




Memorandum

Memorandum No: 23-068

Date: May 12, 2023

To: Honorable Mayor, Vice Mayor and Commissioners

From: Greg Chavarria, City Manager 
Greg Chavarria (May 16, 2023 10:21 EDT)

Re: **School Resource Officers Agreement Update**

This memorandum provides an update on the ongoing School Resource Officer (SRO) agreement negotiations with the School Board of Broward County (SBBC). On April 11, 2023, the SBBC voted to increase the reimbursement to \$103,000 per SRO for both the 2022-23 and 2023-2026 agreements. The increased SRO reimbursement rate reflects the amount requested by the Police Chief Association of Broward (Association) and acknowledges Broward County City Manager Association's (BCCMA) call for fairer terms. However, the proposed rate does not include the requested reimbursement for SRO supervisors.

Background

2022-23 Reimbursement: As of April 2023, the City has not received any reimbursement for services rendered since August 2022. As part of the May 16, 2023, agenda item CM-3 seeks the City Commission approval for one-year term agreement.

Negotiation Timeline:

- **Association Negotiations:** The Association attempted to start negotiations with the School administration in reference to the 2022-23 SRO Agreement beginning in May 2022. The Association ceased negotiations with the SBBC, the reason for which is outlined in a letter dated March 27, 2023.
- **March 28, 2023, SBBC Workshop:** The School Board directed staff to prepare an annual contract for the 2022-23 school year at a rate of \$73,000 per SRO and a separate three-year agreement for 2023-2026 at a rate between \$75,000 - \$80,000 per SRO annually.
- **BCCMA Engagement:** Following coordination with city leaders, BCCMA expressed their disapproval of the proposed contractual terms in a letter sent to the SBBC dated April 10, 2023.

- April 11, 2023, SBBC Meeting:** The SBBC voted to increase the reimbursement rate for the 2022-23 contract from \$73,000 to \$103,000. Additionally, the SBBC approved an increased rate for the 2023-2026 contract from \$80,000 to \$103,000. The proposed Agreement contains a provision that permits the SBBC to pay less than the \$103,000 obligation, if their tax base decreases. The Association has rejected this term.

SBBC-Approved Contractual Terms for 2022-23:

- SRO Reimbursement Rate:** \$103,000 per officer for 2022-2023 and 2023-2026
- SRO Supervisor Reimbursement:** Not included.
- SRO placement Fort Lauderdale Schools:** Total of 10 SROs.
 - William Dandy Middle School – 1 SRO
 - New River Middle School – 1 SRO
 - Sunrise Middle School – 1 SRO
 - Fort Lauderdale High School – 1 SRO
 - Sheridan Technical High School – 1 SRO
 - Stranahan High School – 1 SRO
 - Dillard 6-12 – 2 SROs
 - Seagull Alternative School – 1 SRO
 - Whiddon Rogers School – 1 SRO
 - SRO Supervisor – 1 Sergeant
- Projected City Costs:** Table below outlines the projected City costs for the salary and benefits of a SRO for 10 months. The projections do not include the cost of equipment, training, and car.

City of Fort Lauderdale SRO Costs			
Position	FY	Salary	Full Compensation
SRO	2024	\$97,887.00	\$150,908.00
SRO Sgt	2024	\$131,032.00	\$196,167.00
*TOTAL FY 2024			
SRO	2023	\$93,971.00	\$144,871.00
SRO Sgt.	2023	\$125,790.00	\$188,320.00
*TOTAL FY 2023			

The next step is for the City of Fort Lauderdale to approve the 2022-23 SRO agreement presented at the May 16th agenda, and finalize the terms of the 2023-2026 SRO agreement.

Attachments

Attachment 1 – Broward County Chiefs of Police Association Letter

Attachment 2 – Broward County City Managers Association Letter

Attachment 3 – 2022-2023 SRO Agreement

Attachment 4 – 2023-2026 SRO Agreement

c: Anthony G. Fajardo, Assistant City Manager
Susan Grant, Assistant City Manager
D'Wayne M. Spence, Interim City Attorney
David R. Soloman, City Clerk
Patrick Reilly, City Auditor
Department Directors
CMO Managers

BROWARD COUNTY CHIEFS OF POLICE ASSOCIATION

Hollywood Police Department – 3250 Hollywood Boulevard, Hollywood, Florida 33021.



March 27, 2023

Dr. Earlean C. Smiley, Interim Superintendent
School Board of Broward County, Florida
600 Southeast 3rd Avenue
Fort Lauderdale, FL 33301

SENT VIA E-MAIL
AND U.S. MAIL

Re: School Resource Officer Agreement

Dr. Smiley:

I am writing to you in my capacity as the President of the Broward County Chiefs of Police Association ("BCCPA" or "Association"). As you know, the BCCPA has been in negotiations with designated Broward School Administration officials regarding the 2022-23 School Resource Officer ("SRO") Agreement.

Before the BCCPA became involved in negotiations for SROs, the School Board was required to negotiate individually with each governmental entity. These negotiations occurred with thirteen (13) different governmental entities who all had different priorities. In some circumstances, one entity would receive better terms and conditions than others and the School Board was required to modify the other twelve (12) contracts after they were executed. To ensure fairness on a county-wide level, the Association agreed to negotiate on behalf of all law enforcement agencies to standardize the terms and conditions of the Agreement. As of the date of this letter, the negotiations between the Association and School Administration have completely broken down, and there does not appear that an agreement for the 2022-23 school year will come to fruition.

The breakdown in negotiations is the result of your approach with the Association. While you publicly refer to law enforcement as "partners" in school safety, nothing could be further from reality. The lack of partnership is evident based on the events leading up to this letter.

On July 18, 2022, the Association met with former Superintendent Cartwright. At that meeting, the Association requested that the agencies be reimbursed for the salary of the SRO and a designated supervisor, excluding benefits.¹ This request would end the unfair double taxation of Broward County residents for SRO services. Superintendent Cartwright said she would respond to our request shortly after the bond referendum special election.² Six months

¹ Salary and benefits would amount to approximately double the officers' salary.

² Bond Referendum raised approximately \$250,000,000 with 17% being earmarked for school safety officer (SROs), school security, and school safety.

PRESIDENT
Chief Chris O'Brien
Hollywood Police Dept.
(954)967-4300
Cobrien@hollywoodfl.org

VICE PRESIDENT
Chief Kipp Shimpeno
Pembroke Pines Police Dept.
(954)431-2466
Kshimpeno@ppines.com

SECRETARY
Chief "Butch" Arenal
Coconut Creek Police Dept.
(954)973-6700
Barenal@coconutcreek.net

TREASURER
Chief Stephen Kinsey
Town of Davie Police Dept.
(954)797-1000
Stephen_kinsey@davie-fl.gov

SERGEANT-AT-ARMS
Chief Gary Blocker
Wilton Manors Police Dept.
(954)390-2158
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Dr. Earlean Smiley

March 27, 2023

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later, on January 18, 2023, School Administration provided a woefully inadequate proposal due to delays and inattentiveness from Superintendent Cartwright, the General Counsel, and Assistant General Counsel.

