

RESOLUTION NO. 2018-193

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE ATTACHED SCHOOL RESOURCE OFFICER (SRO) AGREEMENT BETWEEN THE CITY OF COCONUT CREEK AND NORTH BROWARD PREPARATORY SCHOOL FOR A PERIOD COMMENCING OCTOBER 1, 2018, AND ENDING SEPTEMBER 30, 2019; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Coconut Creek and North Broward Preparatory School agree that the School Resource Officer (SRO) Program provides benefits to the school administration, students, and the community as a whole; and

WHEREAS, it is the desire of the City to provide police officers to serve as SROs for the benefit of the schools located within the City; and

WHEREAS, the City and North Broward Preparatory School have agreed that North Broward Preparatory School will provide \$11,416.66 to the City monthly for one (1) SRO during the twelve (12) month term of the Agreement beginning October 1, 2018, and ending September 30, 2019, for a total of \$137,000; and

WHEREAS, the Agreement provides for up to three (3) one-year extensions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution. All Exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

Section 2: That the City Commission has reviewed and hereby approves the School Resource Officer Agreement between the City and North Broward Preparatory School.

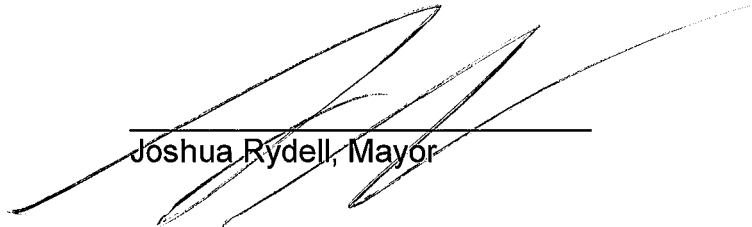
Section 3: That the City Manager, or designee, is hereby authorized to execute the School Resource Officer Agreement between the City and North Broward

Preparatory School, attached hereto and made a part hereof.

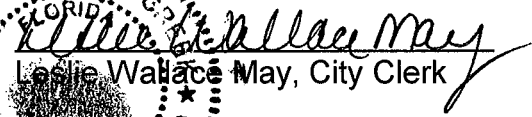
Section 4: That if any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this Resolution.

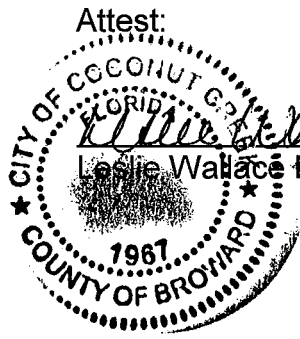
Section 5: That this Resolution shall be in full force and effect immediately upon its adoption.

Adopted this 27th day of September, 2018.



Joshua Rydell, Mayor

Attest:


Leslie Wallace May, City Clerk


Rydell	<u>Aye</u>
Welch	<u>Aye</u>
Tooley	<u>Aye</u>
Sarbone	<u>Aye</u>
Belvedere	<u>Aye</u>

**AGREEMENT BETWEEN THE CITY OF
COCONUT CREEK AND NORTH BROWARD
PREPARATORY SCHOOL FOR THE PROVISION
OF SCHOOL RESOURCE OFFICER**

THIS AGREEMENT is made and entered into as of this 27th day of September, 2018, by and between the **CITY OF COCONUT CREEK, FLORIDA**, (hereinafter referred to as "**CITY**"), a municipal corporation whose principal place of business is 4800 West Copans Road, Coconut Creek, Florida 33063 and **NORTH BROWARD PREPARATORY SCHOOL**, (hereinafter referred to as "**NBP**"), whose principal place of business is 7600 Lyons RD Coconut Creek, Florida 33073.

WHEREAS, NBP desires that the **CITY** provide one (1) law enforcement officer to serve as School Resource Officer (hereafter referred to as "**SRO**") at their school located within the **CITY**, Broward County, Florida and the **CITY** shall assign a law enforcement officer to serve as SRO under this Agreement; and

WHEREAS, the **CITY** and NBP 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 (hereafter referred to as "**Agreement**") to accomplish the purposes expressed 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:

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 Agreement**. Unless terminated earlier, this Agreement shall commence on **OCTOBER 1, 2018** and conclude on **SEPTEMBER 30, 2019**. The **CITY** reserves the right to extend the Agreement for up to three (3) additional one (1) year terms provided that NBP agrees to the extension and all terms, conditions and specifications remain the same.

