



DATE: May 8, 2014 14M-071

MEMO TO: William MacDonald, Director, Bureau of Finance & Budget (via e-mail)
Victor Marrero, Director, Risk Management (via e-mail)
Neesa Warlen, Director, Purchasing Administration (via e-mail)

FROM: Lee Futch, Sworn Assistant General Counsel
Office of the General Counsel *LF*

SUBJECT: Executed Contract – City of Deerfield Beach (Police and Fire Services)

Enclosed please find a copy of the agreement between the Broward Sheriff's Office and the following:

Agreement Summary

Party: BSO and City of Deerfield Beach

Purpose: 1st Amendment to reduce the staffing levels by two (2) Division Chiefs, one (1) Driver Engineer, one (1) Captain, and five (5) Telecommunicators.

Consideration: POLICE
\$20,380,164.00 (FY14)
\$1,698,347.00 (FY14 monthly consideration)

FIRE
\$22,506,478.00 (FY14)
\$1,875,539.83 (FY14 monthly consideration)

Term: Effective October 1, 2013

LF/mc
Enclosure

cc: Robert Weech, Division Chief, Deerfield Beach F/R (via e-mail)
Francis Porcella, Deputy Chief, Fire Rescue Administration (via e-mail)
Vicki Petersen, Business Manager, DLE (via e-mail)
Jean Hanna, Asst. Business Manager, EMS Administration – FR (via e-mail)
Dafne Perez, Business Manager, Bureau of Finance & Budget (via e-mail)
Irene Costa, Contracts Manager, Purchasing Administration (via e-mail)
Donda Evans, Administrative Assistant, Fire Rescue Administration (via e-mail)
Susan Graves, Administrative Assistant, Finance (via e-mail)
Maritza Beckford, Administrative Assistant, Purchasing Administration (via e-mail)

**FIRST AMENDMENT TO THE AGREEMENT FOR POLICE, FIRE AND EMERGENCY
MEDICAL SERVICES**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR POLICE, FIRE AND EMERGENCY MEDICAL SERVICES, dated the 1 day of Oct., 2013, is made by and between the City of Deerfield Beach, (hereinafter referred to as the "CITY") and the Broward Sheriff's Office (hereinafter referred to as "BSO")

WITNESSETH:

WHEREAS, on or about September 14, 2011, the CITY contracted with the Broward Sheriff's Office for the provision of police, fire, and emergency medical services, and

WHEREAS, the CITY is desirous of adjusting the staffing structure to reduce the number of personnel assigned to the CITY, and

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. This Agreement is comprised of the Agreement, the Special Terms and Conditions set forth in Exhibit A of the Agreement, Exhibits B and C to the Agreement, this First Amendment and the Revised Special Terms and Conditions set forth in Exhibit A to this First Amendment, which is attached and incorporated herein.
3. In the event there is a conflict between the General Terms and Conditions, Special Terms and Conditions, and the Transition of Employees Terms and Conditions, the documents shall be controlling in the following order:
 - a. Special Terms and Conditions
 - b. Transition of Employees Terms and Conditions
 - c. General Terms and Conditions
4. Effective October 1, 2013, the staffing levels will be reduced by Two (2) Division Chiefs, One (1) Driver Engineer, One (1) Captain and Five (5) Telecommunicators as reflected in Exhibit A to the First Amendment, attached hereto and incorporated by reference.
5. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effort.

**FIRST AMENDMENT TO THE AGREEMENT FOR POLICE FIRE AND EMERGENCY
MEDICALSERVICES BETWEEN THE CITY OF DEERFIELD BEACH, FLORIDA AND
THE BROWARD SHERIFF'S OFFICE**


IN WITNESS HEREOF, each of the parties hereto have authorized its duly authorized representative to execute this Agreement on the day and date first set forth above.

BSO:

BROWARD SHERIFF'S OFFICE

By: 
SCOTT J. ISRAEL, SHERIFF

Approved as to form and legal sufficiency subject to the execution by the parties:

By: 
RONALD M. GUNZBURGER, GENERAL COUNSEL
LF

FIRST AMENDMENT TO THE AGREEMENT FOR POLICE, FIRE AND EMERGENCY
MEDICAL SERVICES BETWEEN THE CITY OF DEERFIELD BEACH, FLORIDA AND
THE BROWARD SHERIFF'S OFFICE

CITY:

CITY OF DEERFIELD BEACH

ATTEST:


CITY CLERK

By: Sean M. Robb
SEAN M. ROBB
MAYOR

Dated: 4/2/14

(SEAL)

By: Burgess Hanson
BURGESS HANSON
CITY MANAGER

Dated: 4/4/14

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


ANDREW MAURODIS
CITY ATTORNEY

EXHIBIT A

REVISED SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions have been agreed upon by and between the CITY and BSO:

