THIS FIRST AMENDMENT TO SCHOOL RESOURCE OFFICER AGREEMENTS** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2006, 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

**SHERIFF OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "SHERIFF")  
having its principal place of business at  
2601 West Broward Boulevard,  
Fort Lauderdale, Florida 33311.

**WHEREAS**, SBBC and SHERIFF entered into an Agreement dated September 7, 2005 (hereafter "Main Agreement") for the provision of a School Resource Officer Program at thirty (30) elementary schools including Broadview Elementary School and twenty-seven (27) secondary schools including Boyd Anderson High School; and

**WHEREAS**, SBBC and SHERIFF entered into an Agreement dated September 7, 2005 (hereafter "Cooper City Agreement") for the provision of a School Resource Officer Program at Cooper City, Embassy Creek and Griffin Elementary Schools, Pioneer Middle School and Cooper City High School; and

**WHEREAS**, SBBC and SHERIFF entered into an Agreement dated September 7, 2005 (hereafter "Deerfield Beach Agreement") for the provision of a School Resource Officer Program at Deerfield Beach Middle School and Deerfield Beach High School; and

**WHEREAS**, SBBC and SHERIFF entered into an Agreement dated September 7, 2005 (hereafter North Lauderdale Agreement") for the provision of a School Resource Officer Program at Morrow, North Lauderdale and Pinewood Elementary Schools and Silver lakes Middle School; and

**WHEREAS**, SBBC and SHERIFF entered into an Agreement dated September 7, 2005 (hereafter "Oakland Park Agreement") for the provision of a School Resource Officer Program at Lloyd Estates and Oakland Park Elementary Schools, Rickards Middle School and Northeast High School; and

**WHEREAS**, SBBC and SHERIFF entered into an Agreement dated September 7, 2005 (hereafter "Parkland Agreement") for the provision of a School Resource Officer Program at Park Trails and Riverglades Elementary Schools, Westglades Middle School and Marjory Stoneman Douglas High School; and

**WHEREAS**, SBBC and SHERIFF entered into an Agreement dated September 7, 2005 (hereafter "Pompano Agreement") for the provision of a School Resource Officer Program at Cypress, Charles Drew, Markham, McNab, Pompano Beach and Sanders Park Elementary Schools; and

**WHEREAS**, the Main, Cooper City, Deerfield Beach, North Lauderdale, Oakland Park, Parkland and Pompano Agreements shall be collectively referred to herein as "SRO Agreements";

**WHEREAS**, the parties mutually desire to amend the SRO Agreements to conform with changes in applicable law.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Amended Provisions.** The parties hereby agree to amend each of the SRO Agreements to include the following provision:

**Background Screening.** SHERIFF agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that all of SHERIFF's personnel who (1) are to be permitted access to school grounds when students are present or (2) will have direct contact with students will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of SHERIFF or its personnel providing any services under the conditions described in the previous sentence. The Parties agree that the failure of SHERIFF to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. SHERIFF agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from SHERIFF's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

1.03 **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the SRO Agreements and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this First Amendment to School Resource Officer Agreements; and
- b) the SRO Agreements.

1.04 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the SRO Agreements remain in full force and effect.

1.05 **Authority.** Each person signing this First Amendment to School Resource Officer Agreements on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment 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 First Amendment.

**IN WITNESS WHEREOF,** the Parties hereto have made and executed this First Amendment to School Resource Officer Agreements on the date first above written.

**FOR SBBC**

(Corporate Seal)

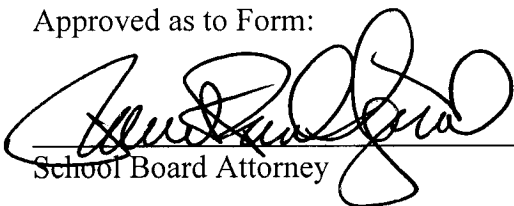
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Benjamin J. Williams, Chair

\_\_\_\_\_  
Franklin L. Till, Jr., Superintendent of  
Schools

Approved as to Form:

  
\_\_\_\_\_  
School Board Attorney

**FOR SHERIFF**

(Corporate Seal)

ATTEST:

Marian Yoka  
\_\_\_\_\_, Secretary

-or-

BROWARD SHERIFF'S OFFICE

By Kenneth C. Jenne, II  
\_\_\_\_\_  
Sheriff of Broward County, Florida

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

By: Edward A. Dion  
\_\_\_\_\_  
Edward A. Dion, General Counsel  
Broward Sheriff's Office

Date: 3/20/06

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12th day of  
APRIL, 2006 by Kenneth C. Jenne, II, Sheriff of Broward County, Florida  
on behalf of the Broward Sheriff's Office. He is personally known to me ~~or produced~~  
\_\_\_\_\_ as identification and did/did not first take an oath.

\_\_\_\_\_  
Type of Identification

My Commission Expires:

Kathryn L. Connor  
\_\_\_\_\_  
Signature – Notary Public

(SEAL)

\_\_\_\_\_  
Printed Name of Notary

 Kathryn L. Connor  
Commission #DD201655  
Expires: May 03, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc.

\_\_\_\_\_  
Notary's Commission No.