

# TOWN OF DAVIE

## TOWN COUNCIL AGENDA REPORT

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Chief John George/693-8320

**SUBJECT:** Resolution

**TITLE OF AGENDA ITEM:** 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 A SCHOOL RESOURCE OFFICER PROGRAM FOR WESTERN HIGH SCHOOL, INDIAN RIDGE MIDDLE SCHOOL AND SEVEN ELEMENTARY SCHOOLS IN THE TOWN OF DAVIE.

**REPORT IN BRIEF:** This is the annual agreement between the School Board of Broward County and the Town of Davie, for the 21002-2003 school year. The agreement provides for one police officer to each of the identified schools and one police officer to work for a full school calendar year to the seven elementary schools. The school board reimburses the Town \$1,200 per month, per officer. The high school and middle school utilize the SRO's for their summer school programs at \$8.60 per hours, per officer, as determined by the number of contracted service hours. During the remaining summer break, holidays, teacher workdays, etc., these officers are utilized in various areas of the Support Service Division.

**PREVIOUS ACTIONS:** This agreement between the Broward County School Board and the Town of Davie is executed annually for the School Resource Officer Program.

**CONCURRENCES:** N/A

**FISCAL IMPACT:**

Has request been budgeted? This is not a budgeted item. This is a reimbursement in the amount of \$3,600 for SRO Officers per month for 10 months or \$36,000 per year.

If yes, expected cost:

Account Name:

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments:

**RECOMMENDATION(S):** Motion to approve resolution

**Attachment(s):**

Resolution

Original Agreement

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 A SCHOOL RESOURCE OFFICER PROGRAM FOR WESTERN HIGH SCHOOL, INDIAN RIDGE MIDDLE SCHOOL AND SEVEN ELEMENTARY SCHOOLS IN THE TOWN 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 of the Town of Davie hereby approves the Mayor to enter into an 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 conditions 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 \_\_\_\_\_, 2002

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:



## **AGREEMENT**

**THIS AGREEMENT** made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2002,  
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

**TOWN OF DAVIE**  
(hereinafter referred to as "TOWN"),  
whose principal place of business is  
1230 S. Nob Hill Road  
Davie, Florida 33314

**WHEREAS**, the SBBC has established a School Resource Officer Program, (hereinafter referred to as "SRO Program") pursuant to applicable, Florida Statutes; and

**WHEREAS**, the SBBC desires the TOWN to have police officers serve as School Resource Officers (hereinafter referred to as "SRO") in several schools located within Broward County, Florida; and

**WHEREAS**, the TOWN and the SBBC understand that the SRO Program is established for the purposes set forth under Florida Law; 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 SBBC realize the SRO Program is a great benefit to school administration, students and the community as a whole.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) 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 Duties And Responsibilities.** TOWN shall provide one (1) police officer to each of the following secondary schools and one (1) police officer to work for a full school calendar year to the listed seven (7) elementary schools operated by the SBBC:

Western High

Indian Ridge Middle

Davie Elementary  
Flamingo Elementary  
Fox Trail Elementary  
Hawkes Bluff Elementary

Nova Blanche Forman Elementary  
Nova Eisenhower Elementary  
Silver Ridge Elementary

**2.02 Abiding By Policies And Standards.** The 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 applicable Florida law. The SRO shall consult and coordinate instructional activities through the principal. Activities conducted by the SRO which are part of the regular instruction program of the school shall be under the direction of the principal. The SBBC shall maintain control over the content of educational programs and instructional materials.

**2.03 Student Instruction.** The SRO will provide to students instruction in various aspects of law enforcement and education.

**2.04 Employment.** TOWN shall be responsible for the control and direction of all aspects of employment of the police officer assigned to the SRO Program.

**2.05 Law Enforcement Authority.** TOWN shall ensure that the exercise of the law enforcement powers by the SRO is in compliance with the authority granted by law.

**2.06 Hold Harmless.** To the extent permitted by law, TOWN shall hold harmless the SBBC for any injuries suffered by SRO's arising under their employment with the SRO Program.

