

**SCHOOL RESOURCE OFFICER AGREEMENT
SOMERSET ACADEMY**

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2020,
by and between:

CITY OF PEMBROKE PINES, FLORIDA
A Florida municipal corporation
9500 Pines Boulevard
Pembroke Pines, Florida 33026
(hereinafter "City")

AND

SOMERSET ACADEMY, INC.
A Florida corporation
Governing Board
20801 Johnson Street
Pembroke Pines, FL 33029
("Somerset")

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

WHEREAS, the Governing Board for Somerset operates two (2) Charter Schools in Pembroke Pines, located at 20801 Johnson Street (Johnson Street Campus) and 19620 Pines Boulevard (Pines Boulevard Campus); and,

WHEREAS, Somerset desires that the City provide a law enforcement officer to serve as its School Resource Officer (hereinafter "SRO") at both the Johnson Street Campus and the Pines Boulevard Campus, and the City is willing to assign a law enforcement officer to serve as an SRO at each of the two campuses under the SRO Program and in accordance with Marjory Stoneman Douglas High School Public Safety Act; and

WHEREAS, the City, through its City Commission and Somerset, through its Governing Board, 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 (hereinafter referred to as "Agreement") to accomplish the purposes expressed herein; and

WHEREAS, the City and Somerset understand and agree that the SRO Program is established for the purposes set forth under applicable Florida law including assistance in the prevention of juvenile delinquency through the provision of programs specifically developed to respond to those factors and conditions that give rise to delinquency; now, therefore

IN CONSIDERATION of the premises and of the mutual covenants contained herein the parties hereby agree as follows:

ARTICLE 1-RECITALS

1.1 **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

2.1 **Term of Agreement.** Notwithstanding the dates of approval and execution of this School Resource Officer Agreement, the term of this Agreement shall be July 1, 2020 through June 30, 2021, unless terminated by either party in accordance with Section 3.4 of this Agreement (hereinafter referred to as the "Term").

2.2 **Assignment of School Resource Officer.** The City shall assign one law enforcement officer to serve as an SRO at the Johnson Street Campus and one law enforcement officer to serve as an SRO at the Pines Boulevard Campus. The City may change the law enforcement officer assigned to participate as an SRO at a campus at any time during the Term of this Agreement. Unless precluded by law enforcement requirements or emergency circumstances, the City shall at all times maintain the SROs on duty during those regular school hours during which students are required to be in attendance and shall attend any required SRO training programs conducted by the City.

2.3 **Employment of School Resource Officer.** The City shall at all times be responsible for all aspects of the employment, control and direction of the law enforcement officers assigned as an SRO under this Agreement. Nothing within this Agreement is intended to create an employment or agency relationship between Somerset and any law enforcement officer assigned by the City to participate in the SRO Program. All compensation, salaries, wages, benefits and other emoluments of employment payable to the SRO shall be the sole responsibility of the City.

2.4 **Applicable Policies and Standards.** The City shall ensure that the exercise of law enforcement powers by the SROs shall be in compliance with the authority granted by applicable law. The law enforcement officers assigned to the SRO Program shall perform their duties as SROs in accordance with the School Resource Officer Standard Operating Procedure Manual adopted by The School Board of Broward County, Florida (SBBC), and with applicable Florida law. However, in the event that there is a conflict between SBBC Policy and a City Policy, the City policy shall prevail.

2.5 **Duties of School Resource Officer.** The SROs shall not function as a school disciplinarian or security officer, shall not intervene in the normal disciplinary actions of Somerset, and shall not be used as a witness to any disciplinary procedures or actions at Somerset. The SROs shall at all times act within the scope of authority granted to the SRO by applicable law. The SROs shall perform duties including, without limitation, the following:

- a. the performance of law enforcement functions within the school setting;
- b. the identification and prevention of juvenile delinquency (including substance abuse) through counseling and referral services;

- c. the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law;
- d. the development of positive student concepts of the law enforcement community and promotion of positive interaction and enhanced relations between students and law enforcement officers;
- e. the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting; and
- f. the presentation of educational programs concerning crime prevention and the rights, obligations and responsibilities of students as citizens.
- g. SRO shall participate as a Behavioral Threat Assessment Team Member at a behavioral threat assessment meeting located at Somerset. As a Behavioral Threat Assessment Team Member, the SRO may assist Somerset in gathering information, evaluating facts, and helping to make institutional determinations, such as whether a health or safety emergency exists, and how Somerset should respond.

