

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2018, 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"); and

WHEREAS, SBBC desires that the CITY provide law enforcement officers to serve as School Resource Officers (hereafter referred to as "SROs") in several public schools located within the CITY, Broward County, Florida and the CITY shall 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 8, 2018** and conclude on **June 5, 2019**.

2.02 **Participating District Schools.** CITY shall assign eight (8) law enforcement officers to serve as SROs at seven (7) schools operated by SBBC that are listed on the attached **Exhibit A** (hereafter collectively referred to as “Participating Schools”). The parties agree that the Superintendent and the City Manager are delegated the authority to add additional Participating Schools during the term of this Agreement and the city shall invoice SBBC for SRO services at such additional Participating Schools at the monthly cost per SRO specified in Section 2.08. Additionally, the CITY shall adopt any appropriate legislation to provide the City Manager with the authority to add additional Participating Schools as described in this Section. [KMJ1] When additional Participating Schools are added, the services provided by additional SROs shall be subject to all of the terms of this Agreement and a revised Exhibit A shall be furnished to both parties using the notice procedures of Section 2.10 and a copy of such revised Exhibit A shall be appended to each party’s records concerning this Agreement.

2.03 **Assignment of SROs.** The CITY shall promptly notify the principal of the Participating School of the names of those law enforcement officers assigned to provide SRO services at the school. The CITY may change the law enforcement officers assigned to participate as SROs at any time during the term of this Agreement. ~~Unless precluded by law enforcement requirements or emergency circumstances, t~~ [KMJ2] The CITY shall at all times maintain SROs on duty during those regular school hours in which students are required to be in attendance, in accordance with the number of SROs specified in Section 2.02. “Regular school hours” shall be defined as beginning when at least sixty (60) minutes prior to and at least thirty (30) minutes after the respective Participating School’s posted school bell schedule; including teacher planning days. During teacher planning days, SROs may participate in SBBC approved professional development on or off site. students arrive at the school to begin the school day and ends, when the last school bus leaves the school. Regular school hours shall not consist of activities which occur after the majority of the student body is dismissed for the day. Whenever possible, t The CITY shall assign a replacement SRO law enforcement officer during the time that the assigned SRO is absent, on a temporary basis, if the CITY approves the absence of an assigned SRO for a period of absence in excess of two (2) days. 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.

2.04 **Applicable Policies and Standards.** The CITY shall ensure that the exercise of law enforcement powers by each assigned SRO shall be in compliance with the authority granted by applicable law. Each 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 and with applicable Florida law and SBBC policies. Pursuant to Section 1006.12, Florida Statutes ~~However, if SBBC’s policies conflict with a City/Department policy, the City/Department~~ SBBC’s policy shall take precedence with the exception of policies related to employment. Additionally, upon execution of this Agreement, SBBC shall provide the City with a complete copy of all SBBC’s policies applicable to the SRO program.

2.05 **Duties of SROs.** An SRO shall not function as a school disciplinarian or security officer specialist [KMJ3] 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 identification and prevention of juvenile delinquency (including substance abuse) through counseling and referral services);
- d) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law;
- e) 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;
- f) the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting;
- g) the presentation of educational programs concerning crime prevention and the rights, obligations and responsibilities of students as citizens; and
- 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.

2) The CITY, at ~~his/her~~ 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 will include SBBC as an additional insured upon the City's insurance policies with regard to any City's weapons and other property stored at any Participating School. 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.~~ [KMJ4]

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.

~~5) Upon~~ If at the conclusion of this Agreement, either party determines that they will not enter into anthis Agreement will not be renewed 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 renew said Agreement or by the end of the term of this Agreement, whichever, occurs last, [KMJ5] or such items shall become SBBC's property and SBBC may dispose of same and its contents as it sees fit and appropriate.

~~6.5) To the extent permitted by applicable law and without waiving sovereign immunity or any rights or limits to liability existing under Section 768.28, Florida Statutes, the City agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment with regard to the City's weapons and other property stored on SBBC property and stipulates 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 [D6] [KMJ7].~~

2.06 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.

2.07 SBBC Contact Persons. The principal at each Participating School shall be SBBC's on-site contact person for any SROs assigned to that school. In addition, this section confirms that SBBC's Superintendent of Schools has designated the Chief, Special Investigative Unit to serve as SBBC's liaison for the SRO Program.

