

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2019, 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 (hereafter referred to as "SRO Program") in accordance with the Marjory Stoneman Douglas High School Public Safety Act; and

WHEREAS, SBBC desires that the CITY provide law enforcement officers to serve as School Resource Officers (hereafter referred to as "SROs") in certain Participating District schools located within the CITY, Broward County, Florida and the CITY agrees to assign law enforcement officers to serve as SROs under the SRO Program; and

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

WHEREAS, the CITY and SBBC understand and agree that the SRO Program is established for the purposes set forth under applicable Florida law including assisting in 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 is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

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

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **August 14, 2019** and conclude on **June 3, 2020**.

2.02 **Participating District Schools**. CITY shall assign ten (10) law enforcement officers to serve as SROs at ten (10) schools operated by SBBC that are listed below (hereafter collectively referred to as “Participating Schools”). Should the parties desire to add SROs and/or add Participating District Schools during the term of this Agreement, this Agreement shall be amended in writing and signed by both parties to address same.

- 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) The CITY shall at all times maintain SROs on duty during those regular school hours, in accordance with the number of SROs specified in Section 2.02, with exception to circumstances specified herein.

b) “Regular school hours” shall be defined for purposes of this Agreement as beginning at least fifteen (15) minutes prior to and ending at least fifteen (15) minutes after the respective Participating School’s posted school bell schedule. Regular school hours shall not consist of activities which occur after a majority of the student body is dismissed for the day.

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

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

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

2.04 **Duties of SROs.** An SRO shall not function as a school disciplinarian and shall not intervene in the normal disciplinary actions of the Participating 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 plant and its occupants;
- c) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law;
- d) the development of positive student concepts of the law enforcement community and promotion of positive interaction and enhanced relations between students and law enforcement officers;
- e) the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting;
- f) the presentation of educational programs concerning crime prevention and the rights, obligations and responsibilities of students as citizens;
- g) SRO shall participate as a Behavioral Threat Assessment Team Member at a behavioral threat assessment meeting located at the respective Participating School. As a Behavioral Threat Assessment Team Member, the SRO may assist the school in gathering information, evaluating facts, and helping to make institutional determinations, such as whether a health or safety emergency exists, and how the school should respond;
- h) **Law Enforcement Gun Safes/Lockers.**
 - 1) The CITY may, at the CITY's sole expense and discretion, purchase and install one (1) or more gun safes or gun lockers at any Participating School. SBBC may, at its sole discretion, reimburse a portion of or all of the expense of the CITY's purchase of gun safes or gun lockers, through its funds or any applicable grant(s) that it receives;
 - 2) The CITY, at its sole discretion, may store any weapons in such gun safes or gun lockers as the CITY deems appropriate to the performance of law enforcement duties;
 - 3) The City shall provide to the SBBC a letter from the City's Risk Manager indicating that the City is a self-insured municipal corporation, in accordance with Section 768.28, Florida Statutes;

4) The 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. The CITY will coordinate with SBBC officials the location and placement of any gun safe or gun locker so such items may be incorporated within the Participating 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, the CITY will remove such gun safes, gun lockers and their contents and restore the premises to their original condition within ninety (90) calendar days from the notification of the parties 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 shall become property of SBBC and SBBC may dispose of the gun safe or gun locker as they see fit. However, the contents of the gun safe or gun locker shall remain property of CITY and CITY 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 Schools including those provided through the SRO Program. Each SRO will provide instructional activities to the students at his/her assigned school(s) in areas of instruction within the SRO's experience, education and training. Any activities conducted by an SRO as part of the regular instructional program shall be provided upon prior consultation and coordination with the principal of the Participating School.

2.06 **SBBC Contact Persons.** The principal at each Participating 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, Special Investigative Unit to serve as SBBC's liaison for the SRO Program.

2.07 **Cost of Services.** SBBC's cost for services provided by the CITY shall be Five Thousand, Four Hundred Sixty Dollars and 00/100 Cents (\$5,460.00) per SRO per month in the 2019-2020 school year as more specifically stated below as follows:

