

## **MEMORANDUM OF AGREEMENT**

**THIS MEMORANDUM OF 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 SUNRISE, FLORIDA**

(hereinafter referred to as “CITY”),  
a municipal corporation whose principal place of business is  
10440 West Oakland Park Boulevard  
Sunrise, Florida 33351

**WHEREAS**, CITY, through the Sunrise Police Department, is an award recipient of the FY 2020 COPS Hiring Program Grant (“COPS Grant”), through the United States Department of Justice, Office of Community Oriented Policing Services (“COPS Office”), which helps law enforcement agencies hire law enforcement officers to serve as School Resource Officers (“SROs”); and

**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**, CITY and SBBC (collectively, the “Parties”) have entered into a School Resource Officer Agreement (“SRO Agreement”) under which the CITY provides law enforcement officers to serve as SROs in certain Participating SBBC Schools located within CITY, Broward County, Florida; and

**WHEREAS**, CITY through the Sunrise Police Department, as the recipient of the COPS Grant will receive funding for one (1) additional law enforcement officer to serve as an SRO (hereinafter “COPS SRO”); and

**WHEREAS**, the COPS Grant requires the Parties to enter into a Memorandum of Agreement in order to set forth the Parties’ duties and responsibilities of the COPS SRO under the SRO Program; and

**WHEREAS**, the Parties desire to enter into this Memorandum of Agreement (“MOA”) to accomplish the purposes expressed herein; and

**WHEREAS**, the Parties also 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 MOA.** Unless terminated by the Parties earlier under Section 3.05 below, the term of this MOA commences on the date fully executed by the Parties and concludes on June 30, 2023.

2.02 **Participating SBBC Schools.** In addition to the SROs provided by the CITY under the SRO Agreement, the CITY shall assign one (1) additional law enforcement officer funded by the COPS Grant to serve as the COPS SRO, with an added focus on Crime Prevention through Environmental Design (“CPTED”), within the eleven (11) schools operated by SBBC (collectively, “Participating SBBC Schools”) that are listed in the CITY’s SRO Agreement.

2.03 **Assignment of COPS SRO.**

a) CITY shall maintain the COPS SRO on duty during regular school hours with the exception of the circumstances specified herein.

b) “Regular school hours” for purposes of this MOA, contemplate 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 the COPS SRO at any time during the term of this MOA. CITY shall promptly provide SBBC’s Chief of the Special Investigative Unit with the name of any replacement COPS SRO assigned to provide services under this MOA.

d) Unless precluded by an emergency pertaining to life, health, and safety of individual(s), CITY shall always maintain the COPS SRO on duty during regular school hours. 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 COPS SRO shall return to his or her duties as soon as he or she has been relieved of the emergency circumstance.

e) CITY shall notify SBB 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/BSO, including in cases where the SRO is reassigned or moved to another school location, whether by SBBC, or CITY/BSO.

2.04 For any allegation of misconduct resulting in an SRO being placed on administrative leave or reassigned pending completion of an investigation by CITY/BSO, CITY/BSO shall provide SBBC with updated information regarding the result of the investigation within twelve (12) days after its completion. **Duties of COPS SRO.** The COPS SRO shall not function as a school disciplinarian and shall not intervene in the normal disciplinary actions of the Participating SBBC Schools. The COPS SRO shall act at all times within the scope of authority granted to SROs by applicable law. The COPS SRO shall perform duties including, without limitation, the following:

- a) the performance of law enforcement functions within the school setting;
- b) the utilization of appropriate Crime Prevention through Environmental Design (“CPTED”) after collaboration with SBBC for the improvement of school safety;
- c) 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;
- d) 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;
- e) 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;
- f) the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting;
- g) the presentation of educational programs concerning crime prevention and the rights, obligations, and responsibilities of students as citizens;
- h) If the regularly assigned SRO is unavailable, the COPS SRO may participate as a Behavioral Threat Assessment (“BTA”) Team Member at a behavioral threat assessment meeting located at a Participating SBBC School. When serving as a Behavioral Threat Assessment Team Member, the COPS 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. Under these circumstances, the COPS SRO will also, along with other BTA team members, have access to SBBC’s Psychological Services Department.

## 2.05 **Law Enforcement Gun Safes/Lockers.**

a) 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;

b) 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;

c) 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;

d) 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

e) If during this MOA, either party determines that it will terminate this MOA, 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 terminate said MOA or by the end of the term of this MOA, 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.

2.06 **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 by the COPS SRO through the SRO Program. Any activities conducted by the COPS SRO as part of any regular instructional program shall be provided upon prior consultation and coordination with the Principal of the Participating SBBC School.

2.07 **Training.** The COPS SRO is required to complete a National Association of School Resource Officers ("NASRO") 40 hours basic training course. Course substitution is not permitted, and training must be completed no later than nine (9) months after the date of award or six (6) months from the COPS SRO hire date, whichever is later. Additionally, to the extent the COPS SRO has 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 during regular school hours or on any agreed upon early release day or employee planning day at no cost.

2.08 **Supervision and Chain of Command.** The COPS SRO shall abide by the CITY's Police Department policies pertaining to the Chain of Command. The chain of command is as follows, immediate supervisor is Sergeant, followed by Lieutenant and ultimately the Major.

