

**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 ____ day of _____, 2026, 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 **SEPTEMBER 30, 2026**, and conclude on **SEPTEMBER 29, 2027**. 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's 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 Two Hundred and Thirty Nine Thousand and Two Hundred dollars and 00/100 Cents (\$239,200) 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 \$116.20 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 Nineteen Thousand Nine Hundred and Thirty Three Dollars Hundred and Thirty Three cents (\$19,933.33) and any overtime charges with the first invoice being delivered October 2026.

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: Managing Director
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.
 - e) 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.

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.

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.** The parties hereby agree that the only laws that apply to this Agreement are those of the State of Florida and U.S. Government. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place

exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the United States District Court for the Southern District of 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.** As used herein, "Force Majeure" means the occurrence of any event that prevents or delays the performance by either party of its obligations hereunder which

are beyond the reasonable control of the non-performing party. Examples of "Force Majeure" include, but are not limited to, acts of God, natural disasters or emergency governmental action. To invoke this paragraph, immediate written notice, consistent with the "Notice" provisions of this Agreement, must be sent by the non-performing party describing the circumstances constituting force majeure and proof that the non-performance or delay of performance is a direct and reasonable result of such event(s). Upon receipt of such notice, the receiving party shall have five (5) calendar days of receipt of said notice to challenge the invocation. If a challenge is made, both parties shall continue performance without interruption unless and until the challenge is resolved. If the invocation is accepted or is not challenged, the non-performing party shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions arising from the event and affecting its performance obligations. All obligations must resume when the circumstances of such event(s) have subsided, or other arrangements are made pursuant to a written amendment to this Agreement.

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

By: _____
(Signature)

(Print Name)

Title: _____

(Print Name)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____ as _____ for _____, a limited liability company authorized to transact business in the State of Florida.

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

☐ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

☐ DID take an oath, or
☐ DID NOT take an oath.

FOR CITY

CITY OF COCONUT CREEK, FLORIDA

By: _____
Sheila N. Rose, City Manager

Attest:

Joseph J. Kavanagh, City Clerk

Approved as to Form:

Terrill C. Pyburn, City Attorney

NORTH BROWARD PREPARATORY SCHOOL
CONTRACT FOR SERVICES
STATEMENT OF WORK
EXHIBIT "A"

This Statement of Work is for Law Enforcement Services and associated prices, for which the Vendor will provide for the North Broward Preparatory School located at 7600 Lyons Road, Coconut Creek, FL 33073.

GENERAL SERVICES AND SPECIFIC DUTIES

1. Work hours: 7:30am - 4:00pm.
2. The SRO will work in conjunction with the school's emergency management team. The SRO should know the school's emergency management plans and be able to offer suggestions to increase and improve the overall safety on campus.
3. The SRO will be there to assist and guide all facets of the overall safety of the school including but not limited to:
 - (a) Fire/bomb evacuations;
 - (b) Shelter in place drills and emergencies;
 - (c) Active shooter drills and emergencies;
 - (d) Inclement weather drills and emergencies;
 - (e) Drug and alcohol prevention on campus;
 - (f) Bullying, theft, and other school disruption issues
4. The SRO will patrol campus via school-issued golf cart.
5. The SRO will inform a school representative when a student is involved in a Baker Act on campus. They will work together to make the proper notifications to the student's parent(s).
6. The SRO, when requested, and available, will attend on-campus extra-curricular events such as athletic events, fine arts events, open houses, dances and festivals. If the SRO is not available, the City will schedule a special duty officer to replace the SRO, if requested in advance as referenced in the City policy. (see attached Code of Ordinances Section 2.57).
7. The SRO understands he/she will be visible during lunch periods (alternating between the upper and lower school cafeterias) unless he/she is involved in a call for service within the school.
8. The SRO understands he/she will be visible during class transitions unless he/she is involved in a call for service within the school.
9. The SRO will work with faculty on how to assess a threat.

10. The SRO, when requested, will speak in classrooms and at assemblies on subjects such as bullying, theft, drugs and alcohol, school disruption, and the consequences of those topics.
11. The SRO will assist school staff with resolving conflicts between students.
12. The SRO will attend parent conferences when requested.
13. The SRO will assist with directing traffic during large-scale events and at the end of the school day during normal work hours.
14. The SRO will sit in on interviews and investigations with CPIS when conducting follow-ups with students regarding allegations in the home.
15. The SRO will instruct D.A.R.E. to the 5th grade school students.
16. Hours requested and worked outside normal work hours will be invoiced at a rate of one hundred and sixteen dollars and twenty cents (\$116.20) per hour with an annual escalator of eight percent (8%).