2.08 Payment for SRO Program Services. SBBC shall pay to CITY the sum of Four Hundred Sixteen Thousand Dollars and 00/100 Cents (\$416,000.00). The CITY shall invoice SBBC for SRO services rendered under this Agreement in ten (10) monthly installments with the first invoice being delivered to SBBC in August, 2018; and subsequent invoices shall be delivered to SBBC on a monthly basis, with the final invoice delivered to SBBC in May, 2019. Each monthly invoice shall contain reference to the respective installment to which it pertains and the date of this Agreement. The monthly cost per SRO is Five Thousand Two Hundred Dollars and 00/100 Cents (\$5,200.00). Additionally, each monthly invoice shall be in the amount of Forty-One Thousand Six Hundred Dollars and 00/100 Cents (\$41,600.00). ~~However, the City shall make appropriate pro-rata reductions in the amount invoiced during any month in which emergency circumstances reduced the amount of SRO services provided by the City [KMJ8].~~ Upon certification by SBBC's contact person designated in Section 2.07 that the SRO services provided by the CITY were satisfactory, SBBC shall make payment for SRO services within thirty (30) days of its receipt of an invoice from the CITY for such services.

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.

(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 the CITY facility where such records are located 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 an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by CITY excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by the City. If the audit discloses billings or charges to which CITY is not contractually entitled, CITY shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand under otherwise agreed to in writing by both parties. [KMJ9]

(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

To ~~CHIEF~~ Police Department (KMJ10): ———Rick Maglione, Chief of Police
Fort Lauderdale Police Department
1300 West Broward Boulevard
Fort Lauderdale, Florida 33312

To CITY: Lee R. Feldman, City Manager
100 North Andrews Avenue
7th Floor
Fort Lauderdale, Florida 33301

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 Appropriations.** 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 apy 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 provisionis 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.~~ [KMJH]

3.078 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.

3.089 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 transfer 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, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.0949 Student Records: Notwithstanding any provision to the contrary within this Agreement, the CITY under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, or any other state or federal law or regulation, including Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and its implementing regulations (34 C.F.R. Part 99), regarding the confidentiality of student information and records. All CITY requests for student records made to SBBC shall be in compliance with this provision. The CITY represents, warrants, and agrees that it will: (1) hold the student records in strict confidence and will not use or disclose said Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by SBBC in writing. At the request of the District, the CITY agrees to provide SBBC with a written report of the student records and information disclosed to third parties. A breach of these confidentiality requirements shall constitute grounds for the immediate termination of this Agreement. The CITY agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC

arising out of a breach of this covenant by the CITY, or an officer, employee, agent, representative, contractor, or sub-contractor of the CITY to the extent that the CITY or an officer, employee, agent, representative, contractor, or sub-contractor of the CITY shall negligently violate the provisions of this section or of Sections 1002.22 and 1002.221, 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. 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.

3.1~~04~~ **Compliance with Laws.** Each party shall comply with all applicable federal, state ~~(including, but not limited to, the Marjory Stoneman Douglas High School Public Safety Act),~~ and local laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement. ~~However, nothing contained herein shall be construed as either party assuming the responsibility of the other party's obligations as defined by applicable law.~~ [KMJ12]

3.1~~12~~ **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.

3.1~~23~~ **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.

3.1~~34~~ **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.

3.1~~45~~ **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.1~~56~~ **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.

3.1~~67~~ **Incorporation by Reference.** **Exhibit A** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.1~~78~~ **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.

3.1~~89~~ **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.

3.1~~920~~ **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.

3.2~~01~~ **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.

3.2~~12~~ **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.

3.2~~23~~ **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.

3.2~~34~~ **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.

3.2~~45~~ **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

|

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Nora Rupert, Chair

Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

FOR CITY

CITY OF FORT LAUDERDALE, FLORIDA

LEE R. FELDMAN
CITY MANAGER

DATE

By: _____

DEAN J. TRANTALIS
MAYOR

DATE

[Municipal Seal]

ATTEST

JEFFREY A. MODARELLI
CITY CLERK

DATE

Approved as to Form:

BRADLEY H. WEISSMAN
ASSISTANT CITY ATTORNEY

DATE

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ on behalf

of the City of Ft. Lauderdale, Florida. He/She is personally known to me or produced

_____ as identification and did/did not first take an oath.

Type of Identification

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No

EXHIBIT A
LIST OF PARTICIPATING SCHOOLS

a) Participating Middle School:

New River (1 Officer)
Sunrise (1 Officer)
William Dandy (1 Officer)

b) Participating High School:

Fort Lauderdale (1 Officer)
Stranahan (1 Officer)

c) Participating Combination School:

Dillard 6-12 (2 Officers)

d) Participating Center:

Whiddon Rogers (1 Officer)