

FIRST AMENDMENT TO SCHOOL RESOURCE OFFICER AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into 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 MARGATE, FLORIDA

(hereinafter referred to as “CITY”),
a municipal corporation whose principal place of business is
Margate Police Department
5790 Margate Boulevard, Margate, Florida 33063

WHEREAS, SBBC and CITY entered into an Agreement that commenced on August 14, 2023 and expires in June 2026 on the last day that SBBC school personnel report to work as approved by the appropriate SBBC School Calendar, and as specified in the Agreement (“Agreement”); and

WHEREAS, under the Agreement CITY provides SBBC with law enforcement officers to serve as School Resource Officers (“SROs”) in certain Participating SBBC Schools located within CITY, Broward County, Florida and CITY assigns law enforcement officers to serve as SROs under the Agreement; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement through this First Amendment to Agreement (“First Amendment”).

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 are hereby acknowledged, the parties hereby agree as follows:

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

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

(a) **The following provisions – sections 2.04, 2.05, 2.07, 2.08, 3.05, and 3.10 - replaces the respective provisions in the Agreement, by interlineation, as follows:**

2.04 Duties of SROs. An SRO shall not function as a school disciplinarian and shall not intervene in the normal disciplinary actions of the Participating SBBC Schools. 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 including, without limitation, the following:

a) the performance of law enforcement functions within the school setting;

b) the provision of assistance to SBBC in protecting and securing the school site and its occupants during regular school hours and for the duration of any food distribution or dissemination of electronic devices;

c) upon learning of any potential threat that affects the safety and security of the school, SROs shall, as soon as practicable, promptly notify the applicable Participating School's administration of the situation so protective measures can be implemented by the SBBC;

d) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law through a joint effort between SBBC and CITY;

e) the development of positive student concepts of the law enforcement community and promotion of positive interaction and enhanced relations between students and law enforcement officers;

f) the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting;

g) the presentation of educational programs concerning crime prevention and the rights, obligations, and responsibilities of students as citizens;

h) SROs shall participate as a School-Based Threat Management Team ("SBTMT") member at a SBTMT Meeting located at the respective Participating SBBC School. As a SBTMT member, the SRO will assist the school in gathering information, evaluating facts, and helping to make institutional determinations, such as whether a health or safety emergency exists, and how the school should respond. SRO's will also, along with other SBTMT members, have access to SBBC's Psychological Services Department.

i) Pursuant to Section 1006.12(1)(c), Florida Statutes, SROs shall complete mental health crisis intervention training using a curriculum developed by a national organization with expertise in mental health crisis intervention prior to the CITY's assignment to a Participating SBBC School and CITY shall provide SBBC with written certification of completion for each assigned SRO;

j) To the extent SROs have not completed training related to best practices for interactions with persons who have intellectual or developmental disabilities, SBBC will provide free training opportunities for all SROs assigned to school sites during regular school hours or on any agreed upon early release day or employee planning day at no cost.

k) **Law Enforcement Gun Safes/Lockers.**

1) CITY may, at its sole expense and discretion, purchase and install one (1) or more gun safes or gun lockers at any Participating SBBC School. SBBC may, at its sole discretion, reimburse a portion or all of the expense of CITY's purchase of gun safes or gun lockers, through its funds or any applicable grant(s) that it receives;

2) CITY, at its sole discretion, may store any weapons in such gun safes or gun lockers as CITY deems appropriate for the performance of its law enforcement duties;

3) CITY shall provide to SBBC a letter from City's Risk Manager indicating that CITY is a self-insured municipal corporation, in accordance with Section 768.28, Florida Statutes or a written verification of liability insurance, if applicable, with regard to any of the CITY's weapons and other property stored at any Participating SBBC School;

4) CITY will ensure that the location selected for any gun safe or gun locker will be able to structurally support the gun safe and its contents and that any installed gun safe or gun locker will not be easily removed or tampered with by unauthorized persons. CITY will coordinate the location and placement of any gun safe or gun locker with SBBC officials so such items may be incorporated within the Participating SBBC School's security plan; and

5) If at the conclusion of this Agreement, either Party determines that they will not enter into an Agreement for the following school year, CITY will remove such gun safes, gun lockers, and their contents and restore the premises to the original condition within ninety (90) calendar days from the notification of the Party's intent to not enter into said Agreement or by the end of the term of this Agreement, whichever occurs last. If after ninety (90) calendar days CITY fails to retrieve its gun safe or gun locker, the gun safe or gun locker will become the property of SBBC and SBBC may dispose of the gun safe or gun locker as it sees fit. However, the contents of the gun safe or gun locker will remain the property of CITY and CITY shall collect the contents before SBBC disposes of the gun locker or gun safe.