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Participating Schools	No. of SROs	Duration (Months)	2019-2020 Monthly cost per SRO	2019-2020 Monthly cost per Participating District School	2019-2020 Yearly cost per SRO	2019-2020 Yearly cost per Participating District School
Middle Schools						
1. William Dandy	1	10	\$5,460.00	\$5,460.00	\$54,600.00	\$54,600.00
2. New River	1	10	\$5,460.00	\$5,460.00	\$54,600.00	\$54,600.00
3. Sunrise	1	10	\$5,460.00	\$5,460.00	\$54,600.00	\$54,600.00
High Schools						
1. Fort Lauderdale	1	10	\$5,460.00	\$5,460.00	\$54,600.00	\$54,600.00
2. Sheridan Technical	1	10	\$5,460.00	\$5,460.00	\$54,600.00	\$54,600.00
3. Stranahan	1	10	\$5,460.00	\$5,460.00	\$54,600.00	\$54,600.00
4. Dillard (6-12)	2	10	\$5,460.00	\$10,920.00	\$54,600.00	\$109,200.00
5. Seagull Alternative	1	10	\$5,460.00	\$5,460.00	\$54,600.00	\$54,600.00
Other School						
1. Whiddon-Rogers Education Center	1	10	\$5,460.00	\$5,460.00	\$54,600.00	\$54,600.00
Total	10			\$54,600.00		\$546,000.00

2.08 **Payment for SRO Program Services.** The CITY shall appropriately invoice SBBC for SRO services rendered under this Agreement in installments with five invoices for the months of August, September, October, November and December of each term year being delivered to SBBC in December of each term year and subsequent invoices shall be delivered to SBBC in January, February, March, April and May of each term year. Each monthly invoice shall contain reference to the school year, the respective installment to which it pertains, the monthly invoice amount as specifically stated in the table in section 2.10, and the date of this Agreement. Upon certification by SBBC’s contact person designated in Section 2.07 that the SRO services were provided by the CITY, SBBC shall make payment for SRO services within thirty (30) calendar days of its receipt of an appropriate invoice from the CITY for such services. SBBC will reimburse CITY for overtime incurred as part of SBBC mandatory training held outside of regular school hours. CITY shall provide any and all information related to the individual payrate of the SRO that performed the overtime and that respective SRO’s overtime rate.

2.09 **Inspection of CITY’s Records by SBBC.** CITY shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All CITY’s Records relating to the SRO Program, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC’s agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/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 shall take place at a location designated by the 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 work space at a CITY facility in order to exercise the rights permitted under this section.

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

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

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

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

i) Exempt Records. Notwithstanding anything to the contrary contained herein, the 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

Two to CITY: Rick Maglione, 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.

ARTICLE 3 – GENERAL CONDITIONS

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

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall

be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party nor its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. The CITY shall at all times be responsible for all aspects of the employment, control and direction of 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 the 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 the CITY. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the CITY's officers, employees, agents, subcontractors or assignees.

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

3.05 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) calendar days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay the CITY for all services rendered through the effective date of termination.

3.06 **Default.** The parties agree that, in the event that 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, in the event said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be 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 shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. In the event of

such termination, SBBC shall pay the CITY for all services rendered through the effective date of termination and the CITY will not be obligated to provide services after the effective date of termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

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

3.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. The 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, the 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. The 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 the City does not transfer the public records to SBBC. Upon completion of the Agreement, the City shall transfer, at no cost, to SBBC all public records in possession of the City or keep and maintain public records required by SBBC to perform the services required under the Agreement. If the City transfers all public records to SBBC upon completion of the Agreement, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Agreement, the City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

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

3.10 **SBBC Disclosure of Education Records.**

a) Behavioral Threat Assessment Meetings.

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

2) Types of Education Records. SBBC shall provide the SRO, upon SRO's request on the date of the Behavioral Threat Assessment meeting, with any and all education records reasonably necessary to participate as a Behavioral Threat Assessment Team Member in a

behavioral threat assessment meeting at the respective Participating School. Such education records include, but are not limited to the Behavioral Threat Assessment instrument.

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

3.11 CITY Confidentiality of Education Records.

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

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

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior 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 record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

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

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

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

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

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

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

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

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

3.12 **Compliance with Laws.**

a) Each party (which includes all law enforcement officers assigned to the SRO Program) shall comply with all applicable federal, state, and local laws, SBBC Policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement. Additionally, each law enforcement officer assigned to the SRO Program shall perform his/her duties as an SRO in accordance with the School Resource Officer Standard Operating Procedure Manual (SOPM). In the event of conflict between the SOPM and this Agreement, this Agreement shall prevail. SBBC shall not make changes to the SRO 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 SRO which are part of the regular instructional program of the school shall be under the direction of the school principal;

c) SROs shall be responsible to the CITY in all matters relating to employment, subject to this Agreement and in the event of conflict, the CITY's policies shall prevail;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

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