

## **FIRST AMENDMENT TO 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 City Hall  
5790 Margate Boulevard  
Margate, Florida 33063

**WHEREAS**, SBBC and CITY entered into an Agreement that commenced on October 1, 2022 and expires on January 15, 2027 ("Agreement"); and

**WHEREAS**, the Agreement provides CITY with access to real-time (live) video feeds from SBBC's surveillance cameras when active circumstances at a public district school or facility present an immediate need for law enforcement or fire safety personnel to respond to that school or facility to protect the health or safety of district school students, SBBC personnel or SBBC property.; 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:

1.01 **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:

(a) **The following provisions replaces section 2.04(a)2) of the respective provision in the Agreement, by interlineation, as follows:**

2) Where a call is received, through the E-911 system, SBBC's mobile panic alert system (Alyssa's Alert), or additional SBBC strategies or systems, of an emergency occurring on or near the grounds of a district school or facility;

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 takes 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 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. Peter B. Licata, 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: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
DATE

Approved as to Form:

\_\_\_\_\_  
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 \_\_\_\_\_, 2023.

My Commission Expires:

\_\_\_\_\_  
Signature – Notary Public

(SEAL)

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No

**CITY OF MARGATE**

\_\_\_\_\_  
Anthony N. Caggiano, 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, Interim City Attorney  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_