Based on this inadequate proposal, the Association contacted School Administration so that the Association could provide a presentation to the School Board to explain the Association's position. Simultaneously, a School Board member also requested that the Association present before the School Board. School Administration scheduled the Association to present at the March 7, 2023, School Board meeting. Less than twenty-four (24) hours before the scheduled meeting, the Association was informed that you unilaterally decided to cancel the presentation based on your assessment that a presentation by the Association was inappropriate for a School Board meeting. The presentation was then rescheduled for the March 28, 2023, workshop.

Incredulously, on March 10, 2023, you sent an ultimatum that either the governmental entities providing SRO services accept the district's inadequate proposal before the March 28, 2023 workshop or you would present an item to the School Board for approval of less than your original proposal. Then, on March 17, 2023, after two months of preparation and coordination for the Association's presentation, we were informed that you once again unilaterally decided that only Security Chief Alberti would be making a presentation to the School Board and if the Association desires to speak, it may do so during public comment. This decision would severely limit the time the Association would have to effectively communicate its concerns to School Board members. This decision on your part further demonstrates your lack of interest in treating law enforcement as partners in school safety.

On March 24, 2023, the Association was again informed that the SRO Agreement would no longer be discussed at the March 28th special meeting but was moved to the School Board's regular meeting on April 11, 2023.

Due to your actions, the Association has voted to remove itself from further negotiations regarding the SRO Agreements. As such, any further negotiations must be addressed individually with each governmental entity providing SRO services.

Finally, as you are well aware, Section 1006.12, Florida Statutes obligated the School Board to either enter into a collaborative agreement with law enforcement for SROs, or employ school safety officers, or guardians. Since the 2021-2022 SRO Agreement has expired and no new agreement has been executed, the School Board is directly in contravention of Florida Statutes.

Even though you have failed to establish the required collaborative agreement and have hindered the School Board from complying with its legal obligations, the Association's members are dedicated to the safety of our students and schools. While Association members ultimately expect to be compensated for providing officers to the schools, law enforcement agencies will continue to provide sworn law enforcement officers to the schools designated in the 2021-2022 SRO Agreement for the remainder of the school year. However, since the 2021-2022 SRO Agreement has expired, law enforcement agencies are not bound to the terms and conditions of the Agreement. As such, some law enforcement members of the Association have indicated that they will no longer honor those terms and conditions. For further clarity, sworn officers

Dr. Earlean Smiley

March 27, 2023

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assigned to the schools may not perform the services or meet the requirements of a school safety officer as defined in Section 1006.12, Florida Statutes. As a courtesy, attached is a list of agency heads and their contact numbers so that you may reach out to them individually to determine what exact level of service will be provided for the remainder of the school year.

Respectfully submitted,



Christopher O'Brien, President
Broward County Chiefs of Police Association

c: Daniel Foganholi, District 1
Torey Alston, District 2
Sarah Leonardi, District 3
Lori Alhadeff, Chair, District 4
Dr. Jeff Holness, District 5
Brenda Fam, Esq., District 6
Nora Rupert, District 7
Dr. Allen Zeman, Countywide At-Large
Debra Hixon, Vice-Chair, Countywide At-Large
Florida Office of Safe Schools

Dr. Earlean Smiley

March 27, 2023

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Broward County Chiefs of Police Association Contact List

Coconut Creek - Chief Butch Arenal
barenal@coconutcreek.net, 954-973-6702

Coral Springs - Chief Brad McKeone
bmckeone@coralsprings.org, 954-346-1201

Davie Police Department – Chief Steve Kinsey
stephen_kinsey@davie-fl.gov, 954-693-8320

Fort Lauderdale - Chief Patrick Lynn
plynn@fortlauderdale.gov, 954-828-5590

Hallandale - Chief Michel Michel
mmichel@hallandalebeachfl.gov, 954-451-1411

Hollywood - Chief Chris O'Brien
cobrien@hollywoodfl.org, 954-967-4300

Margate - Chief Joseph Galaska
jgalaska@margatefl.com, 954-935-5401

Miramar – Interim Chief Jose Vargas
jvargas@miramarpd.org, 954-602-4404

Parkland – Public Safety Director Paul O'Connell
poconnell@cityofparkland.org, 954-757-4169

Pembroke Pines - Chief Kipp Shimpeno
kshimpeno@ppines.com, 954-743-1763

Plantation - Chief Howard Harrison
hharrison@psd.plantation.org, 954-797-2171

Sunrise - Chief Anthony Rosa
arosa@sunrisefl.gov, 954-746-3363

Wilton Manors - Chief Gary Blocker
gblocker@wmpd.org, 954-390-2158



President
Gregory Harrison
City Manager
Pompano Beach

Vice President
Frank Babinec
City Manager
Coral Springs

Secretary – Treasurer
Adam Reichbach
Assistant City Manager
Hollywood

April 10, 2023

The School Board of Broward County, Florida
Lori Alhadeff, Chair
Debra Hixon, Vice Chair
Daniel P. Foganholi, District 1
Torey Alston, District 2
Sarah Leonardi, District 3
Dr. Jeff Holness, District 5
Brenda Fam, District 6
Nora Rupert, District 7
Dr. Allen Zeman, Countywide At-Large
Dr. Earleen C. Smiley, Interim Superintendent
600 SE 3rd Avenue
Fort Lauderdale, FL 33301

Re: School Resource Officer (SRO) Program

Dear School Board Members and Superintendent:

The Broward County City Managers' Association (BCCMA) adjoins the chief administrative officers and executive leaders of the 31 municipalities that comprise Broward County. BCCMA, in partnership and coordination with the Broward League of Cities and the Broward County Chiefs of Police Association, understands and supports the requirements of Section 1006.12, Florida Statutes which stipulates each school district has a statutory obligation to provide a Safe-School Officer at each public school. In order to comply with Section 1006.12, Florida Statutes, a school district shall either:

- Introduce and fully fund its own police department (similar to our neighboring counties)
- Hire and train guardians for each school in the District
- Contract with a law enforcement agency

In the spirit of cooperation and true partnership, and for the protection and safety of school personnel, property, students, and visitors, the law enforcement agencies that make up Broward County have provided school resource officers to the Broward County Public Schools ("District") for decades via a contractual arrangement. Unfortunately, the District has not had a contract in place with any municipality since the end of school year 2021-2022. Despite just two months left in school year 2022-2023, and no agreement in place, the law enforcement agencies have continued providing school resource officers even though the District has not paid a single dollar to that respective agency.