2.09 **SBBC Contact Persons.** The Principal at each Participating SBBC School shall be SBBC's on-site contact person for any SRO assigned to that school, including the COPS SRO. SBBC's

Superintendent of Schools has designated the Chief of the Special Investigative Unit to serve as SBBC's liaison for the SRO Program.

2.10 **Cost of Services.** SBBC is not responsible for the cost of the COPS SRO. The CITY will provide the COPS SRO as long as the CITY continues to receive federal funds through the COPS Grant as per the grant award.

2.11 **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: Anthony W. Rosa, Chief of Police  
Sunrise Police Department  
10440 West Oakland Park Boulevard  
Sunrise, Florida 33351

2.12 **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 MOA and shall be fully binding until such time as any proceeding brought on account of this MOA 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.

### **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 MOA and shall be fully binding until such time as any proceeding brought on account of this MOA 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 MOA. None

of the Parties intend to directly or substantially benefit a third party by this MOA. The Parties agree that there are no third party beneficiaries to this MOA and that no third party shall be entitled to assert a claim against any of the Parties based upon this MOA. 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 MOA 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 the COPS SRO under this MOA. 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 COPS SRO 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 MOA. 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 MOA.

3.05 **Termination.** This MOA 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 MOA.

3.06 **Default.** The Parties agree that, if either party is in default of its obligations under this MOA, 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 MOA 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 **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 MOA. 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 MOA's term and following completion of the MOA if CITY does not transfer the public records to SBBC. Upon completion of the MOA, 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 MOA. If CITY transfers all public records to SBBC upon completion of the MOA, 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 MOA, 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 MOA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE MOA, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [RECORDREQUESTS@BROWARDSCHOOLS.COM](mailto:RECORDREQUESTS@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301, OR THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954-746-3333), E-MAIL ([CITYCLERK@SUNRISEFL.GOV](mailto:CITYCLERK@SUNRISEFL.GOV)), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).**

**3.08 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 the COPS SRO participates 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 a COPS SRO participating in a Behavioral Threat Assessment Meeting, who has signed as a team member, SBBC will provide the COPS SRO, upon the COPS SRO's request at the meeting, with the education records used and discussed during the COPS SRO's 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 COPS SRO at the conclusion of the threat assessment meeting upon request by the signatory COPS SRO.

3) The COPS 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. The COPS SRO shall not receive any other 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 COPS SRO with the education records, and the COPS SRO will not be entitled to same.

### 3.09 **CITY Confidentiality of Education Records.**

a) Notwithstanding any provision to the contrary within this MOA, 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 MOA 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 MOA, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this MOA 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 MOA; 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](mailto: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 MOA and claims no ownership or property rights thereto and, upon termination of this MOA 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.

### 3.10 **Compliance with Laws.**

a) Each party (which includes all law enforcement officers assigned to the SRO Program under the COPS Grant or otherwise) 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 MOA. 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 MOA, this MOA 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 COPS SRO 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, the COPS SRO shall abide by SBBC policies, but shall be responsible to CITY in all matters relating to employment, subject to this MOA. 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 MOA.

3.11 **Conflict Resolution.** SBBC's liaison and the appropriate CITY designee will meet to resolve all concerns and conflicts between CITY and SBBC under this MOA, unless otherwise prohibited by law or agency policy.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this MOA are reasonably susceptible of being performed in Broward County, Florida and shall be performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This MOA 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 MOA 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.

3.14 **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 MOA 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.

3.15 **Binding Effect.** This MOA shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this MOA 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 MOA including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this MOA 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 MOA, nor in any way affect this MOA and shall not be construed to create a conflict with the provisions of this MOA.

3.18 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this MOA 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 MOA 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.

3.19 **Preparation of MOA.** 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 MOA 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.

3.20 **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 MOA and executed by each party hereto.

3.21 **Waiver.** The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this MOA and, therefore, is a material term hereof. Any party's failure to enforce any provision of this MOA shall not be deemed a waiver of such provision or modification of this MOA 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.

3.22 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement, or obligation under this MOA 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.

3.23 **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 MOA.

3.24 **MOA Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee, and CITY has delegated authority to the City Manager or his/her designee, to take any actions necessary to implement and administer this MOA.

3.25 **Authority.** Each person signing this MOA on behalf of either party individually warrants that he or she has full legal power to execute this MOA 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 MOA.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this MOA 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

ATTEST:

By: \_\_\_\_\_  
Dr. Rosalind Osgood, Chair

\_\_\_\_\_  
Robert W. Runcie  
Superintendent of Schools

Approved as to Form and Legal Content:

\_\_\_\_\_  
Office of the General Counsel

**FOR CITY**

CITY OF SUNRISE, FLORIDA

By: \_\_\_\_\_  
Michael J. Ryan, Mayor

ATTEST:

By: \_\_\_\_\_  
Felicia M. Bravo, City Clerk

By: \_\_\_\_\_  
Anthony W. Rosa, Chief of Police

(Municipal Seal)

Approved as to Form for the City:

By: \_\_\_\_\_  
Kimberly A. Kisslan, City Attorney