

AGENDA REQUEST
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date 08-05-03	<input type="checkbox"/> Open Agenda <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Time Certain Request <input type="checkbox"/> Yes <input type="checkbox"/> No	Agenda Item Number I-5
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TITLE: Resident On Campus Security (ROCS) Program Lease Agreement	
REQUESTED ACTION: It is requested that the School Board of Broward County, Florida, approve the Lease Agreement with the tenant in the ROCS Program at the specified school for the 2003-2004 school year.	
SUMMARY EXPLANATION AND BACKGROUND: The attached lease agreement provide for a police officer as tenant in the ROCS Program at Pompano Beach Elementary, the specified school operated by the Board identified in the exhibits. Participant has been informed of program requirements. The program is an enhancement to school based safety and security initiatives. These agreements have been approved as to form by the School Board Attorney.	
MAJOR SYSTEM GOALS: <input type="checkbox"/> •Goal One: All students will achieve at their highest potential. <input checked="" type="checkbox"/> •Goal Two: All schools will have equitable resources. <input type="checkbox"/> •Goal Three: All operations of the school system will support and align with student achievement and needs. <input type="checkbox"/> •Goal Four: All stakeholders' work together to build a better school system.	
FINANCIAL IMPACT: There is no financial impact to the school district.	
EXHIBITS: (List) 1. 2003-2004 Resident on Campus Security (ROCS) Program Lease Agreement	
BOARD ACTION: APPROVED	SOURCE OF ADDITIONAL INFORMATION: <i>Joseph Melita</i> Joseph Melita 765-7077 Robert A. Dinkel, Jr. 765-6202 Name Phone
(For Official School Board Records' Office Only)	

OFFICE OF THE SUPERINTENDENT OF SCHOOLS
PROFESSIONAL STANDARDS AND SPECIAL INVESTIGATIVE UNIT
JOSEPH MELITA, EXECUTOR

AUG - 5 2003

Approved in Open Board Meeting on: _____
By: *Luis Wepler* School Board Chair

Revised 7-01-2003
FT/[Melita/RADinkel:LBMcCain

AGREEMENT

THIS AGREEMENT is made and entered into as of this 5 day of August, 2003,
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

Michael Migneault
(hereinafter referred to as "TENANT")
whose principal place of business is
P.O. Box 763
Pompano Beach, Florida 33061

WHEREAS, SBBC has established Resident On Campus Security Program
(hereinafter referred to as the ROCS Program); and

WHEREAS, SBBC desires to have law enforcement officers participate in the
ROCS Program in schools located within Broward County, Florida; and

WHEREAS, It is understood that the ROCS Program is established for the
purpose of assisting in the prevention and reduction of crime and trespass upon
school grounds and recognize that the ROCS program is a great benefit to school
administration, students and the community as a whole.

NOW, THEREFORE, in consideration of the premises and of the mutual
covenants contained herein and other good and valuable consideration, the
receipt and sufficiency of which 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 **School Location.** SBBC leases TENANT certain parcel (SITE) for the
placement of a Mobile Home at Pompano Beach Elementary School
property owned and operated by SBBC.

- 2.02 **Occupancy.** The mobile home shall be occupied by TENANT and his immediate family (List each occupant, include date of birth, social security number of each adult and relationship to TENANT): Michael Migneault, 002-58-3550, DOB 10-16-61

A background check will be conducted on all adult occupants, eighteen years and older.

No other occupants are permitted. Persons not listed above may not stay in the Mobile Home for more than seven (7) consecutive days without written consent from the site location principal, as designated by the SBBC.

- 2.03 **Employed Law Enforcement Officer.** TENANT represents that he is a certified law enforcement officer employed by Broward Sheriff's Office.

- 2.04 **Change Of Employment.** TENANT shall notify the SBBC within five (5) days anytime his present employment with the Broward Sheriff's Office is changed, including, but not limited to termination, disciplinary action, retirement, or resignation and further consents for the tenant's employer to disclose tenant's employment status at any time during the term of this agreement.

- 2.05 **Term Of Agreement.** The term of the agreement shall begin on the 15th day of August, 2003 and end the 30th day of June, 2004.