*Broward County City Managers' Association
Letter to the School Board of Broward County
April 10, 2023
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It is worth mentioning that funding a law enforcement agency, whether it be by a school district or a municipality, involves significant costs which go well above salaries. These costs include, but are not limited to, health insurance benefits, workers' compensation costs, leave generated by paid time off, uniforms, which includes ballistic vests and helmets, training, vehicles, fuel, weapons, radios, and computers. Cognizant of these escalating costs and understanding of the financial strain placed upon all local governmental entities, the municipalities welcomed and applauded the District's "Secure the Next Generation Referendum Renewal" which was approved by Broward County voters on August 23, 2022. The increase from a half-mill to one mill, amongst many significant benefits, included ballot language that first and foremost would provide funding for school resource officers. In fact, based on the Tax Year 2022, the one mill alone would generate \$256 million. With the required 20% allocation provided to charter schools, the remaining "BCPS Share" is then further divided to the avail of 17% going straight to school safety. Utilizing Tax Year 2022 values, the amount earmarked for school safety would be an estimated \$35 million.

In spite of these welcome and needed funds, ongoing discussions and negotiations under the leadership of the Broward County Chiefs of Police Association have reached a critical stalemate. BCCMA stands in lockstep with both the Broward County Chiefs of Police Association and the Broward League of Cities and has offered to meet with Interim Superintendent Smiley, however, this meeting was unable to occur prior to the April 11th Regular School Board Meeting.

In an effort to understand the true cost of providing school resource officers in our schools, BCCMA asked each member municipality and the Broward Sheriff's Office (BSO), to provide an average of the salary and benefits only of both school resource officers and the agency supervisors needed to provide management and leadership of these officers. Of the responding 12 BSO contract cities and 10 law enforcement agencies, the average cost of school resource officers' and supervisors' salary and benefits only is \$165,750 and \$208,972, respectively. I want to reiterate, these amounts do not include uniforms, training, equipment, and vehicles. Accordingly, the agenda item before you at tomorrow's Regular School Board Meeting (Items OO-15 and OO-16) is a far cry from the true costs of employing these officers. In light of the Districts recognition of a 10 month school calendar, BCCMA is requesting the agreements reflect 10 months of the aforementioned salary and benefits which equates to \$138,125 per school resource officer and \$174,143 per supervisor. Even at 200 school resource officers and 18 supervisors, the associated request is still significantly below the expected (and growing) 17% share of the one mill referendum funding that was to be committed for school resource officers. Additional information as to these calculations can be found attached to this letter in "Exhibit 1".

As local government entities continue to grapple with uncertain financial outlooks and continued pressure from the state, we have a fiduciary responsibility to our taxpayers to be good stewards of our tax dollars. In review of the agreements up for your consideration on the April 11th agenda, the amounts highlighted are for law enforcement agencies to be reimbursed \$73,000 in FY 2023 and \$80,000 annually in FY 2024, FY 2025, and FY 2026. In order to illustrate the shear magnitude of the financial deficit that places municipalities in, I share an example of the cost impacts to the City of Hollywood, which when factoring in modest cost of living adjustments, the expected deficit to the City of Hollywood is \$6.5 million. Again this does not include the ancillary expenses such as uniforms, training, equipment, and vehicles (see "Exhibit 2"). On a countywide scale, the estimated value of the 17% share of the one mill referendum is at least \$140 million over a four year period. Over this same four year period, as reflected in the April 11th agenda items, collectively the reimbursements to the municipalities would only be \$62.8 million.

Broward County City Managers' Association
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BCCMA looks forward to working to develop a true and fair partnership with Broward County Public Schools to find a viable solution that ensures the continued safety and protection of the 256,000 students and the invaluable teachers and school personnel that make up our great school district.

Respectfully,

A handwritten signature in blue ink that reads "Greg Harrison". The signature is fluid and cursive, with the first name "Greg" being more prominent than the last name "Harrison".

Greg Harrison,
President

Cc: BCCMA Members

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as “SBBC”),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CITY OF FORT LAUDERDALE, FLORIDA

(hereinafter referred to as “CITY”),
a municipal corporation whose principal place of business is
1300 West Broward Boulevard
Fort Lauderdale, Florida 33312

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

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

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

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

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

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

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** The term of this Agreement commences on **August 16, 2022** (“Effective Date”) and concludes on **June 08, 2023**, unless terminated earlier pursuant to section 3.05 of this Agreement.

2.02 **Participating SBBC Schools.** CITY shall assign number (10) law enforcement officers to serve as SROs at number (9) schools operated by SBBC that are listed below (collectively, “Participating SBBC Schools”). If the Parties desire to add SROs or add Participating SBBC Schools during the term of this Agreement, this Agreement must be amended in writing and signed by the Parties. The Participating SBBC Schools include the following:

- a) Middle Schools
 - 1) William Dandy (1 Officer)
 - 2) New River (1 Officer)
 - 3) Sunrise (1 Officer)
- b) High Schools
 - 1) Fort Lauderdale (1 Officer)
 - 2) Sheridan Technical (1 Officer)
 - 3) Stranahan (1 Officer)
 - 4) Dillard (6-12) (2 Officers)
 - 5) Seagull Alternative (1 Officer)
- c) Other School
 - 1) Whiddon-Rogers Education Center (1 Officer)

2.03 **Assignment of SROs.**

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

b) “Regular school hours,” for purposes of this Agreement, shall not exceed seven and one half (7 ½) consecutive hours per day beginning fifteen (15) minutes before and ending fifteen (15) minutes after the respective Participating SBBC School’s posted school bell schedule whether or not students are engaged in distance learning.

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

d) At any Participating SBBC School where there is more than one (1) SRO, CITY may temporarily reassign an SRO to another Participating SBBC School so long as that SRO

spends a majority of time in her/his originally assigned Participating SBBC School. Upon such reassignment, CITY shall immediately notify both Principals of each of the respective Participating SBBC Schools of the temporary reassignment. Additionally, CITY shall not allow the number of SROs to fall below one (1) SRO per Participating SBBC School.

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

f) Notwithstanding any provision in this Agreement, if CITY is unable to provide at least one (1) SRO per Participating SBBC School during regular school hours, then it shall immediately notify SBBC's Chief of the Special Investigative Unit so that SBBC may timely assign a Safe School Officer.

g) CITY shall notify the SBBC Chief of the Special Investigative Unit or designee in writing immediately, but no later than forty-eight (48) hours after:

1) An SRO discharges her/his firearm in the exercise of the SRO's duties, other than for training purposes; or

2) An SRO has been disciplined for misconduct or has been dismissed from her/his duties as an SRO by CITY, including in cases where the SRO is reassigned or moved to another school location, whether by SBBC, or CITY.

i. For any allegation of misconduct resulting in an SRO being placed on administrative leave or reassigned pending completion of an investigation by CITY, CITY shall provide SBBC with updated information regarding the result of the investigation within twelve (12) calendar days after the investigation ceases to be active or after the investigation has concluded as is defined in Section 112.533(2)(a) 1, 2, and (b), Florida Statutes.

