

DAVIE POLICE DEPARTMENT MEMORANDUM

TO: Robert Rawls, Interim Town Administrator

THROUGH: Robert McDaniel, Interim Police Chief

FROM: John R. Tucker, Major

DATE: 15 April 99

SUBJECT: Proposed Resolution-Broward County School Board Agreement
Elementary School Resource Officer

This is the annual agreement between the School Board of Broward County and the Town of Davie, for the 1999-00 school year. The agreement provides a Police Officer, assigned as a School Resource Officer, one day a week to each of the seven elementary schools at \$12,000., per year. The Officer pay is \$4,115 monthly and the School Board reimburses the Town of Davie \$1,200 of that amount, per month. We were advised by Mrs. Annie Gillespie, the Broward County School Board Coordinator for School Resource Officers for all elementary schools in Broward County, that the Town of Davie is the only municipality in Broward County that is paid under the SRO Program.

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY AND THE TOWN OF DAVIE SUBJECT TO BUDGETARY APPROVAL TO PROVIDE SCHOOL RESOURCE OFFICER PROGRAM FOR SEVEN ELEMENTARY SCHOOLS OF DAVIE

WHEREAS, the Town Council recognizes the many important services that the School Resource Officer provides for the youth of the community and the Police Department; and

WHEREAS, the Town recognizes the positive image of the Town of Davie and the criminal justice system that the School Resource Officer provides; and

WHEREAS, these services and the positive image enhances the community as a whole; and

WHEREAS, the Town Council wishes to continue to provide this service to our youth and their families subject to budgetary approval.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council hereby authorizes the Mayor to enter into and agreement between the Town of Davie and the School Board of Broward County, a copy of which is attached hereto as Exhibit "A", for purposes of acknowledging and accepting the terms and condition set forth herein.

SECTION 2. That the Mayor is hereby authorized to execute the original agreement on behalf of the Town of Davie acknowledging and accepting the terms and conditions, subject to budgetary approval, as set forth herein.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 1999

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 1999

AGREEMENT

This AGREEMENT ("Agreement"), made and entered into the _____ day of _____, 1999 by and between:

**TOWN OF DAVIE, Florida
a municipal corporation
(hereinafter referred to as "TOWN")**

AND

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301
(hereinafter referred to as "BOARD")**

WITNESSETH:

WHEREAS, the BOARD has established a School Resource Officer Program, (hereinafter referred to as "SRO Program") pursuant to Section 230.2318, Florida Statutes; and

WHEREAS, the BOARD desires TOWN to have police officers serve as School Resource Officers in several schools located within the Town of Davie, Florida; and

WHEREAS, the TOWN and the BOARD understand that the SRO Program is established for the purposes set forth in Section 230.2318, Florida Statutes; including assistance in the prevention of juvenile delinquency through programs specifically developed to respond to those factors and conditions which give rise to delinquency; and

WHEREAS, the TOWN and the BOARD realize the SRO Program is a great benefit to school administration, students and the community as a whole.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

SECTION 1. DUTIES AND RESPONSIBILITIES OF TOWN

1.01 TOWN shall provide one (1) police officer, assigned as a School Resource Officer, (hereinafter referred to as "SRO") one day a week to each of the following schools operated by the BOARD:

- | | |
|--------------------------------|---------------------------------------|
| Davie Elementary | Nova Blanche Forman Elementary |
| Flamingo Elementary | Nova Eisenhower Elementary |
| Fox Trail Elementary | Silver Ridge Elementary |
| Hawkes Bluff Elementary | |

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- 1.02 School Resource Officer shall abide by School Board Policies, as they relate to School Resource Officers, the School Resource Officer Standard Operating Procedure Manual and Florida Statute 230.2318. The SRO shall consult and coordinate instructional activities through the principal. Activities conducted by the School Resource Officer which are part of the regular instruction program of the school shall be under the direction of the principal. The BOARD shall maintain control over the content of educational programs and instructional materials.
 - 1.03 The SRO will provide to students instruction in various aspects of law enforcement and education.
 - 1.04 TOWN shall be responsible for the control and direction of all aspects of employment of the police officer assigned to the SRO Program.
 - 1.05 TOWN shall ensure that the exercise of the law enforcement powers by the SRO is in compliance with the authority granted by law.
 - 1.06 TOWN shall hold harmless the BOARD for any injuries suffered by School Resource Officers arising under their employment with the SRO Program.
 - 1.07 The SRO shall not function as a school disciplinarian or security officer, and shall not intervene in the normal disciplinary actions of the school system, nor be used to witness any disciplinary procedures in the school. The SRO, at all times, will be expected to act within the scope of authority granted by law. The SRO will perform duties including:
 - (a) To perform law enforcement functions within the school setting.
 - (b) To identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.
 - (c) To foster a better understanding of the law enforcement function.
 - (d) To develop positive concepts of law enforcement.
 - (e) To develop a better appreciation of citizen rights, obligations and responsibilities.
 - (f) To provide information about crime prevention.
 - (g) To provide assistance and support for crime victims identified with the school setting, including abused children.
 - (h) To promote positive relations between students and law enforcement officers.
 - (i) To enhance knowledge of the fundamental concept and structure of law.

- 1.08 The police officer may be changed during the course of the agreement by the Town, however, there shall be at least one officer assigned. The SRO shall be on duty at the school during regular school hours when students are required to attend and when the required SRO training programs are conducted, unless police department emergency needs or law enforcement requirements prohibit. Whenever possible, a replacement police officer should be assigned, on a temporary basis, if the absence of the existing officer is approved by the TOWN and exceeds two (2) days.
- 1.09 The SRO shall not be required to attend extra-curricular activities which are held beyond his/her regular work day or requires the SRO to leave his/her jurisdiction.