- 2.06 **Site Location.** SBBC will specify the exact location for the mobile home and the mobile home site will be prepared and completed to receive the TENANT prior to commencement of lease.

- 2.07 **Site Utilities.** SBBC will install utilities (water, sewage and electricity) to the mobile home site at no cost to TENANT. Cable television and telephone service are not included as utilities provided by SBBC.

SBBC will provide electricity, water, sewage and garbage service to the SITE at no cost to TENANT.

SBBC will provide maintenance and repair for utility lines up to the point of connection to the mobile home;

- 2.08 **Site Relocation.** SBBC will provide for relocating the mobile home at the same site location in the event of school renovations or construction; and

- 2.09 **Tenant's Property.** SBBC will not be responsible for any damages and/or loss of TENANT'S personal property including the mobile home.

- 2.10 **Initial and Final Relocation.** Tenant will pay for and provide for the moving of the mobile home to or from the designated space at beginning and end of lease.

- 2.11 **Mobile Home Tie-Down.** Tenant will provide tie-downs that conform to State laws and county and municipal ordinances at the time of placement of the mobile home on SBBC property prescribe by the attached tie-down requirement or an equivalent approved by the SBBC Facilities Department.
- 2.12 **Utility Connections.** Tenant will pay for the sewer tie-in connections, inspection of the electrical connection and all fees necessary for the placement of the mobile home on the SBBC property. All electrical, water, and sewer connections shall be completed by licensed contractors.
- 2.13 **Payment of Taxes.** Tenant will abide by and pay all State of Florida requirements regarding mobile home taxes and/or licensing and the proper display of same, while residing on SBBC owned property.
- 2.14 **Mobile Home Ordinance.** Tenant will abide by all municipal and county ordinances governing mobile homes.
- 2.15 **Site Construction.** Tenant will obtain written permission from SBBC designee, the school principal, Director of Facilities, and Director of Safety for any construction on site or addition to the mobile home.
- 2.16 **Site Inspection.** Tenant will permit inspection of the mobile home site twice annually by SBBC Special Investigative Unit and Safety Department during the term of the agreement and at other times upon reasonable notice.
- 2.17 **Insurance Requirements.** Tenant will keep in full force and effect homeowner's liability insurance naming The School Board of Broward County, Florida as the additional insured in an amount not less than **THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)** each occurrence and TENANT shall indemnify and hold SBBC harmless from any liability for bodily injury or property damage to guest or other invitees while in the TENANTS mobile home or on SBBC property. Proof of insurance shall be provided to SBBC Risk Management Department within ten (10) days of occupancy for the term of the agreement.
- 2.18 **Mobile Home Maintenance.** Tenant will maintain the mobile home and designated space, together with any improvements thereon, in a clean, orderly and sanitary condition at all times.
- 2.19 **Absence from Premises.** Tenant will inform the Principal, SBBC designee, the monitoring alarm section and district ROCS Liaison in advance of any absence from the premises of more than twenty-four (24) consecutive hours. The failure of Tenant to give such advance notice of absence shall constitute a material breach of this Agreement and may result in termination thereof.
- 2.20 **Non-Assignment.** Tenant will maintain the home as a single family dwelling and will not sublet the mobile home or any part thereof, nor assign this agreement or any of its rights or obligations to any third party.