2.04 **Duties of SROs.** An SRO shall not function as a school disciplinarian and shall not intervene in the normal disciplinary actions of the Participating SBBC Schools. Each assigned SRO shall act at all times within the scope of authority granted to the SRO by applicable law. Each SRO shall perform duties including, without limitation, the following:

a) the performance of law enforcement functions within the school setting;

b) the provision of assistance to SBBC in protecting and securing the school site and its occupants during regular school hours and for the duration of any food distribution or

dissemination of electronic devices;

c) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law through a joint effort between SBBC and CITY;

d) the development of positive student concepts of the law enforcement community and promotion of positive interaction and enhanced relations between students and law enforcement officers;

e) the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting;

f) the presentation of educational programs concerning crime prevention and the rights, obligations, and responsibilities of students as citizens;

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

h) Pursuant to Section 1006.12(1)(c), Florida Statutes, SROs shall complete mental health crisis intervention training using a curriculum developed by a national organization with expertise in mental health crisis intervention prior to the CITY’s assignment to a Participating SBBC School and CITY shall provide SBBC with written certification of completion for each assigned SRO.

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

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

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

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

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

Florida Statutes or a written verification of liability insurance, if applicable, with regard to any of the CITY's weapons and other property stored at any Participating SBBC School;

4) CITY will ensure that the location selected for any gun safe or gun locker will be able to structurally support the gun safe and its contents and that any installed gun safe or gun locker will not be easily removed or tampered with by unauthorized persons. CITY will coordinate the location and placement of any gun safe or gun locker with SBBC officials so such items may be incorporated within the Participating SBBC School's security plan; and

5) If at the conclusion of this Agreement, either Party determines that they will not enter into an Agreement for the following school year, CITY will remove such gun safes, gun lockers, and their contents and restore the premises to the original condition within ninety (90) calendar days from the notification of the Party's intent to not enter into said Agreement or by the end of the term of this Agreement, whichever occurs last. If after ninety (90) calendar days CITY fails to retrieve its gun safe or gun locker, the gun safe or gun locker will become the property of SBBC and SBBC may dispose of the gun safe or gun locker as it sees fit. However, the contents of the gun safe or gun locker will remain the property of CITY and CITY shall collect the contents before SBBC disposes of the gun locker or gun safe.

2.05 **Student Instruction.** SBBC shall at all times maintain control over the content of any educational programs and instructional materials provided at the Participating SBBC Schools including those provided through the SRO Program. Any activities conducted by an SRO as part of the regular instructional program shall be provided upon prior consultation and coordination with the Principal of the Participating SBBC School.

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

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2.07 Cost of Services.

a) SBBC's cost for services provided by CITY shall be Ten Thousand, Three Hundred Dollars and 00/100 Cents (\$10,300.00) per SRO per month in the 2022-2023 school year as more specifically stated below as follows:

Participating SBBC Schools	No. of SRO's	Duration (Months) per school year	2022-2023 Monthly cost per SRO	2022-2023 Monthly cost per participating SBBC School	2022-2023 Yearly cost per SRO	2022-2023 Yearly cost per participating SBBC School
Middle Schools						
1. William Dandy	1	10	\$10,300.00	\$10,300.00	\$103,000.00	\$103,000.00
2. New River	1	10	\$10,300.00	\$10,300.00	\$103,000.00	\$103,000.00
3. Sunrise	1	10	\$10,300.00	\$10,300.00	\$103,000.00	\$103,000.00
High Schools						
1. Fort Lauderdale	1	10	\$10,300.00	\$10,300.00	\$103,000.00	\$103,000.00
2. Sheridan Technical	1	10	\$10,300.00	\$10,300.00	\$103,000.00	\$103,000.00
3. Stranahan	1	10	\$10,300.00	\$10,300.00	\$103,000.00	\$103,000.00
4. Dillard (6-12)	2	10	\$10,300.00	\$20,600.00	\$206,000.00	\$206,000.00
5. Seagull Alternative	1	10	\$10,300.00	\$10,300.00	\$103,000.00	\$103,000.00
Other School						
1. Whiddon-Rogers Education Center	1	10	\$10,300.00	\$10,300.00	\$103,000.00	\$103,000.00
Total 2022-2023:	10			\$103,000.00		\$1,030,000.00

b) Unless otherwise specified herein, SBBC shall not be invoiced or otherwise obligated to pay for any day(s) in the monthly period that CITY failed to provide the prescribed number of SROs, or other temporarily assigned law enforcement officer, serving as an SRO for the regular school hours defined in this Agreement.

2.08 **Payment for SRO Program Services.** Upon approval of this Agreement by both parties, CITY shall appropriately invoice SBBC, with eight (8) separate invoices delivered to SBBC, for SRO services rendered under this Agreement for the months of August 2022, September 2022, October 2022, November 2022, December 2022, January 2023, February 2023, and March 2023. Thereafter, CITY shall appropriately invoice SBBC for SRO services rendered under this Agreement in monthly installments with invoices delivered to SBBC by the end of each month for services rendered in the months of April 2023, and May 2023. Each monthly invoice shall contain reference to the school year, the respective installment to which it pertains, the actual number of SROs assigned for that installment period, the monthly invoice amount as specifically stated in the table in section 2.07, the date of this Agreement, and written certification by CITY that each monthly invoice reflects only those days that SROs actually rendered services under this Agreement. Upon receipt by SBBC's contact person designated in section 2.06 of CITY's proper

invoice together with CITY's certification and verification by SBBC that the SRO services were provided by CITY in accordance with this Agreement, SBBC shall make payment for SRO services within thirty (30) calendar days after receipt of such invoice. With the exception of trainings held on agreed upon early release or employee planning days, SBBC will reimburse CITY for overtime incurred as part of SBBC's mandatory training held outside of regular school hours. CITY shall provide any and all information related to the individual pay rate of the SRO that performed the overtime and that respective SRO's overtime rate.