SECTION 2. DUTIES AND RESPONSIBILITIES OF BOARD

- 2.01 The principal at the designated school shall be the on-site contact person for the SRO. The Interim Superintendent of Schools shall designate the Supervisor, School/Community Affairs, to serve as the district's liaison for the program.
- 2.02 BOARD shall pay to TOWN the sum of twelve thousand dollars (\$12,000.00) per officer for the School Resource Officer Program.
- 2.03 Beginning September 1999, payments shall be made in ten installments upon the submission of monthly invoices by the TOWN and certification by the principal or his/her designee that the services rendered were satisfactory. The monthly payment of twelve hundred dollars (\$1,200.00) shall be made within thirty days of receipt of the invoice.

SECTION 3. TERM OF AGREEMENT

- 3.01 This agreement shall be made for a 10-month term beginning the 24th day of August 1999 through the 16th day of June 2000.
- 3.02 This agreement shall continue in effect until the duration of the term described in paragraph 3.01 or until terminated by either of the parties in accordance with the terms listed in Section 4 below.

SECTION 4. TERMINATION

- 4.01 Either party may terminate this agreement by serving written notice upon the other party at least thirty (30) days in advance of such termination.

SECTION 5. SUMMER SCHOOL

- 5.01 In the event the BOARD provides summer school at any middle or high school within the municipal boundaries of the TOWN during the summer of 2000, the TOWN if requested in writing by June 1, 2000 by the principal of those schools having summer school, may at its discretion provide a School Resource Officer for those schools during the six week summer session. All duties stipulated in this Agreement shall be in full effect during the summer session.
- 5.02 The compensation for School Resource Officers during the 2000 Summer School period shall be determined by the number of contracted service hours provided by the TOWN at \$8.60 per hour.

SECTION 6. INVALID PROVISION

- 6.01 Should any part of this Agreement be declared invalid by a court of law, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if the invalid portion was never a part of this Agreement when it was executed. Should the severance of any part of this Agreement materially affect any other rights or obligations of the parties hereunder, the parties hereto negotiate in good faith to amend this agreement in a manner to the parties. Failing agreement on such amendment, either party may by notice in writing, terminate this Agreement forthwith subject to the provisions of this Agreement relating to termination.

SECTION 7. INDEMNIFICATION

- 7.01 The BOARD agrees to indemnify and save harmless the TOWN for any liability whatsoever arising out of the negligent acts of the Board's employees or agents in directing the School Resource Officers in the performance of their instructional programs. The TOWN agrees to indemnify and save harmless the School Board of any liability whatsoever arising out of the negligent acts of the School Resource Officer as it relates to employment as defined in Florida State Statute 230.2318. Nothing in this Agreement shall be construed to affect in any way the TOWN or the BOARD'S rights, privileges, and immunities, including sovereign immunity as provided by law as set forth in Florida State Statute 768.28.

SECTION 8. ASSIGNMENT

- 8.01 Neither party to the Agreement shall, directly or indirectly, assign or purport to assign this Agreement or any of its rights or obligations in whole or in part to any third party without the prior written consent of the other party.

SECTION 9. NO WAIVER

9.01 The failure of either party to enforce at any time any of the provisions, rights, or to exercise any elections provided, shall in no way be considered to be a waiver of such provisions, rights or elections or in any way effect the validity of this Agreement. The failure to exercise by either party any of its rights herein or any of its elections under the terms or conditions herein contained shall not preclude or prejudice it from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

SECTION 10. COMPLETE AGREEMENT

10.01 This Agreement is the complete Agreement of the parties; may be amended or modified only in writing; and supersedes, cancels and terminates any and all prior agreements or understandings of the parties, whether written or oral, concerning the subject matter hereof.

SECTION 11. CHOICE OF LAW

11.01 This Agreement shall be governed by and construed and interpreted according to the laws of the State of Florida. It shall be binding upon and inure to the benefit of the successor of the TOWN and BOARD.

SECTION 12. NOTICES

12.01 All notices or other communications required or permitted by this Agreement shall be in writing and deemed effectively delivered if mailed by certified mail, return receipt requested, or delivered personally to the following persons and addresses unless otherwise specified herein:

Mr. Robert G. McDaniel, Interim Chief of Police
Davie Police Department
6901 Southwest 45th Street
Davie, Florida 33314

OR

Dorothy J. Orr, Ed. D., Interim Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and the year first above written.

ATTEST:

TOWN OF DAVIE,
a municipal corporation of
the State of Florida

TOWN CLERK

BY: _____
MAYOR

APPROVED AS TO FORM:

BY: _____
TOWN ATTORNEY

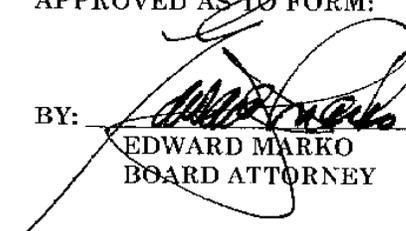
THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

BY: _____
LOIS WEXLER, CHAIRPERSON

ATTEST:

DOROTHY J. ORR, Ed.D.
INTERIM SUPERINTENDENT
OF SCHOOLS

APPROVED AS TO FORM:

BY: 
EDWARD MARKO
BOARD ATTORNEY