2.6 Student Instruction. Somerset shall at all times maintain control over the content of any educational programs and instructional materials provided at the campuses including those provided through the SRO Program. The SRO may provide instructional activities to the students at the campuses in areas of instruction within an SRO's experience, education and training. Any activities conducted by the SROs as part of the regular instructional program of Somerset shall be provided upon prior consultation and coordination with the school principal.

2.7 Academy Contact Persons. The Principal at a campus shall be the on-site contact person for the SRO assigned to the campus. In addition, this Section confirms that the City has designated the Chief of Police to serve as the City's contact person for the SRO Program.

2.8 Payment for SRO Program Services. Somerset shall pay to the City the sum of Seventy Eight Thousand Five Hundred and Sixty-Six Dollars (\$79,398.00) per SRO per school year, for a total of One Hundred Fifty Seven Thousand One Hundred and Thirty Two Dollars (\$158,796.00) per school year, for the SROs assigned by the City to the campuses under the Term of this Agreement.

- a. The City shall invoice Somerset in ten (10) monthly installments for SRO services rendered under this Agreement and invoices shall be delivered to Somerset on a monthly basis (August 2020 to May 2021 for a total of 10 months) in the amount of Fifteen Thousand Seven Hundred Thirteen and 20/100 (\$15,879.60) (August 1, 2020 to May 1, 2021).
- b. However, the City shall make appropriate pro rata reductions in the invoiced amount during any month when law enforcement requirements or emergency circumstances, precluded the City from providing SRO services. Upon certification by the principal at the campus affected by such absence that the services rendered were satisfactory, payment for SRO services shall be made by Somerset within thirty (30) days of receipt of the invoice for such services.

2.9 **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.

2.10 **Gun Safe.** In the event the parties desire to have a gun safe installed on the campus, they will agree to the terms for such, including location, use and access, in a separate written document signed by the City's Police Chief and an authorized representative of Somerset.

ARTICLE 3 - GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by the City or Somerset.

3.2 **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.

3.3 **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, marital status, disability or sexual orientation.

3.4 **Termination.** This Agreement may be canceled with or without cause by either party during the Term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement, including should Somerset be placed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or becomes engaged in a boycott of Israel.

3.5 **Records.** The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. Somerset shall comply with Florida's Public Records Law. Specifically, Somerset shall:

- a. Keep and maintain public records required by the City to perform the service;
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Academy shall

destroy all copies of such confidential and exempt records remaining in its possession after Somerset transfers the records in its possession to the City; and

d. Upon completion of the contract, Somerset shall transfer to the City, at no cost to the City, all public records Somerset's possession. All records stored electronically by Somerset must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

e. The failure of Somerset to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement.

IF SOMERSET HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SOMERSET'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com**

3.6 **Entire 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.

3.7 **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.

3.8 **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.

3.9 **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.

3.10 **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.

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

3.12 **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 Somerset.

3.13 **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.

3.14 **Place of Performance.** All obligations of the City 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 **Severability.** 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, unenforceability 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.

3.16 **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:

City: Kipp Shimpeno, Chief of Police
9500 Pines Boulevard
Pembroke Pines, Florida 33026

Academy: Somerset Academy, Inc.
Attn: _____

20801 Johnson Street
Pembroke Pines, Florida 33029

3.17 **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.

3.18 **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.

3.19 **Scrutinized Companies.** Academy, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

- a. Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or
- b. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
 - ii. Is engaged in business operations in Syria.

3.20 COVID-19. The parties are aware of the current COVID-19 Pandemic and shall follow Center for Disease Control guidelines to reduce the risk of exposure to COVID-19.

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed:

CITY OF PEMBROKE PINES,
a Municipal corporation of the
State of Florida

CHARLES F. DODGE, City Manager

ATTEST:

MARLENE GRAHAM, City Clerk

APPROVED as to form and legality
for the use and reliance of the
City of Pembroke Pines, Florida, only

David B. [Signature] 8/19/20
CITY ATTORNEY

SOMERSET ACADEMY, INC.

By: *[Signature]*

Bernardo Montero, Principal
Printed Name, Title

DATED August 17,, 2020.