2.09 **Inspection of CITY's Records by SBBC.** CITY shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All CITY's Records relating to the SRO Program, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify any and all invoices, billings, payments, or claims submitted by CITY or any of CITY's payees pursuant to this Agreement. CITY's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. CITY's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification, and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

a) **CITY's Records Defined.** For the purposes of this Agreement, the term "CITY's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to the SRO services provided under this Agreement.

b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to CITY's Records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to CITY pursuant to this Agreement.

c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide CITY reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and/or reproduction. Additionally, any inspection will take place at a location designated by CITY during normal business hours.

d) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have reasonable access to any and all records related to this Agreement, subject to CITY's reasonable security procedures, and shall be provided adequate and appropriate workspace at a CITY facility in order to exercise the rights permitted under this section.

e) Failure to Permit Inspection. Failure by CITY to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the denial of CITY’s claims for payment by SBBC for services relating specifically to the records not being permitted to be inspected.

f) Overcharges and Unauthorized Charges. If the audit discloses billings or charges to which CITY is not contractually entitled, CITY shall pay said sum to SBBC within thirty (30) calendar days of receipt of written demand from SBBC unless otherwise agreed to in writing by both Parties.

g) Inspection of Subcontractor’s Records. If applicable, CITY shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as “Payees”) providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by CITY to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of Payee’s costs from amounts payable by SBBC to CITY pursuant to this Agreement for services relating specifically to the records not being permitted by Payee for SBBC’s inspection, and such excluded costs shall become the liability of CITY.

h) Inspector General Audits. CITY shall timely comply and cooperate with any reasonable inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

i) Exempt Records. Notwithstanding anything to the contrary contained herein, CITY’s Records will not be open to inspection, examination, evaluation, reproduction, or audit if prohibited by law.

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

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

With a Copy to: Chief-Broward District Schools Special Investigative Unit
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard – Suite 355
Sunrise, FL 33351

To CITY: Patrick Lynn, Chief of Police
Fort Lauderdale Police Department
1300 West Broward Boulevard
Fort Lauderdale, Florida 33312

2.11 **Indemnification.** Each Party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

2.12 **E-Verify.** Pursuant to Section 448.095, Florida Statutes, any Party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such Party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such Party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such Party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries.** The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third-person or entity. 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 is entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third-parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The Parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither Party nor its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other Party unless specifically authorized in writing to do so. CITY shall at all times be responsible for all aspects of the employment, control, and direction of law enforcement officers assigned as SROs under this Agreement. Nothing within this Agreement is intended to create an agency or employment relationship between SBBC and any officer assigned by CITY to participate in the SRO Program. All compensation, wages, salaries, benefits, and other emoluments of employment payable to the SROs shall be the sole responsibility of CITY. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds, or insurance for CITY's officers, employees, agents, subcontractors, or assignees.

3.04 **Equal Opportunity Provision.** The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex, or sexual orientation in the performance of the Parties' respective duties, responsibilities, and obligations under this Agreement.

3.05 **Termination.** This Agreement may be terminated with or without cause by either Party during the term hereof upon sixty (60) calendar days' written notice to the other Party of its desire to terminate this Agreement. SBBC shall pay CITY for all services rendered through the effective date of termination. Should CITY wish to continue with this Agreement but choose to remove one or more SROs from SBBC schools, and such removal would result in no SRO at any Participating SBBC School, CITY shall give SBBC forty-five (45) calendar days' written notice of such removal.

3.06 **Default.** The Parties agree that, if either Party is in default of its obligations under this Agreement, the non-defaulting Party shall provide to the defaulting Party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting Party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting Party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting Party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section will be construed to preclude termination for convenience pursuant to section 3.05.

3.07 **Annual Appropriation.** Both Parties performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If that Party does not allocate funds for the payment of services or products to be provided under this

Agreement, this Agreement may be terminated by either Party at the end of the period for which funds have been allocated. The terminating Party shall notify the other Party at the earliest possible time before such termination. In the event of such termination, SBBC shall pay CITY for all services rendered through the effective date of termination and CITY will not be obligated to provide services after the effective date of termination. No penalty accrues to the terminating Party if this provision is exercised, and the terminating Party is not obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any Party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be promptly refunded to SBBC.

3.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. CITY shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, CITY shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. CITY shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if CITY does not transfer the public records to SBBC. Upon completion of the Agreement, CITY shall transfer, at no cost, to SBBC all public records in possession of CITY or keep and maintain public records required by SBBC to perform the services required under the Agreement. If CITY transfers all public records to SBBC upon completion of the Agreement, CITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CITY keeps and maintains public records upon completion of the Agreement, CITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.10 **SBBC Disclosure of Education Records.**

- a) Behavioral Threat Assessment Meetings.

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

2) Types of Education Records. For SROs participating in the BTA Meeting who have signed as a team member, SBBC will provide the SRO, upon her/his request at the BTA Meeting, with the education records used and discussed during the SRO's participation in the BTA Meeting at the respective Participating SBBC School. In addition, if the SRO requests a copy of the BTA document by the conclusion of the BTA Meeting, SBBC shall provide it to the signatory SRO, via hardcopy or secure email.

3) The SRO may keep and retain all records received pursuant to section 3.10(a)(2) provided that such records are retained and kept in accordance with Chapter 119, Florida Statutes, and section 3.11, below.

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

b) The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in CITY's privacy policies, if any.

3.11 **CITY Safeguarding Confidentiality of Education Records.**

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

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

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

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

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

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

5) utilize the education records solely for the purposes for which the disclosure was made or as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, display, or otherwise redisclose education records to any third-party without consent unless the redisclosure fits within one of the exceptions to FERPA's consent requirements;

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

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

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

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

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

11) purge education records from any media once the media is no longer in use or is to be disposed.

b) Unless otherwise specified in this Agreement, all education records shall remain the property of SBBC, and any Party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and,

upon termination of this Agreement shall at SBBC's request, return to SBBC or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

3.12 **Compliance with Laws.**

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

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

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

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

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

3.14 **Place of Performance.** All SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

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

3.16 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the

matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

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

3.18 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any Party without the prior written consent of the other Party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

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

3.20 **Severability.** If any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included.

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

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

3.23 **Waiver.** The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the Party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.24 **Force Majeure.** Neither Party is 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, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either Party, and which cannot be overcome by reasonable diligence and without unusual expense (“Force Majeure”). In no event shall a lack of funds on the part of either Party be deemed Force Majeure.

3.25 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.26 **Survival.** All representations and warranties made herein regarding indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.27 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee, and CITY has delegated authority to the Mayor and/or chief executive officer or her/his designee, to take any actions necessary to implement and administer this Agreement.

