

**Security Agreement  
Between  
The School Board of Palm Beach County, Florida  
and  
the City of Delray Beach, through its Police Department**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2018, by and between The School Board of Palm Beach County, Florida, a political subdivision of the State of Florida (also referred to as “Palm Beach County School District” or “PBCSD” or “Requesting Agency” ), whose principal place of business is 3300 Forest Hill Blvd, West Palm Beach, Florida 33406, hereinafter referred to as PBCSD, and the the City of Delray Beach, by and through its Police Department (“DBPD”), a department of the City of Delray Beach, whose principal place of business is 300 W. Atlantic Avenue, Delray Beach, FL 33444, (also referred to as “Law Enforcement Agency or “Assisting Agency”).

As authorized by the Palm Beach County Law Enforcement Agencies Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement (“Mutual Aid Agreement”) entered into in 2016, which terms, conditions, and provisions are hereby incorporated, the parties enter into this Agreement for the Law Enforcement Agency to provide municipal police officers on non-charter public school campuses. The municipal police officers, acting under this Security Agreement, shall have the same powers and authority as school safety officers while acting under the Mutual Aid Agreement. The terms of this Security Agreement are not intended to modify the terms and conditions of the Mutual Aid Agreement, which shall remain in full force and effect.

**Article I: Purpose**

In light of the Marjory Stoneman Douglas High School tragedy and the enactment of amendments to Florida Statute 1006.12 *Safe-school officers at each public school* on March 9, 2018, it is the intent of both parties to work collaboratively to ensure a law enforcement presence at each District-operated Palm Beach County school. Law Enforcement Agency commits to providing Law Enforcement Agency Officers (“LEAO”s) at schools, through the use of extra duty assignments, while the School District of Palm Beach County Police Department (“SDPBCPD”) works to hire additional full-time school police officers to staff a minimum of one school police officer at every non-charter District-operated school.

**Article II – Responsibility of Law Enforcement Agency**

The Law Enforcement Agency will be responsible for assigning LEAOs to provide security services at agreed upon schools, upon request by the SDPBCPD. In accordance with Section 6G of the Mutual Aid Agreement, Law Enforcement Agency will invoice SDPBCPD for the hourly cost of each LEAO at the agreed upon rate provided in Exhibit A. In the event of a fee dispute between the parties, the Law Enforcement Agency shall continue to provide the services under this Agreement while the dispute is being resolved.

After the dispute is not resolved within ten (10) days, the Law Enforcement Agency may cease providing services under the Agreement.

### **Qualifications for Assignment**

1. To comply with the provisions of F.S. 1006.12(2), LEAOs assigned will have undergone criminal background checks, drug testing and a psychological evaluation and be certified law enforcement officers, as defined in F.S. 943.10(1), and must be employed by the Law Enforcement Agency as defined in F.S. 943.10(4). The powers and duties of the LEAO shall continue throughout the LEAO's assignment at a school.
2. Assigned LEAOs shall abide by District School Board policies and shall consult with and coordinate activities through the school principal, but shall be responsible to the Law Enforcement Agency in all matters relating to employment, subject to this Agreement.
3. Law Enforcement Agency will ensure LEAOs assigned have completed SDPBCPD online orientation training prior to assignment to a school. Additional training may be required by the PBCSD.

