

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this
____ day of _____, 20____, 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”),
A municipal corporation whose principal place of business is
4800 West Copans Road
Coconut Creek, Florida 33063

WHEREAS, SBBC and the CITY entered into an Agreement dated October 2, 2018 (hereafter “Agreement”); and

WHEREAS, the Agreement provides law enforcement officers to serve as School Resource Officers (“SROs” or SRO) in all district public schools located within the CITY, 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 add one (1) law enforcement officer to serve as SRO at Dave Thomas Education Center West during the months of June and July 2019, 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 provision to the Agreement:

The following provision shall be added to section 2.03 of the Agreement, by interlineation, as follows:

2.03 **Assignment of SROs.**

d) From June 6, 2019 through July 31, 2019, one (1) law enforcement officer shall be assigned to Dave Thomas Education Center West.

The following provision shall replace section 2.08 of the Agreement, by interlineation, as follows:

2.08 **Payment for SRO Services.** SBBC shall pay to CITY the sum of Six Hundred Forty-Four Thousand, Eight Hundred Dollars and 00/100 Cents (\$644,800.00) as specifically stated herein. The monthly cost per SRO is Five Thousand Two Hundred Dollars and 00/100 Cents (\$5,200.00). The CITY shall invoice SBBC for SRO services rendered under this Agreement in ten (10) monthly installments in the amount of Sixty-Two Thousand Four Hundred Dollars and 00/100 Cents (\$62,400.00) with the first invoice being delivered to SBBC in August 2018, and subsequent invoices shall be delivered to SBBC on a monthly basis from September 2018 through May 2019. Additionally, the CITY shall invoice SBBC for SRO services rendered under this Agreement in two (2) monthly installments in the amount of Ten Thousand Four Hundred Dollars and 00/100 Cents (\$10,400.00) in June 2019 and July 2019. Each monthly invoice shall contain reference to the respective installment to which it pertains and the date of this Agreement. Upon certification by SBBC's contact person designated in Section 2.07 that the SRO services provided by the CITY were satisfactory, SBBC shall make payment for SRO services within thirty (30) calendar days of its receipt of an invoice from the CITY for such services.

1.03 **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; then
- b) the Agreement.

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

1.05 **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.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES TO FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Heather P. Brinkworth, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CITY

(Municipal Seal)

CITY OF COCONUT CREEK, FLORIDA

Leslie Wallace May, CITY CLERK

By _____
Mary C. Blasi, CITY MANAGER

Approved as to Form:

Terrill C. Pyburn, CITY ATTORNEY

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ on behalf of the
Name of Person

City of Coconut Creek, Florida. 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.