

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this _____ day of _____, 2016, 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 PEMBROKE PINES, FLORIDA
(hereinafter referred to as “CITY”),
having its principal place of business at
9500 Pines Boulevard
Pembroke Pines, Florida 33024

WHEREAS, SBBC and CITY entered into an Agreement dated June 23, 2015 (hereafter “Agreement”); and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) 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 provisions shall replace the Agreement, by interlineation, as follows:

2.02 **Participating District Schools**. CITY shall assign six (6) law enforcement officers to serve as SROs at the nine (9) elementary schools operated by SBBC that are listed on the attached **Exhibit “A”** and seven (7) law enforcement officers to serve as SROs at the five (5) secondary schools operated by SBBC that are listed on the attached **Exhibit “A”** (hereafter collectively referred to as “Participating Schools”) from October 1, 2015 through June 9, 2016.

CITY shall then assign nine (9) law enforcement officers to serve as SROs at the nine (9) elementary schools operated by SBBC that are listed on the attached **Exhibit "A"** and seven (7) law enforcement officers to serve as SROs at the five (5) secondary schools operated by SBBC that are listed on the attached **Exhibit "A"** (hereafter collectively referred to as "Participating Schools") from August 22, 2016 through September 30, 2016.

2.08 **Payment for SRO Program Services.** SBBC shall pay to CITY the sum of Forty-Six Thousand, Two Hundred Fifty-Two Dollars and 00/100 Cents (\$46,252.00) per SRO assigned by the CITY during the term of this Agreement for a total amount payable during the term of Six Hundred Twenty-Nine Thousand, Twenty-Seven Dollars and 20/100 Cents (\$629,027.20). The CITY shall invoice SBBC for SRO services rendered under this Agreement in ten (10) monthly installments with the first invoice being delivered to SBBC in October 2015, and subsequent invoices shall be delivered to SBBC on a monthly basis. Each monthly invoice shall contain reference to the respective installment to which it pertains and the date of this Agreement. Additionally, installments one (1) through eight (8) shall be in the amount of Sixty Thousand One Hundred Twenty-Seven Dollars and 60/100 Cents (\$60,127.60); and installments nine (9) and (10) shall be in the amount of Seventy-Four Thousand, Three Dollars and 20/100 Cents (\$74,003.20). However, the CITY shall make appropriate pro rata reductions in the amount invoiced during any month in which emergency circumstances reduced the amount of SRO services provided by the CITY. 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) days of its receipt of an invoice from the CITY for such services.

3.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. The City shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, the 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. The 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 Agreement's term and following completion of the Agreement if the City does not transfer the public records to SBBC. Upon completion of the Agreement, the City shall transfer, at no cost, to SBBC all public records in possession of the City or keep and maintain public records required by SBBC to perform the services required under the Agreement. If the City transfer all public records to SBBC upon completion of the Agreement, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Agreement, the 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 AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.11 **Compliance with Laws.** Each party 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 Agreement.

3.18 **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.

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; and
- 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.

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

(Corporate Seal)

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

_____, Secretary

By _____
Signature

Printed Name: _____

-or-

Title: _____

Witness

Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ 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.