### **Roles and Responsibilities of Law Enforcement Agency Officers**

1. LEAOs will report to assigned school one-half hour prior to the start of school and will remain on campus for one-half hour after school.
2. The LEAO is to maintain a visual presence at the entrance to the school at arrival and dismissal times and shall move throughout the school during the school day, checking access/egress points and overall security of campus.
3. The LEAO will act as first responder to any acts of violence which threaten students, staff or parents on the school campus and will call for assistance when needed.
4. Non-criminal violations of student conduct are the responsibility of school administrators. The services performed by the LEAO under this Agreement are to respond to matters pertaining to student safety, not to enforce school discipline or punish students. The LEAO shall not be involved in any situation that can be safely and appropriately handled by the District's internal disciplinary procedures. Incidents involving public order offenses committed by students, including but not limited to disorderly conduct, disturbance/disruption of schools or public assembly, loitering, trespass, profanity, dress code violations and fighting that does not involve physical injury or a weapon shall be considered school discipline issues to be handled by school officials unless LEAO involvement is necessary to protect the physical safety of students or school personnel.
5. The LEAO shall communicate with students and/or parents in a language students and/or parents understand. If the LEAO representative does not speak the same language as the student/parent, the LEAO shall request from PBCSD an appropriate interpreter designated for such purposes.
6. The LEAO will cooperate and participate as necessary in the School Board's expulsion hearing process if requested by the Superintendent of Schools or his/her legal counsel.

7. LEAOs shall adhere to the Law Enforcement Agency's Standard Operating Procedures/General Orders (written policies).
8. The Law Enforcement Agency is responsible for conducting use of force investigations involving its LEAO.
9. School site administrators are responsible for all personnel at SDPBC school sites. As such, LEAOs must work cooperatively with school site administration. LEAOs must remain responsive to the chain of command within the Law Enforcement Agency and the LEAO's primary supervisor shall be designated by Law Enforcement Agency.
10. When the LEAO learns of an incident which requires him/her to take lawful action, the LEAO must report incident to SDPBCPD and school site administration immediately. School incidents garner significant media attention; therefore, it is imperative the SDPBCPD learn about such incidents from the LEAO in an expedited manner so SDPBCPD can make appropriate notification within the PBCSD. This does not preclude the LEAO from taking immediate and necessary action during exigent circumstances. The LEAO must also inform the school principal and/or designee of said action.
11. The LEAO shall wear the official Law Enforcement Agency uniform at all times while on duty at the school.
12. The LEAO agrees not to unlawfully discriminate against any student in any manner whatsoever on account of race, creed, color, age, sexual orientation, gender identity or expression, religion, handicap, national origin, or marital status.

### **Article III – Responsibility of SDPBCPD**

The SDPBCPD will be responsible for providing a list of schools, calendar of school days and scheduled school times that require a LEAO be assigned. For purposes of this provision, authority is delegated to the PBCSD's Chief of Police, with approval of the PBCSD's Chief Operating Officer, to assign and modify, from time to time, the specific schools for which that LEA will provide LEAOs without further approval of the School Board.

To assist Law Enforcement Agency with scheduling of LEAOs, SDPBCPD will provide Law Enforcement Agency reasonable notice of schools that need coverage.

SDPBCPD is responsible for providing online orientation training that will include information pertaining, but not limited to, SDPBC policy and procedures, lockdown and evacuation procedures, and confidentiality expectations as they relate to State and federal law, and for tracking online course completions, and relaying completion information to the Law Enforcement Agency, prior to LEAOs being assigned to a school.

SDPBCPD will verify invoices submitted and will submit to Accounting for prompt payment or notify Law Enforcement Agency of discrepancy within five business days of receipt.

### **Article IV - Confidentiality of Student Information**

Law Enforcement Agency is subject to all School Board obligations relating to compliance with student records confidentiality laws. By signing this Agreement, Law Enforcement Agency acknowledges and agrees to comply with the Family Educational Rights and

Privacy Act (FERPA) and all State and Federal Laws relating to the confidentiality of student records.

Law Enforcement Agency may receive student information. Since parental consent will not be obtained and Law Enforcement Agency has legitimate educational interests in the information, Law Enforcement Agency shall hereby be deemed a "school official" in accordance with School Board Policy 5.50 and shall enter into the Addendum concerning student information (PBSD 2220) which is attached hereto and incorporated herein as Exhibit B.

#### **Article V - Dispute Resolution**

In the event of a conflict, the School Principal shall report the issue to the School Police Chief. The School Police Chief will then contact the LEAO's Chief of Police to determine a mutually agreeable resolution of the issue.

