

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this _____ day of _____, 2018, 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 COCONUT CREEK, FLORIDA
(hereinafter referred to as “CITY”),
having its principal place of business at
4800 West Copans Road
Coconut Creek, Florida 33063

WHEREAS, SBBC and CITY entered into an Agreement dated July 25, 2017 (hereafter “Agreement”); and

WHEREAS, the Agreement provides law enforcement officers to serve as School Resource Officers (“SROs” or SRO) in several public schools located in Broward County, Florida and the CITY is willing to assign law enforcement officers to serve as SROs under the SRO program; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement to assign one (1) additional law enforcement officer to serve as SRO at the Dave Thomas Education Center as more specifically stated herein. .

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 is hereby acknowledged, the Parties hereby agree as follows:

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

The following provision shall place the respective provision in the Agreement, by interlineation, as follows:

2.02 **Participating District Schools.** CITY shall assign three (3) law enforcement officers to serve as SROs at three elementary schools operated by SBBC and four (4) law enforcement officers to serve as SROs at three (3) secondary schools operated by SBBC that are listed on the attached **Exhibit “A”**. The CITY shall assign two (2) law enforcement officers to serve as SRO at two (2) other schools operated by SBBC that are listed on the attached **Exhibit “A”** (hereafter referred to as “Participating Schools”).

1.03 **Payment for additional SRO Program Services.** SBBC shall pay to CITY an additional Four Thousand, Six Hundred, Twenty-five and 20/100 cents (\$4,625.20) per month, for the additional law enforcement officer to serve as SRO at the Dave Thomas Education Center commencing on November 1, 2017, and concluding at the end of the term of the Agreement. The additional cost for the SRO is \$32,376.40. The current Agreement value will change from \$370,016 up to \$402,392.40. The CITY shall make appropriate pro rata reductions in the amount invoiced during any month in which circumstances reduced the amount of SRO services provided by CITY.

1.04 **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this First Amendment to Agreement; and
- b) the Agreement.

1.05 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

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

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

**[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK;
SIGNATURE PAGES TO FOLLOW]**

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
_____, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

FOR CITY

(Municipal Seal)

CITY OF COCONUT CREEK, FLORIDA

Leslie Wallace May, CITY CLERK

By: _____
Rebecca A. Tooley, MAYOR

Approved as to Form:

Terrill C. Pyburn, CITY ATTORNEY

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by _____ of _____
Name of Person

_____ 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.
Type of Identification

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

EXHIBIT "A"
LIST OF PARTICIPATING SCHOOLS

a) Participating Elementary Schools:

Coconut Creek
Tradewinds
Winston Park

b) Participating Middle Schools:

Lyons Creek

c) Participating High Schools

Coconut Creek – (2 Full Time SROs)
Monarch

d) Other Participating Schools:

Atlantic Technical Center

Dave Thomas Education Center (beginning on November 1, 2017)