2.05 SBBC Responsibilities.

a) SBBC Control Over Educational/Instructional Programs and Materials. SBBC shall at all times maintain control over the content of any educational programs and instructional materials provided at the Participating SBBC Schools including those provided through the SRO Program. Any activities conducted by an SRO as part of the regular instructional program shall be provided upon prior consultation and coordination with the Principal of the Participating SBBC School.

b) Pursuant to Section 1006.13(4), Florida Statutes, the principal (or designee) shall consult with the SRO concerning appropriate delinquent acts and crimes at the respective Participating SBBC School.

c) The principal (or designee) shall report acts that pose a threat to a Participating SBBC School(s)' safety, whether committed by a student or adult, to CITY's law enforcement agency, pursuant to Section 1006.13(4), Florida Statutes.

2.07 Cost of Services.

a) SBBC Cost for 2023-2024 school year. SBBC's cost for services provided by CITY shall be Ten Thousand, Eight Hundred and Fifteen Dollars and 00/100 Cents (\$10,815.00) per SRO per month in the 2023-2024 school year as more specifically stated in the Cost Chart below.

b) SBBC Cost for 2024-2025 school year. SBBC's cost for services provided by CITY shall be Eleven Thousand, Three Hundred Fifty-Five Dollars and 75/100 Cents (\$11,355.75) per SRO per month in the 2024-2025 school year as more specifically stated in the Cost Chart below.

c) SBBC Cost for 2025-2026 school year. The quantity of SBBC's cost for the 2025-2026 school year shall be either the amount referenced in section 2.07c)1) or 2.07c)2) below, subject to the facts and circumstances described therein.

1) If the certified taxable value of property in Broward County, as determined by the Broward County Property Appraiser's notice to SBBC on or after July 1, 2025, drop more than five percent (5%) of the year 2023 certified taxable value of property in Broward County - \$302,358,426,389.00 - (i.e. falls below the total amount of \$287,240,505,070.00), then SBBC's cost for services provided by CITY in the 2025-2026 school year shall be Eleven Thousand, Three Hundred Fifty-Five Dollars and 75/100 Cents (\$11,355.75) per SRO per month.

2) If the certified taxable value of property in Broward County, as determined by the Broward County Property Appraiser's notice to SBBC on or after July 1, 2025, does not fall below the total amount of \$287,240,505,070.00, then SBBC's cost for services provided by CITY in the 2025-2026 school year shall be Eleven Thousand, Nine Hundred Twenty-Three Dollars and 54/100 Cents (\$11,923.54) per SRO per month, and as more specifically stated in the Cost Chart below.

d) Cost Chart. The Cost amounts referenced in the chart below for the year 2025-2026 school year may change subject to the facts and circumstances described in section 2.07c) above.

Participating SBBC School	No. of SRO's	Duration (Months) per school year	2023-2024 Monthly cost per SRO	2024-2025 Monthly cost per SRO	2025-2026 Monthly cost per SRO* [*all cost amount in this column may change subject to section 2.07(c)]
Elementary Schools					
1. Atlantic West	1	10	\$10,815.00	\$11,355.75	\$11,923.54
2. Liberty	1	10	\$10,815.00	\$11,355.75	\$11,923.54
3. Margate	1	10	\$10,815.00	\$11,355.75	\$11,923.54
Middle School					
1. Margate	1	10	\$10,815.00	\$11,355.75	\$11,923.54
Yearly Totals:	4		\$432,600.00	\$454,230.00	\$476,941.60
Margate 23/26 Total:	4				\$1,363,771.60

e) Unless otherwise specified herein, SBBC shall not be invoiced or otherwise obligated to pay for any day(s) in the monthly period that CITY failed to provide the prescribed number of SROs, or

other temporarily assigned law enforcement officer, serving as an SRO for the regular school hours defined in this Agreement.