3.28 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By: _____
Lori Alhadeff, Chair

Date: _____

Earlean C. Smiley, Ed.D.,
Interim Superintendent of Schools

Approved as to Form and Legal Content:

**Kathelyn
Jacques-
Adams**

Digitally signed by
Kathelyn Jacques-
Adams
Date: 2023.04.26
01:25:26 -04'00'

Office of the General Counsel

Note: City of Fort Lauderdale,
Florida - SRO 2022-2023
(FY23-034)

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CITY

CITY OF FORT LAUDERDALE, FLORIDA

GREG CHAVARRIA _____
CITY MANAGER DATE

By: _____ _____
DEAN J. TRANTALIS DATE
MAYOR

[Municipal Seal]

ATTEST

DAVID R. SOLOMAN _____
CITY CLERK DATE

Approved as to Form:

BRADLEY H. WEISSMAN _____
ASSISTANT CITY ATTORNEY DATE

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as “SBBC”),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CITY OF FORT LAUDERDALE, FLORIDA

(hereinafter referred to as “CITY”),
a municipal corporation whose principal place of business is
1300 West Broward Boulevard
Fort Lauderdale, Florida 33312

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

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

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

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

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

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

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** The term of this Agreement commences on **August 14, 2023** (“Effective Date”) and concludes in **June 2026** on the last that SBBC school personnel report to work as approved by the appropriate SBBC School Calendar, and as specifically specified in this Agreement, unless terminated earlier pursuant to sections 2.07b), 3.05, and 3.07 of this Agreement.

2.02 **Participating SBBC Schools.** CITY shall assign ten (10) law enforcement officers to serve as SROs at nine (9) schools operated by SBBC that are listed below (collectively, “Participating SBBC Schools”), on the dates specified below. If the Parties desire to add SROs or add Participating SBBC Schools during the term of this Agreement, this Agreement must be amended in writing and signed by the Parties. The Participating SBBC Schools include the following:

a) **Middle Schools**

1) William Dandy (1 Officer)

- i. beginning August 14, 2023 through June 11, 2024
- ii. beginning the first day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in August 2024 through last day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in June 2025
- iii. beginning the first day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in August 2025 through last day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in June 2026

2) New River (1 Officer)

- i. beginning August 14, 2023 through June 11, 2024
- ii. beginning the first day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in August 2024 through last day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in June 2025
- iii. beginning the first day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in August 2025 through last day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in June 2026

3) Sunrise (1 Officer)

- i. beginning August 14, 2023 through June 11, 2024
- ii. beginning the first day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in August 2024 through last day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in June 2025

- iii. beginning the first day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in August 2025 through last day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in June 2026

b) High Schools

1) Fort Lauderdale (1 Officer)

- i. beginning August 14, 2023 through June 11, 2024
- ii. beginning the first day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in August 2024 through last day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in June 2025
- iii. beginning the first day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in August 2025 through last day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in June 2026

2) Sheridan Technical (1 Officer)

- i. beginning August 14, 2023 through June 11, 2024
- ii. beginning the first day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in August 2024 through last day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in June 2025
- iii. beginning the first day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in August 2025 through last day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in June 2026

3) Stranahan (1 Officer)

- i. beginning August 14, 2023 through June 11, 2024
- ii. beginning the first day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in August 2024 through last day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in June 2025
- iii. beginning the first day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in August 2025 through last day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in June 2026

4) Dillard (6-12) (2 Officers)

- i. beginning August 14, 2023 through June 11, 2024
- ii. beginning the first day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in August 2024 through last day that SBBC school personnel report to work, as approved by the appropriate SBBC

- School Calendar, in June 2025
- iii. beginning the first day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in August 2025 through last day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in June 2026

5) Seagull Alternative (1 Officer)

- i. beginning August 14, 2023 through June 11, 2024
- ii. beginning the first day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in August 2024 through last day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in June 2025
- iii. beginning the first day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in August 2025 through last day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in June 2026

c) Other School

1) Whiddon-Rogers Education Center (1 Officer)

- i. beginning August 14, 2023 through June 11, 2024
- ii. beginning the first day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in August 2024 through last day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in June 2025
- iii. beginning the first day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in August 2025 through last day that SBBC school personnel report to work, as approved by the appropriate SBBC School Calendar, in June 2026

2.03 **Assignment of SROs.**

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

b) “Regular school hours,” for purposes of this Agreement, shall not exceed seven and one half (7 ½) consecutive hours per day beginning fifteen (15) minutes before and ending fifteen (15) minutes after the respective Participating SBBC School’s posted school bell schedule whether or not students are engaged in distance learning.

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

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

d) At any Participating SBBC School where there is more than one (1) SRO, CITY may temporarily reassign an SRO to another Participating SBBC School so long as that SRO spends a majority of time in her/his originally assigned Participating SBBC School. Upon such reassignment, CITY shall immediately notify both Principals of each of the respective Participating SBBC Schools of the temporary reassignment. Additionally, CITY shall not allow the number of SROs to fall below one (1) SRO per Participating SBBC School.

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

f) Notwithstanding any provision in this Agreement, if CITY is unable to provide at least one (1) SRO per Participating SBBC School during regular school hours, then it shall immediately notify SBBC's Chief of the Special Investigative Unit so that SBBC may timely assign a Safe School Officer.

g) CITY shall notify the SBBC Chief of the Special Investigative Unit or designee in writing immediately, but no later than forty-eight (48) hours after:

1) An SRO discharges her/his firearm in the exercise of the SRO's duties, other than for training purposes; or

2) An SRO has been disciplined for misconduct or has been dismissed from her/his duties as an SRO by CITY, including in cases where the SRO is reassigned or moved to another school location, whether by SBBC, or CITY.

i. For any allegation of misconduct resulting in an SRO being placed on administrative leave or reassigned pending completion of an investigation by CITY, CITY shall provide SBBC with updated information regarding the result of the investigation within twelve (12) calendar days after the investigation ceases to be active or after the investigation has concluded as is defined in Section 112.533(2)(a) 1, 2, and (b), Florida Statutes.

2.04 **Duties of SROs.** An SRO shall not function as a school disciplinarian and shall not intervene in the normal disciplinary actions of the Participating SBBC Schools. Each assigned SRO shall act at all times within the scope of authority granted to the SRO by applicable law. Each SRO shall perform duties including, without limitation, the following:

- a) the performance of law enforcement functions within the school setting;
- b) the provision of assistance to SBBC in protecting and securing the school site and its occupants during regular school hours and for the duration of any food distribution or dissemination of electronic devices;
- c) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law through a joint effort between SBBC and CITY;
- d) the development of positive student concepts of the law enforcement community and promotion of positive interaction and enhanced relations between students and law enforcement officers;
- e) the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting;
- f) the presentation of educational programs concerning crime prevention and the rights, obligations, and responsibilities of students as citizens;
- g) SROs shall participate as a Behavioral Threat Assessment (“BTA”) Team Member at a BTA Meeting located at the respective Participating SBBC School. As a BTA Team Member, the SRO may assist the school in gathering information, evaluating facts, and helping to make institutional determinations, such as whether a health or safety emergency exists, and how the school should respond. SRO’s will also, along with other BTA Team Members, have access to SBBC’s Psychological Services Department.
- h) Pursuant to Section 1006.12(1)(c), Florida Statutes, SROs shall complete mental health crisis intervention training using a curriculum developed by a national organization with expertise in mental health crisis intervention prior to the CITY’s assignment to a Participating SBBC School and CITY shall provide SBBC with written certification of completion for each assigned SRO.
- i) To the extent SROs have not completed training related to best practices for interactions with persons who have intellectual or developmental disabilities, SBBC will provide free training opportunities for all SROs assigned to school sites during regular school hours or on any agreed upon early release day or employee planning day at no cost.
- j) **Law Enforcement Gun Safes/Lockers.**
 - 1) CITY may, at its sole expense and discretion, purchase and install one (1) or more gun safes or gun lockers at any Participating SBBC School. SBBC may, at its sole discretion, reimburse a portion or all of the expense of CITY’s purchase of gun safes or gun lockers, through its funds or any applicable grant(s) that it receives;