**2.07 School Resource Officer Duties.** 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 interaction and enhance relations between students and law enforcement officers;
- (i) To enhance knowledge of the fundamental concept and structure of law; and

**2.08 School Resource Officer Assignment** The police officer may be changed during the course of the agreement by the TOWN, however, there shall be at least one police 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 the 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 four (4) days.

**2.09 Principal/Coordinator, School Safety & School Resource Officer.** The principal at the designated school shall be the on-site contact person for the SRO. The Superintendent of Schools shall designate the Coordinator, School Safety and School Resource Officer to serve as the district liaison for the program.

**2.10 SBBC Shall Pay.** SBBC shall pay to TOWN the sum of Twelve Thousand Dollars (\$12,000.00) per officer for the SRO Program.

**2.11 Monthly Payments.** Beginning September 2002 payments shall be made in ten (10) 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 three thousand six hundred dollars (\$3,600.00) shall be made within thirty days of receipt of the invoice.

**2.12 Term Of Agreement.** This agreement shall be made for a 10-month term beginning the 20<sup>th</sup> day of August 2002 through the 12<sup>th</sup> day of June 2003.

**2.13 Agreement Duration.** This agreement shall continue in effect until the duration of the term described in Section 2.12 or until terminated by either of the parties in accordance with the terms listed in Section 3.04 below.

**2.14 Summer School.** In the event the SBBC provides summer school at any middle or high school within the boundaries of the TOWN during the summer of 2003. The principals of these schools having a summer school program may request the TOWN to provide a School Resource Officer for those schools during the six week summer session. Any requests for provision of School Resource Officers for a summer school program shall be made to the TOWN in writing by the school principal. It is within the TOWN'S sole discretion to grant or deny any request for a School Resource Officer for a summer school program. If the TOWN agrees to provide a School Resource Officer for a summer school program, all obligations stipulated in this Agreement shall be in full effect during the summer school session.

**2.15 Summer School Compensation.** The compensation for School Resource Officers during the 2003 Summer School period shall be determined by the number of contracted service hours provided by the TOWN at \$8.60 per hour.

**2.16 Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

### **ARTICLE 3 – GENERAL CONDITIONS**

**3.01 No Waiver of Sovereign Immunity.** Nothing contained in this Agreement, including but not limited to the Indemnification section of Article 2, is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

**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 manner arising out of any contract.

**3.03 Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, martial status, disability or sexual orientation.

**3.04 Termination.** This Agreement may be canceled by either party during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement.

**3.05 Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

**3.06 Entire Agreement.** This document incorporates and include 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.

**3.07 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.

**3.08 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.

**3.09 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. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**3.10 Compliance with Laws** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

**3.11 Governing Law.** 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.

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

**3.13 Assignment.** Neither this Agreement or 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.

**3.14 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.

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

**3.16 Serverability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforcability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

**3.17 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:** Franklin L. Till, Jr., Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

**With a Copy to:** Joe Melita, Executive Director  
Professional Standards and  
Special Investigative Unit  
The School Board of Broward County, Florida  
7720 West Oakland Park Boulevard, Suite 303  
Sunrise, Florida 33351

**Town of Davie:** John George, Chief of Police  
Davie Police Department  
1230 S. Nob Hill Road  
Davie, Florida 33314

**With a Copy to:** \_\_\_\_\_  
Name to be Provided by School  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Address

**3.18 Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience 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 effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

**3.19 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.

3.20 **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 refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

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

**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Dr. Robert D. Parks, Chairperson

\_\_\_\_\_  
Franklin L. Till, Jr., Superintendent of Schools

Approved as to Form:

\_\_\_\_\_  
School Board Attorney

**FOR THE TOWN OF DAVIE**

(Corporate Seal)

TOWN OF DAVIE

By \_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_

Approved As To Form

\_\_\_\_\_  
TOWN ATTORNEY

**The Following Notarization is Required for Every Agreement Without Regard to Whether the City Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ on behalf of the corporation/agency.

He/She is personally known to me or produced \_\_\_\_\_ as \_\_\_\_\_ identification and did/did not first take an oath.

My Commission Expires:

\_\_\_\_\_  
Signature – Notary Public

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.

(SEAL)