- 2.21 **Telephone Service.** Tenant will install and maintain in the mobile home a telephone in TENANT'S name and will furnish SBBC and the home school site principal the telephone number.
- 2.22 **Reporting Incidents.** . Tenant will report all incidents of vandalism and unlawful entry on the property to the principal/designee and/or police.
- Tenant will assist SBBC in protecting the designated school, school site and contents by immediately notifying the appropriate law enforcement agency and the school principal and districts Security Monitoring Section of any unlawful acts, or attempts, and to furnish necessary information to them for evidence and possible prosecution of any unlawful acts, or attempts.
- 2.23 **Trespassers.** Tenant will follow procedures established by SBBC for notification of the school principal and local police by any responsible member of TENANT'S family in case of suspected trespass.
- 2.24 **Firearms.** Tenant will not display or use any firearms while on School Board property. In the event the TENANT is employed as a certified law enforcement officer with the authority to carry firearms, and use of said firearms by said officer, shall only occur on the School's Premises in carrying in carrying out his official duty as a law enforcement officer, not as the TENANT under this Agreement.
- 2.25 **Commercial Business.** Tenant will not conduct any commercial business from the mobile home.
- 2.26 **Mobile Home Ownership.** Tenant will maintain ownership of mobile home as TENANT at the site location.
- 2.27 **Alarm Response.** Tenant shall be the first callout when the security alarm is sounded and will open the fence locks for the police; checking and/or securing all doors and windows; reporting unlocked doors/windows to principal or designee.
- 2.28 **Vehicle Reports.** Tenant will report all unauthorized vehicles on the property to the principal/designee and/or police.
- 2.29 **Unauthorized Persons** Tenant will report all unauthorized persons on the property to the principal/designee and/or police.
- 2.30 **Monthly Report.** Tenant will complete the monthly report with daily information of building checks and any campus incidents and submit report to principal and district ROCS Liaison.
- 2.31 **Additional Duties.** Tenant will perform other security duties as the principal/designee may direct.

2.32 **Non-Assumption of Costs and Liability.** SBBC, will not incur costs beyond those stated herein. SBBC does not accept any responsibility or liability for actions taken by the TENANT and the TENANT shall hold the SBBC harmless for any claim arising out of the tenancy.

2.33 **Site Restoration.** Upon termination of this agreement, TENANT shall cause the mobile home to be removed within ten (10) days and the area to be restored to its original condition at the expense of the TENANT.

Upon the failure of TENANT to remove the mobile home within ten (10) days, the SBBC is hereby authorized to remove the mobile home and place it in a storage area. TENANT agrees to be responsible for any and all costs related to removal and reasonable storage cost. TENANT agrees that if these costs are not paid, SBBC shall have a lien against the mobile home.

2.34 **Vacating Premises.** Upon termination, TENANT understands he will no longer be permitted to reside on premises after the ten (10) day period for removal expires.

2.35 **Indemnification.**

(a) **By SBBC** SBBC agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) **By TENANT;** TENANT agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by TENANT, its agents, servants or employees; the equipment of TENANT, its agents, servants or employees while such equipment is on the premises owned or controlled by SBBC; or the negligence of TENANT or the negligence of TENANT'S agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by TENANT, SBBC or otherwise.

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 to which sovereign immunity may be applicable.

- 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 **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.
- 3.14 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.
- 3.15 **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 affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.
- 3.16 **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 TENANT: Michael Migneault
P. O. Box 2364
Pompano Beach, Florida 33061
(954) 259-5558-bpr
(954) 815-9334-cell
(954) 788-6538-home

With a Copy to: Robert A. Dinkel, Jr., Coordinator
School Safety and School Resource Officer
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, Suite 355
Sunrise, Florida 33351

- 3.17 **Captions.** The captions, sections numbers, article numbers, title and heading 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.
- 3.18 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he has full legal power to execute this Agreement on behalf of the party for whom he is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

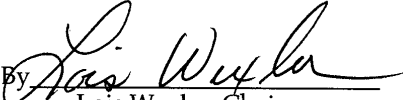
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.


FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By 
Lois Wexler, Chair


Franklin L. Till, Jr.,
Superintendent of Schools

Approved as to Form:


School Board Attorney

FOR TENANT

Lou-Jean B. McCain
Witness

Michael T. Migneault
Tenant's Signature

Witness

Michael T. Migneault
Tenant's Printed Name

STATE OF FLORIDA

COUNTY OF BROWARD

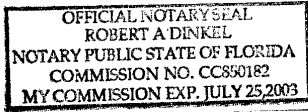
The foregoing instrument was acknowledged before me by Michael Migneault
Insert Name
Who is personally known to me or who produced FL D.L. as
Identification and who ~~did~~/did not first take an oath this 8 day of July,
2003.

My Commission Expires:

Robert A. Dinkel
Signature - Notary Public

Robert A. Dinkel
Notary's Printed Name

(SEAL)



July 25, 2003
Notary's Commission No.