2.02 **Applicable Policies and Standards**. The **CITY** shall ensure that the exercise of law enforcement powers by each assigned SRO shall be in compliance with the authority granted by applicable law. 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 and with applicable Florida law.

2.03 **Duties of SROs**. An SRO shall not function as a school disciplinarian and shall not intervene in the normal disciplinary actions of NBP. Each assigned SRO shall act at

all times within the scope of authority granted to the SRO by applicable law. Each SRO shall perform duties as provided in Exhibit A, "Contract for Services Statement of Work."

2.04 **Office Space / Gun Safe /Locker.** NBP will provide the SRO his/her own office on site. The CITY may, at the CITY's sole expense and discretion, purchase and install one (1) or more gun safe(s) or gun locker(s) which will be installed in the SRO's office.

2.05 **Student Instruction.** NBP shall at all times maintain control over the content of any educational programs and instructional materials provided at the School. Each SRO will provide instructional activities to the students in areas of instruction within the SRO's experience, education and training as provided in Exhibit A, "Contract for Services Statement of Work." Any activities conducted by an SRO as part of the regular instructional program shall be provided upon prior consultation and coordination with the Managing Director.

2.06 **SBBC Contact Persons.** The Managing Director shall be NBP on-site contact person for any SROs assigned to that school

2.07 **Payment for SRO Program Services.** NBP shall pay to CITY the sum of one hundred and thirty-seven thousand and 00/100 Cents (\$137,000) for the first year. If the Agreement is extended, the remaining contract years' price shall be subject to an eight percent (8%) increase each year. Overtime as requested by NBP shall be paid at a rate of \$94 per hour with an annual increase of 8% per year.

The CITY shall invoice NBP for the SRO services in twelve (12) monthly installments in the amount of Eleven Thousand Four hundred and Sixty Six cents (\$11,416.66) and any overtime charges with the first invoice being delivered October 2018.

2.08 **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:

For CITY: City Manager
 4800 Copans Road
 Coconut Creek, FL 33063
 Tel. (954) 973-6720

For NBP: Ann McPhee
 Regional Managing Director
 The Americas
 7600 Lyons Road
 Coconut Creek, FL 33073
 Tel. (954) 247-0011

2.09 **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 Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable

statute of limitations. Nothing herein is intended to serve as a waiver of sovereign immunity by the CITY or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **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.

3.02 **Independent Contractor.** The parties to this Agreement 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. The CITY shall at all times be responsible for all aspects of the employment, control and direction of Officers assigned as SROs under this Agreement. Nothing within this Agreement is intended to create an agency or employment relationship between NBP and any officer assigned by the CITY to participate in the SRO Program. All compensation, wages, salaries, benefits and other emoluments of employment payable to the SROs shall be the sole responsibility of the CITY. No right to NBP retirement, leave benefits or any other benefits of NBP employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. NBP shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the CITY's officers, employees, agents, subcontractors or assignees.

3.03 **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 Agreement.

3.04 **Termination.** This Agreement 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 Agreement. In the event of such termination, NBP shall pay the CITY for all services rendered through the effective date of termination.

3.05 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) calendar days written notice to cure the default. However, in the event 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 Agreement 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 shall be cumulative and shall be 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 shall preclude any other or future

exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.04.

3.06 **Public Records.** NBP shall comply with all public records laws in accordance with Chapter 119, *Fla. Stat.* In accordance with Florida law, NBP agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the CITY in order to perform the services;
- 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 copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, *Fla. Stat.*, or as otherwise provided by law;
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the NBP does not transfer the records to the CITY;
- d) Upon completion of the services within this Agreement, at no cost, either transfer to the CITY all public records in possession of the NBP or keep and maintain public records required by the CITY to perform the services. If the NBP transfers all public records to the CITY upon completion of the services, the NBP shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the NBP keeps and maintains public records upon completion of the services, the NBP shall meet all applicable requirements for retaining public records. All records stored electronically 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.

If NBP does not comply with this Section, the CITY shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

IF NBP HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO NBP'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.

3.07 **Compliance with Laws.** Each party shall comply with all applicable federal, state, and local laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement. However, nothing contained herein shall be construed as either party assuming the responsibility of the other party's obligations as defined by applicable law.