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

3) CITY shall provide to SBBC a letter from City's Risk Manager indicating that CITY is a self-insured municipal corporation, in accordance with Section 768.28, Florida Statutes or a written verification of liability insurance, if applicable, with regard to any of the CITY's weapons and other property stored at any Participating SBBC School;

4) CITY will ensure that the location selected for any gun safe or gun locker will be able to structurally support the gun safe and its contents and that any installed gun safe or gun locker will not be easily removed or tampered with by unauthorized persons. CITY will coordinate the location and placement of any gun safe or gun locker with SBBC officials so such items may be incorporated within the Participating SBBC School's security plan; and

5) If at the conclusion of this Agreement, either Party determines that they will not enter into an Agreement for the following school year, CITY will remove such gun safes, gun lockers, and their contents and restore the premises to the original condition within ninety (90) calendar days from the notification of the Party's intent to not enter into said Agreement or by the end of the term of this Agreement, whichever occurs last. If after ninety (90) calendar days CITY fails to retrieve its gun safe or gun locker, the gun safe or gun locker will become the property of SBBC and SBBC may dispose of the gun safe or gun locker as it sees fit. However, the contents of the gun safe or gun locker will remain the property of CITY and CITY shall collect the contents before SBBC disposes of the gun locker or gun safe.

2.05 **Student Instruction.** SBBC shall at all times maintain control over the content of any educational programs and instructional materials provided at the Participating SBBC Schools including those provided through the SRO Program. Any activities conducted by an SRO as part of the regular instructional program shall be provided upon prior consultation and coordination with the Principal of the Participating SBBC School.

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

2.07 **Cost of Services.**

a) SBBC's cost for services provided by CITY shall be Ten Thousand, Three Hundred Dollars and 00/100 Cents (\$10,300.00) per SRO per month in the 2023-2024, 2024-2025, and 2025-2026 school years as more specifically stated below as follows:

Participating SBBC Schools	No. of SRO's	Duration (Months) per school year	2023-2024 2024-2025 2025-2026 Monthly cost per SRO	2023-2024 2024-2025 2025-2026 Monthly cost per participating SBBC School	2023-2024 2024-2025 2025-2026 Yearly cost per SRO	2023-2024 2024-2025 2025-2026 Yearly cost per participating SBBC School
Middle Schools						
1. William Dandy	1	10	\$10,300.00	\$10,300.00	\$103,000.00	\$103,000.00
2. New River	1	10	\$10,300.00	\$10,300.00	\$103,000.00	\$103,000.00
3. Sunrise	1	10	\$10,300.00	\$10,300.00	\$103,000.00	\$103,000.00
High Schools						
1. Fort Lauderdale	1	10	\$10,300.00	\$10,300.00	\$103,000.00	\$103,000.00
2. Sheridan Technical	1	10	\$10,300.00	\$10,300.00	\$103,000.00	\$103,000.00
3. Stranahan	1	10	\$10,300.00	\$10,300.00	\$103,000.00	\$103,000.00
4. Dillard (6-12)	2	10	\$10,300.00	\$20,600.00	\$206,000.00	\$206,000.00
5. Seagull Alternative	1	10	\$10,300.00	\$10,300.00	\$103,000.00	\$103,000.00
Other School						
1. Whiddon-Rogers Education Center	1	10	\$10,300.00	\$10,300.00	\$103,000.00	\$103,000.00
Total 2023-2024:	10			\$103,000.00		\$1,030,000.00
Total 2024-2025:	10			\$103,000.00		\$1,030,000.00
Total 2025-2026:	10			\$103,000.00		\$1,030,000.00
Grand Total 2023-2026:	30			\$309,000.00		\$3,090,000.00

b) During the term of this Agreement, should the property values in Broward County, Florida decline for the 2024-2025 and 2025-2026 school year (includes year around schools) below the level of values in the initial 2023-2024 school year (includes year around schools), such that the revenue generated by the one (1) mil is less, then SBBC shall have the right to terminate this Agreement for cause. SBBC shall notify CITY at the earliest possible time before such termination. In the event of such termination, SBBC shall pay CITY for all services rendered through the effective date of termination and CITY will not be obligated to provide services after the effective date of termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

c) Unless otherwise specified herein, SBBC shall not be invoiced or otherwise obligated to pay for any day(s) in the monthly period that CITY failed to provide the prescribed number of SROs, or other temporarily assigned law enforcement officer, serving as an SRO for the regular school hours defined in this Agreement.

2.08 **Payment for SRO Program Services.**

a) CITY shall appropriately invoice SBBC for SRO services rendered under this Agreement in monthly installments with invoices delivered to SBBC by the end of each month for services rendered as follows:

- 1) for the 2023-2024 school year: August 2023, September 2023, October 2023, November 2023, December 2023, January 2024, February 2024, March 2024, months of April 2024, and May 2024; and
- 2) for the 2024-2025 school year: August 2024, September 2024, October 2024, November 2024, December 2024, January 2025, February 2025, March 2025, April 2025, and May 2025; and
- 3) for the 2025-2026 school year: August 2025, September 2025, October 2025, November 2025, December 2025, January 2026, February 2026, March 2026, April 2026, and May 2026.

b) Each monthly invoice shall contain reference to the school year, the respective installment to which it pertains, the actual number of SROs assigned for that installment period, the monthly invoice amount as specifically stated in the table in section 2.07, the date of this Agreement, and written certification by CITY that each monthly invoice reflects only those days that SROs actually rendered services under this Agreement.

c) Upon receipt by SBBC's contact person designated in section 2.06 of CITY's proper invoice together with CITY's certification and verification by SBBC that the SRO services were provided by CITY in accordance with this Agreement, SBBC shall make payment for SRO services within thirty (30) calendar days after receipt of such invoice.

d) With the exception of trainings held on agreed upon early release or employee planning days, SBBC will reimburse CITY for overtime incurred as part of SBBC's mandatory training held outside of regular school hours. CITY shall provide any and all information related to the individual pay rate of the SRO that performed the overtime and that respective SRO's overtime rate.