#### **Article VI - Term of the Agreement**

Such activities as described herein will commence on July 1, 2018, or upon signature of both parties, and expire two (2) years thereafter on June 30, 2020, and thereafter upon consent of both parties, may be renewed for a one-year term, for up to three additional years.

#### **Article VII - Entire Agreement**

It is understood and agreed that this Agreement contains the complete understanding and agreement of the parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents or representatives of either party shall be binding on either party as a warranty or otherwise, except as expressly set forth herein.

#### **Article VIII - Governing Law; Venue**

This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Palm Beach County. All parties shall be responsible for their own attorneys' fees.

#### **Article IX - Written Notice Delivery**

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

The address for the Law Enforcement Agency for all purposes under this agreement and for all noticed hereunder shall be:

Law Enforcement Agency: Delray Beach Police Department  
Attn: Chief Jeffrey Goldman  
300 W. Atlantic Avenue  
Delray Beach, FL 33444

The addresses for The School Board for all purposes under this agreement and for all noticed hereunder shall be:

The School Board:       The School Board of Palm Beach County, Florida  
Fulton-Holland Educational Services Center  
Attn: Dr. Donald E. Fennoy II, Superintendent  
3300 Forest Hill Blvd., Suite C-316  
West Palm Beach, Florida 33406

With a copy to:       The School Board of Palm Beach County, Florida  
Fulton-Holland Educational Services Center  
Palm Beach County School District Police Department  
Attn: Chief of Police  
3300 Forest Hill Blvd., Suite B-101  
West Palm Beach, Florida 33406

With a copy to:       The School Board of Palm Beach County, Florida  
Fulton-Holland Educational Services Center  
The Office of General Counsel  
Attn: JulieAnn Rico, Esq.  
3300 Forest Hill Blvd., Suite C-331  
West Palm Beach, Florida 33406

#### **Article X - Indemnification and Duty to Defend**

Subject to the limitations of Florida Statutes Section 768.28, the City of Delray Beach agrees to indemnify, hold harmless, and defend PBCSD from and against any and all claims, suits, actions, damages, or causes of action arising out of the intentional wrongdoings or negligent acts of the Law Enforcement Agency and/or its LEAOs arising out of or in connection with the provisions of this agreement.

Subject to the limitations of Florida Statutes Section 768.28, PBCSD agrees to indemnify, hold harmless, and defend the City of Delray Beach from and against any and all claims, suits, actions, damages, or causes of action arising out of the intentional wrongdoings or negligent acts of the PBCSD arising out of or in connection with the provisions of this agreement

#### **Article XI - Waiver of Subrogation**

In the event of loss, damage or injury to Law Enforcement Agency and/or the Law Enforcement Agency property, Law Enforcement Agency shall look solely to any insurance or self-insurance in its favor without making any claim against the School Board. Law Enforcement Agency hereby waives any right to subrogation against the School Board of Palm Beach County, for loss, damage or injury within the scope of Law Enforcement Agency's insurance or self-insurance, and on behalf of itself and its insurer, waives all such claims against PBCSD.

In the event of loss, damage or injury to PBCSD and/or the PBCSD property, PBCSD shall look solely to any insurance or self-insurance in its favor without making any claim

against the City of Delray Beach. PBCSD hereby waives any right to subrogation against the City of Delray Beach for loss, damage or injury within the scope of PBCSD's insurance or self-insurance, and on behalf of itself and its insurer, waives all such claims against the City of Delray Beach.