2.08 Payment for SRO Program Services.

a) CITY shall appropriately invoice SBBC for SRO services rendered under this Agreement for the 2023 – 2024 school year for the months listed below in this subsection, in monthly installments excluding amounts already paid to CITY for those respective months, with invoices - in form specifically stated in this section- delivered to SBBC, after both parties approve and execute this Agreement, for services rendered as follows:

1) for the 2023-2024 school year: August 2023, September 2023, October 2023, November 2023, December 2023, and January 2024.

b) CITY shall appropriately invoice SBBC for SRO services rendered under this Agreement in monthly installments with invoices delivered to SBBC by the end of each month for services rendered as follows:

1) for the 2023-2024 school year: February 2024, March 2024, April 2024, May 2024, June 2024, and July 2024; and

2) for the 2024-2025 school year: August 2024, September 2024, October 2024, November 2024, December 2024, January 2025, February 2025, March 2025, April 2025, May 2025; and

3) for the 2025-2026 school year: August 2025, September 2025, October 2025, November 2025, December 2025, January 2026, February 2026, March 2026, April 2026, May 2026.

c) CITY acknowledges receipt of payment from SBBC for the 2023-2024 school year as follows:

1) payment of Forty-One Thousand, Two Hundred Dollars and 00/100 Cents (\$41,200.00) for August 2023 under invoice #23083125; and

2) payment of Forty-One Thousand, Two Hundred Dollars and 00/100 Cents (\$41,200.00) for September 2023 under invoice #23092915; and

3) payment of Forty-One Thousand, Two Hundred Dollars and 00/100 Cents (\$41,200.00) for October 2023 under invoice #23103124; and

4) payment of Forty-One Thousand, Two Hundred Dollars and 00/100 Cents (\$41,200.00) for November 2023 under invoice #23113028; and

5) payment of Forty-One Thousand, Two Hundred Dollars and 00/100 Cents (\$41,200.00) for December 2023 under invoice #23122941; and

6) payment of Forty-One Thousand, Two Hundred Dollars and 00/100 Cents (\$41,200.00) for January 2024 under invoice #2403123; and

7) payment of Forty-One Thousand, Two Hundred Dollars and 00/100 Cents (\$41,200.00) for February 2024 under invoice #24022923.

d) For the 2023 – 2024 school year school year each monthly invoice for August 2023, September 2023, October 2023, November 2023, December 2023, January 2024, and February 2024 shall contain reference to the school year, the respective installment to which it pertains, the actual number of SROs assigned for that installment period, the monthly invoice amount and invoice # already paid to CITY subtracted from the total amounts specifically stated in the table in section 2.07, the date of this Agreement, and written certification by CITY that each monthly invoice reflects only those days that SROs actually rendered services under this Agreement. Specifically, the amount of each invoice from August 2023 September 2023, October 2023, November 2023, December 2023, January 2024, and February 2024 shall be as follows:

1) August 2023 – Two Thousand Sixty Dollars and 00/100 Cents (\$2,060.00); and

2) September 2023 - Two Thousand Sixty Dollars and 00/100 Cents (\$2,060.00); and

3) October 2023 - Two Thousand Sixty Dollars and 00/100 Cents (\$2,060.00); and

4) November - Two Thousand Sixty Dollars and 00/100 Cents (\$2,060.00); and

5) December - Two Thousand Sixty Dollars and 00/100 Cents (\$2,060.00); and

6) January 2024 - Two Thousand Sixty Dollars and 00/100 Cents (\$2,060.00); and

7) February 2024 - Two Thousand Sixty Dollars and 00/100 Cents (\$2,060.00).