2.09 **Inspection of CITY's Records by SBBC.** CITY shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All CITY's Records relating to the SRO Program, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify any and all invoices, billings, payments, or claims submitted by CITY or any of CITY's payees pursuant to this Agreement. CITY's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs

(including overhead allocations) as they may apply to costs associated with this Agreement. CITY's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification, and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

a) CITY's Records Defined. For the purposes of this Agreement, the term "CITY's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to the SRO services provided under this Agreement.

b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to CITY's Records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to CITY pursuant to this Agreement.

c) Notice of Inspection. SBBC's agent or its authorized representative shall provide CITY reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and/or reproduction. Additionally, any inspection will take place at a location designated by CITY during normal business hours.

d) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to any and all records related to this Agreement, subject to CITY's reasonable security procedures, and shall be provided adequate and appropriate workspace at a CITY facility in order to exercise the rights permitted under this section.

e) Failure to Permit Inspection. Failure by CITY to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the denial of CITY's claims for payment by SBBC for services relating specifically to the records not being permitted to be inspected.

f) Overcharges and Unauthorized Charges. If the audit discloses billings or charges to which CITY is not contractually entitled, CITY shall pay said sum to SBBC within thirty (30) calendar days of receipt of written demand from SBBC unless otherwise agreed to in writing by both Parties.

g) Inspection of Subcontractor's Records. If applicable, CITY shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by CITY to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of Payee's costs from amounts payable by SBBC to CITY pursuant to this Agreement for services relating specifically to the records not

being permitted by Payee for SBBC's inspection, and such excluded costs shall become the liability of CITY.

h) Inspector General Audits. CITY shall timely comply and cooperate with any reasonable inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

i) Exempt Records. Notwithstanding anything to the contrary contained herein, CITY's Records will not be open to inspection, examination, evaluation, reproduction, or audit if prohibited by law.

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

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

With a Copy to: Chief-Broward District Schools Special Investigative Unit
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard – Suite 355
Sunrise, FL 33351

To CITY: Patrick Lynn, Chief of Police
Fort Lauderdale Police Department
1300 West Broward Boulevard
Fort Lauderdale, Florida 33312

2.11 Indemnification. Each Party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

2.12 E-Verify. Pursuant to Section 448.095, Florida Statutes, any Party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such Party shall require any

subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such Party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such Party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries.** The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third-person or entity. 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 is entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third-parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The Parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither Party nor its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other Party unless specifically authorized in writing to do so. CITY shall at all times be responsible for all aspects of the employment, control, and direction of law enforcement officers assigned as SROs under this Agreement. Nothing within this Agreement is intended to create an agency or employment relationship between SBBC and any officer assigned by CITY to participate in the SRO Program. All compensation, wages, salaries, benefits, and other emoluments of employment payable to the SROs shall be the sole responsibility of CITY. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds, or insurance for CITY's officers, employees, agents, subcontractors, or assignees.

3.04 **Equal Opportunity Provision.** The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender

expression, marital status, national origin, religion, sex, or sexual orientation in the performance of the Parties' respective duties, responsibilities, and obligations under this Agreement.

3.05 **Termination.** This Agreement may be terminated with or without cause by either Party during the term hereof upon sixty (60) calendar days' written notice to the other Party of its desire to terminate this Agreement. SBBC shall pay CITY for all services rendered through the effective date of termination. Should CITY wish to continue with this Agreement but choose to remove one or more SROs from SBBC schools, and such removal would result in no SRO at any Participating SBBC School, CITY shall give SBBC forty-five (45) calendar days' written notice of such removal.

3.06 **Default.** The Parties agree that, if either Party is in default of its obligations under this Agreement, the non-defaulting Party shall provide to the defaulting Party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting Party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting Party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting Party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section will be construed to preclude termination for convenience pursuant to section 3.05.

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

3.08 **Excess Funds.** Any Party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be promptly refunded to SBBC.

3.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. CITY shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, CITY shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a

cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. CITY shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if CITY does not transfer the public records to SBBC. Upon completion of the Agreement, CITY shall transfer, at no cost, to SBBC all public records in possession of CITY or keep and maintain public records required by SBBC to perform the services required under the Agreement. If CITY transfers all public records to SBBC upon completion of the Agreement, CITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CITY keeps and maintains public records upon completion of the Agreement, CITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.10 SBBC Disclosure of Education Records.

a) Behavioral Threat Assessment Meetings.

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

2) Types of Education Records. For SROs participating in the BTA Meeting who have signed as a team member, SBBC will provide the SRO, upon her/his request at the BTA Meeting, with the education records used and discussed during the SRO's participation in the BTA Meeting at the respective Participating SBBC School. In addition, if the SRO requests a copy of the BTA document by the conclusion of the BTA Meeting, SBBC shall provide it to the signatory SRO, via hardcopy or secure email.

3) The SRO may keep and retain all records received pursuant to section 3.10(a)(2) provided that such records are retained and kept in accordance with Chapter 119, Florida Statutes, and section 3.11, below.

4) Consent. SROs shall not receive education records from SBBC unless: 1) the

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

b) The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in CITY's privacy policies, if any.

3.11 **CITY Safeguarding Confidentiality of Education Records.**

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

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

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

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

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

5) utilize the education records solely for the purposes for which the disclosure was made or as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, display, or otherwise redisclose education records to any third-party without consent unless the redisclosure fits within one of the exceptions to FERPA's consent requirements;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and

754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

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

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

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

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

11) purge education records from any media once the media is no longer in use or is to be disposed.

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

3.12 **Compliance with Laws.**

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

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

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

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

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

3.14 **Place of Performance.** All SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

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

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

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

3.18 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any Party without the prior written consent of the other Party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.19 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the

scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.20 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included.

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

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

3.23 **Waiver**. The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the Party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.24 **Force Majeure**. Neither Party is 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, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either Party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either Party be deemed Force Majeure.

3.25 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.26 **Survival**. All representations and warranties made herein regarding indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records,

reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.27 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee, and CITY has delegated authority to the Mayor and/or chief executive officer or her/his designee, to take any actions necessary to implement and administer this Agreement.

3.28 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By: _____
Lori Alhadeff, Chair

Date: _____

Earlean C. Smiley, Ed.D.,
Interim Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

Note - City of Fort Lauderdale,
Florida (SRO 2023-2026) -
FY24-082

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CITY

CITY OF FORT LAUDERDALE, FLORIDA

CHRIS LAGERBLOOM DATE
CITY MANAGER

By: _____ DATE
DEAN J. TRANTALIS
MAYOR

[Municipal Seal]
ATTEST

JEFFREY A. MODARELLI DATE
CITY CLERK

Approved as to Form:

BRADLEY H. WEISSMAN DATE
ASSISTANT CITY ATTORNEY

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification and who did/ did not first take an oath this _____ day of _____, 2023.

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.