3.08 **Place of Performance.** All obligations of NBP under the terms of this Agreement shall be performed in Coconut Creek, Florida and shall be payable and performable in Coconut Creek, Florida.

3.09 **Governing Law and Venue.** 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 exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.10 **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 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.

3.10 **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.

3.13 **Incorporation by Reference.** Exhibit A attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

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

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

3.16 **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.

3.17 **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.

3.18 **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 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.

3.19 **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.

3.20 **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.

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

FOR NBP

WITNESSES:

NORTH BROWARD PREPARATORY SCHOOL

Spadulla

By: Au McPhee
(Signature)

SARA PADILLA
(Print Name)

Title: RMD - The Americas : NAE

Nandini Rao
(Print Name)

STATE OF New York

COUNTY OF New York

The foregoing instrument was acknowledged before me this 13th day of September, 2018 by Au McPhee on behalf of North Broward Preparatory School. He/She is personally known to me or produced drivers license as identification and did/did not first take an oath.
(Type of Identification)

My Commission Expires:

Ellen M. Tom Suden
Signature - Notary Public

ELLEN M. TOM SUDEN
(SEAL) Notary Public, State of New York
No. 01TU4638969
Qualified in New York County
Commission Expires 2/28/19

Ellen M. Tom Suden
Printed Name of Notary

FOR CITY

CITY OF COCONUT CREEK, FLORIDA

By: Mary C. Blasi
Mary C. Blasi, City Manager

Attest:

Leslie Wallace May
Leslie Wallace May, City Clerk



Approved as to Form:

Terrill C. Pyburn
Terrill C. Pyburn, City Attorney

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF COCONUT CREEK AND NORTH BROWARD PREPARATORY SCHOOL FOR A SCHOOL RESOURCE OFFICER

This Amendment No. 1 to the Agreement between the City of Coconut Creek and North Broward Preparatory School for a School Resource Officer dated September 27, 2018 ("Agreement"), by and between the City of Coconut Creek, Florida, (the "City"), and North Broward Preparatory School (the "Contractor") both of whom agree as follows:

WITNESSETH:

WHEREAS, the parties desire to amend the Agreement between the City of Coconut Creek and North Broward Preparatory School, for a School Resource Officer dated September 27, 2018, and extend the Agreement ending on September 30, 2019 to September 30, 2020, and provide for the eight percent (8%) annual increase as contemplated by the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 the day and year first above written.

(SEAL)

CITY OF COCONUT CREEK, FLORIDA

By: Mary C. Blasi
Mary C. Blasi, City Manager

Approved as to Legal Sufficiency
and Form:

ATTEST:

By: Leslie Wallace May
Leslie Wallace May, City Clerk

By: Terrill C. Pyburn
Terrill C. Pyburn, City Attorney

FOR NBP

WITNESSES:

NORTH BROWARD PREPARATORY SCHOOL

Debbie Schneider

By: _____

[Signature]
(Signature)

Debbie Schneider

(Print Name)

Title: _____

Managing Director

MaryAnn Holck

MARYANN Holck

(Print Name)

STATE OF Broward Florida

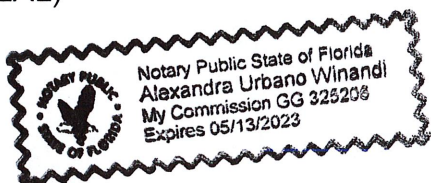
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 27 day of August, 2019 by John Lehman on behalf of North Broward Preparatory School. He/She is personally known to me or produced driver license as identification and did/did not first take an oath.
(Type of identification)

My Commission Expires:

Alexandra Urbano Winandi
Signature – Notary Public

(SEAL)



Alexandra Urbano Winandi
Printed Name of Notary

**AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF
COCONUT CREEK AND NORTH BROWARD PREPARATORY SCHOOL
FOR A SCHOOL RESOURCE OFFICER**

This Amendment No. 2 to the Agreement between the City of Coconut Creek and North Broward Preparatory School for a School Resource Officer dated September 27, 2018 ("Agreement"), by and between the City of Coconut Creek, Florida, (the "City"), and North Broward Preparatory School ("NBP") both of whom agree as follows:

WITNESSETH:


WHEREAS, the parties desire to enter into a second amendment to the Agreement between the City of Coconut Creek and North Broward Preparatory School for a School Resource Officer dated September 27, 2018, ("Agreement") and the Amendment No. 1 to the Agreement between the City of Coconut Creek and North Broward Preparatory School for a School Resource Officer dated August 27, 2019, ("Amendment No. 1"), to provide for an extension to September 30, 2021, and to provide for the eight percent (8%) annual increase as contemplated in Section 2.07 of the Agreement.