e) Each monthly invoice for all remaining invoices under this Agreement for the 2023 – 2024 school year, the 2024 – 2025 school year, and the 2025 – 2026 school year (i.e. March 2024, April, 2024, May 2024; August 2024 through May 2025; and August 2025 through May 2026) shall contain reference to the school year, the respective installment to which it pertains, the actual number of SROs assigned for that installment

period, the monthly invoice amount as specifically stated in the table in section 2.07, the date of this Agreement, and written certification by CITY that each monthly invoice reflects only those days that SROs actually rendered services under this Agreement.

f) Upon receipt by SBBC's contact person designated in section 2.06 of CITY's proper invoice together with CITY's certification and verification by SBBC that the SRO services were provided by CITY in accordance with this Agreement, SBBC shall make payment for SRO services within thirty (30) calendar days after receipt of such invoice.

g) With the exception of trainings held on agreed upon early release or employee planning days, SBBC will reimburse CITY for overtime incurred as part of SBBC's mandatory training held outside of regular school hours. CITY shall provide any and all information related to the individual pay rate of the SRO that performed the overtime and that respective SRO's overtime rate.

3.05 Termination. This Agreement may be terminated with or without cause by either Party during the term hereof upon thirty (30) calendar days' written notice to the other Party of its desire to terminate this Agreement. If the certified taxable value of property in Broward County, as determined by the Broward County Property Appraiser's notice to SBBC on or after July 1, 2025, falls below the total amount of \$287,240,505,070.00, then SBBC, through the delegated authority hereby provided to the Superintendent or her/his designee, shall have the right to terminate this Agreement for cause with no liabilities, damages, further obligations, or penalties accruing to SBBC as a result of termination under this section; and shall notify CITY at the earliest possible time before such termination. SBBC shall pay CITY for all services rendered through the effective date of termination. Should CITY wish to continue with this Agreement but choose to remove one or more SROs from SBBC schools, and such removal would result in no SRO at any Participating SBBC School, CITY shall give SBBC forty-five (45) calendar days' written notice of such removal.

3.10 SBBC Disclosure of Education Records.

a) School-Based Threat Management Team Meetings.

1) Purpose of Disclosures. SBBC shall provide the education records listed in this section when SROs participate as a SBTMT member at a SBTMT Meeting located at the respective Participating SBBC School to determine the level of threat and/or interventions to be provided to the student.

2) Types of Education Records. For SROs participating in the SBTMT Meeting who have signed as a team member, SBBC will provide the SRO, upon her/his request at the SBTMT Meeting, with the education records used and discussed during the SRO's participation in the SBTMT Meeting at the respective Participating SBBC School. In addition, if the SRO requests a copy of the BTA document by the conclusion of the SBTMT Meeting, SBBC shall provide it to the signatory SRO, via hardcopy or secure email.

3) The SRO may keep and retain all records received pursuant to section 3.10(a)(2) provided that such records are retained and kept in accordance with Chapter 119, Florida Statutes, and section 3.11, below.

4) Consent. SROs shall not receive education records from SBBC unless: 1) the education records are for the purpose listed above in this section, or 2) the disclosure of the education records falls under a Family Education Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations (34 C.F.R. Part 99) exception to consent, or 3) SBBC is able to obtain prior written consent from each student's parent/guardian or student age 18 years or older prior to disclosing the education records. Should SBBC not be able to obtain prior written consent, then SBBC will not provide the SRO with the education records, and the SRO will not be entitled to same.

b) The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in CITY's privacy policies, if any.

3. **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 take precedence in this order:

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

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

5. **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 upon the date of the last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By: _____
Lori, Alhadeff, Chair

Date: _____

Dr. Howard Hepburn
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 MARGATE, FLORIDA

By: _____
CITY MANAGER

CITY CLERK

Date: _____

Approved as to Form:

CITY ATTORNEY

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced _____ (type of identification) as identification and who ☐ did/☐ did not first take an oath this _____ day of _____, 2024.

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

CITY OF MARGATE

Arlene R. Schwartz, Mayor

____ day of _____, 20__

Cale Curtis, City Manager

____ day of _____, 20__

ATTEST:

APPROVED AS TO FORM:

Jennifer M. Johnson, City Clerk

____ day of _____, 20__

David N. Tolces, City Attorney

____ day of _____, 20__