SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2021, 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; and

WHEREAS, the Parties desire to cooperate in meeting the needs of the community by engaging in educational opportunities that aim to increase understanding of social inequities and bridge institutional gaps.

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**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement commences on **August 18, 2021** and concludes on **June 9, 2022**.

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"). 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) – beginning August 18, 2021 through June 9, 2022
   2) New River (1 Officer) - beginning August 18, 2021 through June 9, 2022
   3) Sunrise (1 Officer) - beginning August 18, 2021 through June 9, 2022

b) High Schools
   1) Fort Lauderdale (1 Officer) - beginning August 18, 2021 through June 9, 2022
   2) Sheridan Technical (1 Officer) - beginning August 18, 2021 through June 9, 2022
   3) Stranahan (1 Officer) - beginning August 18, 2021 through June 9, 2022
   4) Dillard (6-12) (2 Officers) - beginning August 18, 2021 through June 9, 2022
   5) Seagull Alternative (1 Officer) - beginning August 18, 2021 through June 9, 2022

c) Other School
   1) Whiddon-Rogers Education Center (1 Officer) - beginning August 18, 2021 through June 9, 2022

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 his or her 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 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.

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.

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 his/her 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 his/her 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) days after its completion.

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 behavioral threat assessment meeting located at the respective Participating SBBC 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. 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 and provide SBBC with written certification of completion.

i) To the extent SROs have not completed training related to racial equity and best practices for interactions with persons who have intellectual or developmental disabilities, SBBC will provide 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;

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 Six Thousand One Hundred Twenty Dollars and 00/100 Cents ($6,120.00) per SRO per month in the 2021-2022 school year as more specifically stated below as follows:

Participating Schools	No. of SROs	Duration (Months)	2021-2022 Monthly cost per SRO	2021-2022 Monthly cost per Participating SBBC School	2021-2022 Yearly cost per SRO	2021-2022 Yearly cost per Participating SBBC School
Middle Schools						
1. William Dandy	1	10	$6,120,00	$6,120,00	$61,200.00	$61,200.00
2. New River	1	10	$6,120,00	$6,120,00	$61,200.00	$61,200.00
3. Sunrise	1	10	$6,120,00	$6,120,00	$61,200.00	$61,200.00
High Schools						

1. Fort Lauderdale	1	10	$6,120,00	$6,120,00	$61,200.00	$61,200.00
2. Sheridan Technical	1	10	$6,120,00	$6,120,00	$61,200.00	$61,200.00
3. Stranahan	1	10	$6,120,00	$6,120,00	$61,200.00	$61,200.00
4. Dillard (6-12)	2	10	$6,120,00	$12,240.00	$61,200.00	$122,400.00
5. Seagull Alternative	1	10	$6,120,00	$6,120,00	$61,200.00	$61,200.00
Other School						
1. Whiddon-Rogers Education Center	1	10	$6,120,00	$6,120,00	$61,200.00	$61,200.00
Total	10			$61,200.00		$612,000.00

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**. 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 August, September, October, November, December, 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 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 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, 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 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, 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, Interim 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 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 will immediately terminate this Agreement. Termination 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 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. 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 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 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 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 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 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.** The performance and obligations of SBBC under this Agreement is 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 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 will accrue to SBBC if 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. 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 Behavioral Threat Assessment Team Member at a behavioral threat assessment 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 Behavioral Threat Assessment Meeting who have signed as a team member, SBBC will provide the SRO, upon his/her request at the meeting, with the education records used and discussed during the SROs participation in the Behavioral Threat Assessment Meeting at the respective Participating SBBC School. In addition, the Behavioral Threat Assessment document shall be provided to the SRO at the conclusion of the threat assessment meeting upon request by the signatory SRO.

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

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 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.

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 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 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) 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 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 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 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 Mayor or Chief Executive Officer 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.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By:_____
Dr. Rosalind Osgood, Chair

ATTEST:

_____
Dr. Vickie L. Cartwright
Interim Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

FOR CITY

CITY OF FORT LAUDERDALE, FLORIDA

_____	_____	By: _____	_____
CHRIS LAGERBLOOM	DATE	DEAN J. TRANTALIS	DATE
CITY MANAGER		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 this _____ day of

_____, 20___ by _____ on behalf

of the City of Fort 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.