1. That the recitals set forth above are hereby incorporated herein.

2. All other terms and conditions of the Agreement and Amendment No. 1 not in conflict with this Amendment No. 2 shall remain in full force and effect and are incorporated herein.

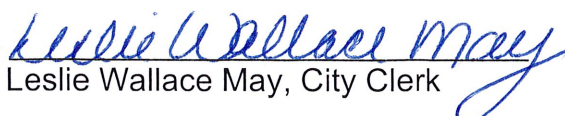
IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the day and year first above written.

CITY OF COCONUT CREEK, FLORIDA

By: 
Karen M. Brooks, City Manager

Approved as to Legal Sufficiency
and Form:

ATTEST:

By: 
Leslie Wallace May, City Clerk

By: 
Terrill C. Pyburn, City Attorney

NORTH BROWARD PREPARATORY SCHOOL
NBP

WITNESSES:

Alex J Podchaski

Alex J Podchaski
Print Name:

Philip Wernersbach

Philip Wernersbach
Print Name:

By: [Signature]
(Signature)

John K. Lehman, Managing Director
Print Name & Title:

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29 day of September, 2020, by SEVIL DALTON, as NOTARY PUBLIC of BROWARD, a Florida COUNTY.



(NOTARY SEAL)

SEVIL DALTON
Commission # GG 127106
Expires July 23, 2021
Banded thru Budget Notary Services

Sevil Dalton
Notary Public, State of Florida (Signature of Notary Taking Acknowledgment)

SEVIL DALTON
Name of Notary Typed, Printed or Stamped

personally known to me or
 has produced identification: Identification _____

**AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE CITY OF
COCONUT CREEK AND NORTH BROWARD PREPARATORY SCHOOL
FOR A SCHOOL RESOURCE OFFICER**

This Amendment No. 3 to the Agreement between the City of Coconut Creek and North Broward Preparatory School for a School Resource Officer dated September 27, 2018 (“Agreement”), by and between the City of Coconut Creek, Florida, (the “City”), and North Broward Preparatory School (“NBP”) both of whom agree as follows:

WITNESSETH:

WHEREAS, the parties desire to amend the Agreement between the City of Coconut Creek and North Broward Preparatory School for a School Resource Officer dated September 27, 2018, (“Agreement”), the Amendment No. 1 to the Agreement dated August 27, 2019 (“Amendment No. 1”) and the Amendment No. 2 to the Agreement between the City of Coconut Creek and North Broward Preparatory School for a School Resource Officer dated September 29, 2020, (“Amendment No. 2”), to provide for an extension of the Agreement to September 30, 2022, and to provide for the eight percent (8%) annual increase as contemplated in Section 2.07 of the Agreement.

All other terms and conditions of the Agreement, Amendment No. 1, and Amendment No. 2 not in conflict with this Amendment No. 3 shall remain in full force and effect and are hereby incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 on the day and year first above written.

CITY OF COCONUT CREEK, FLORIDA

By: *Karen M Brooks*
Karen M. Brooks, City Manager

Approved as to Legal Sufficiency
and Form:

By: *Terrill C. Pyburn*
Terrill C. Pyburn, City Attorney



By: *Marianne Bowers*
Marianne Bowers, Interim City Clerk

NORTH BROWARD PREPARATORY SCHOOL
NBP

WITNESSES:

[Signature]

Stuart Kopels
Print Name:

[Signature]
CARLOS PEREA
Print Name:

By: [Signature]
(Signature)

John K. Lehman Managing Director
Print Name & Title:

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30 day of SEPTEMBER, 2021, by SEVIL DALTON, as _____ of _____, a Florida NOTARY.



(NOTARY SEAL)

[Signature]
Notary Public, State of Florida (Signature of Notary Taking Acknowledgment)

SEVIL DALTON
Name of Notary Typed, Printed or Stamped

personally known to me or
 has produced identification: Identification _____