#### **Article XII - Worker's Compensation**

Law Enforcement Agency must comply with Chapter 440, Florida Statutes, worker's compensation and Employees' Liability Insurance with minimum statutory limits. Law Enforcement Agency waives all rights against PBCSD and its agents, officers, directors and employees for recovery of claims for bodily injury to the extent these injuries are covered by the workers' compensation

#### **Article XIII - Public Records Compliance**

Law Enforcement Agency shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the PBCSD in order to perform the services to under this Agreement.
- b. Upon request from the PBCSD's custodian of public records, provide PBCSD 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, Florida Statutes or as otherwise provided by law.
- c. 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 term and following completion of the Agreement if Law Enforcement Agency does not transfer the records to PBCSD.
- d. Upon completion of the Agreement, transfer, at no cost, to PBCSD all public records in possession of Law Enforcement Agency or keep and maintain public records required by PBCSD to perform the service. If Law Enforcement Agency transfers all public records to the Board upon completion of the Agreement, Law Enforcement Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Law Enforcement Agency keeps and maintains public records upon completion of the Agreement, Law Enforcement Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to PBCSD, upon request from PBCSD's custodian of public records, in a format that is compatible with the information technology systems of PBCSD.

Failure of Law Enforcement Agency to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement.

**IF LAW ENFORCEMENT AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LAW ENFORCEMENT AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, HE OR SHE MUST CONTACT THE PUBLIC RECORDS MANAGEMENT COORDINATOR FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY AT 561-629-8585,**

**PUBLICRECORDS@PALMBEACHSCHOOLS.ORG, OR 3300 FOREST HILL BLVD., SUITE C-110, WEST PALM BEACH, FL, 33406.**

In the event the Law Enforcement Agency receives a Public Records Request, within three (3) days of receipt, the Law Enforcement Agency shall forward the request and any responsive documents to PBCSD's Public Records Department at **PUBLICRECORDS@PALMBEACHSCHOOLS.ORG** and PBCSD will respond to the requestor.

**Article XIV - Inspector General**

In the event this agreement involves a purchase in accordance with Policy 6.14, Law Enforcement Agency agrees and understands that the PBCSD's Office of the Inspector general ("Inspector General") shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed or used by Law Enforcement Agency with regard to the Agreement. Law Enforcement Agency's employees, vendors, officers and agents shall furnish the Inspector General with requested information and records within their custody for the purposes of conducting an investigation or audit, as well as provide reasonable assistance with the Inspector General in locating assets and obtaining records and documents as needed for investigation or audit relating to the Agreement. Furthermore, Law Enforcement Agency understands, acknowledges and agrees to abide by School Board Policy 1.092.

**Article XV - Waiver of Jury Trial**

Each of the parties hereto hereby knowingly, voluntarily, and intentionally waives the right either of them may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this agreement.

**Article XVI - Termination**

Each party reserves the right to terminate this Agreement without cause by giving one-hundred eighty (180) days written notice to the other party. Notwithstanding the previous sentence, PBCSD may, with fourteen (14) days written notice to LEAO, assume full responsibility for providing security at specific schools and Law Enforcement Agency shall be relieved of the obligation to provide a LEAO for the specific school. If the Agreement is terminated for convenience as provided herein, PBCSD will be relieved of all obligations under said Agreement and PBCSD will only be required to pay that amount of the Agreement actually performed to the date of termination.

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<p align="center"><b>THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA</b></p> <p>BY: _____ Chuck Shaw, Chairman <i>Date</i></p> <p>BY: _____ Donald E. Fennoy II, Ed.D. Superintendent of Schools or Designee <i>Date</i></p>	<p align="center"><b>FOR THE CITY OF DELRAY BEACH</b></p> <p>BY: _____ Shelly Petrolia, Mayor <i>Date</i></p> <p>BY: _____ Jeffrey Goldman, Chief of Police <i>Date</i></p>
<p align="center"><b>SUBMITTED BY:</b></p> <p>_____ School Police Department <i>Date</i> Chief of Police</p> <p align="center"><b>APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO THE SCHOOL BOARD</b></p> <p>_____ Office of General Counsel <i>Date</i></p>	<p align="center"><b>APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO LAW ENFORCEMENT AGENCY</b></p> <p>_____ R. Max Lohman, City Attorney <i>Date</i></p>
	<p align="center">Attest</p> <p>_____ Clerk <i>Date</i></p>

EXHIBIT A – RATE SCHEDULE

EXHIBIT B – PBSB FORM 2220 Contract/Agreement Addendum Concerning Student Information