CITY:	City of Deerfield Beach																						
EFFECTIVE DATE OF AGREEMENT	October 1, 2010																						
EFFECTIVE DATE OF FIRST AMENDMENT:	October 1, 2013																						
FIRST YEAR:	October 1, 2010 – September 30, 2011																						
TERM:	October 1, 2010 – September 30, 2015																						
RENEWAL OPTION:	Renewable for one (1), five (5) year term upon the City and BSO agreeing to such renewal and the terms and conditions thereto.																						
POLICE STAFFING STRUCTURE:	<table><tr><td>1</td><td>District Chief</td></tr><tr><td>1</td><td>Executive Officer/Lieutenant</td></tr><tr><td>2</td><td>Lieutenants</td></tr><tr><td>13</td><td>Sergeants</td></tr><tr><td>109</td><td>Deputy Sheriff</td></tr><tr><td>7</td><td>Community Service Aides</td></tr><tr><td>7</td><td>Part-Time Parking Enforcement Specialists</td></tr><tr><td>8</td><td>Code Enforcement Officers</td></tr><tr><td>3</td><td>Clerical Personnel</td></tr><tr><td>1</td><td>Secretary</td></tr><tr><td>1</td><td>Custodian</td></tr></table> <hr/> <p>153</p>	1	District Chief	1	Executive Officer/Lieutenant	2	Lieutenants	13	Sergeants	109	Deputy Sheriff	7	Community Service Aides	7	Part-Time Parking Enforcement Specialists	8	Code Enforcement Officers	3	Clerical Personnel	1	Secretary	1	Custodian
1	District Chief																						
1	Executive Officer/Lieutenant																						
2	Lieutenants																						
13	Sergeants																						
109	Deputy Sheriff																						
7	Community Service Aides																						
7	Part-Time Parking Enforcement Specialists																						
8	Code Enforcement Officers																						
3	Clerical Personnel																						
1	Secretary																						
1	Custodian																						

POLICE MINIMUM STAFFING:	26 sworn personnel in a twenty-four hour period each working a twelve (12) hour shift
FIRE STAFFING STRUCTURE:	<p>1 District Fire Chief 1 Division Fire Chief * 6 Fire Prevention Personnel 4 Battalion Chiefs 18 Captains 30 Lieutenants 21 Driver Engineers 62 Firefighter/Paramedics 2 Clerical Support Staff</p> <hr/> 145 Total
FIRE MINIMUM STAFFING:	<p><u>Fire Apparatus/ALS Engine or ALS Ladder:</u></p> <p>One (1) company officer (Captain) Firefighter Paramedic</p> <p>One (1) Driver Engineer Firefighter Paramedic</p> <p>One (1) Firefighter Paramedic</p> <p><u>ALS Rescue Transport:</u></p> <p>One (1) company officer (Lieutenant) Firefighter Paramedic</p> <p>Two (2) FireFighter/Paramedic</p>
FIRE CONSIDERATION:	<p>Fiscal Year 2014 \$ 22,506,478.00</p> <p>F/Y 2014 Monthly Consideration \$ 1,875,539.83</p>

	The above consideration numbers are subject to finalization
POLICE CONSIDERATION:	
Fiscal Year 2014	\$20,380,164
F/Y 2014 Monthly Consideration	\$1,698,347
POLICE HEADQUARTERS ADDRESS:	300 Northeast 2 nd Street, FL 33004 Deerfield Beach, FL 33441
FIRE HEADQUARTERS ADDRESS:	1441 FAU Research Park Boulevard Deerfield Beach, FL 22441
FACILITIES ADDRESSES::	Police Headquarters 300 Northeast 2 nd Street, FL 33004 Deerfield Beach, FL 33441 West Substation 580 S. Powerline Road Deerfield Beach, FL 33441
CODE ENFORCEMENT:	YES OR NO
FUEL SITE:	YES OR NO
NOTICE CITY ADDRESS::	City Manager City of Deerfield Beach 150 Northeast 2nd Avenue Deerfield Beach, Florida 33441
Additional Services	<i>Criminal Investigative Unit and Selective Enforcement Unit</i> A Criminal Investigations Unit and Selective Enforcement Unit (SET) shall be established to conduct the necessary investigations of criminal activity within the CITY. The SET Team's and Criminal Investigative

Unit's caseload responsibility will be determined by the District Chief or designee. The District Criminal Investigations Unit and SET Team are specialized assignments within the CITY for particular investigations where and as the need for same requires. The Units shall not operate in the traditional shift structure. The on duty status of the Units will be determined by the District Chief or designee subject to recognized labor guidelines.

Parking Enforcement

BSO agrees to provide the CITY with seven (7) part-time Parking Enforcement Specialists. Parking Enforcement Specialists shall perform those functions as described in the job description on file with BSO. All candidates for Parking Enforcement Specialist shall be subject to BSO hiring procedures. The scheduling of Parking Enforcement Specialists shall be in the sole discretion of the District Chief or his designee in consultation with the City Manager with the total number of hours worked by all Parking Enforcement Specialists not to exceed six thousand (6,000) hours annually. BSO COPS Program members may assist with parking enforcement within the CITY as mutually agreed upon between BSO and the CITY.

Code Enforcement

BSO will provide the CITY with Parking Enforcement and Code Enforcement services, which include furnishing data, reports, testimony, and complying with the CITY's processes and procedures of the Special Magistrate for Code Enforcement. The CITY will continue to provide the Special Magistrate function, and retains all revenues associated with enforcement of liens and/or foreclosures under said process.

The CITY, not BSO, shall be responsible for the following Code Enforcement functions:

- a) building inspections and enforcement of

- the Florida Building Code and;
- b) lien collections and fine collections, except for administrative suspensions of vehicle registrations for parking enforcement matters.

BSO will have access to all CITY records relevant to code enforcement research, including, but not limited to, building permits and plans, sign permits, development and site plans and occupational license records.

The CITY's attorney will advise BSO Code Enforcement personnel assigned to the CITY on Code related issues and assist with presentation of cases before the Special Magistrate to the extent that the City Attorney would normally provide such services if the Code Enforcement personnel were employed by the CITY. BSO Code Enforcement personnel will have an open line of communication to the CITY's attorney with regard to such issues.

The CITY shall have the right to terminate BSO's provision of Code Enforcement services and/or Parking Enforcement services upon providing BSO with no less than ninety (90) calendar days prior written notice. In the event the CITY exercises such right, the CITY and BSO will amend this Agreement through a written Amendment, which sets forth the reduction in services, staffing and consideration paid for the terminated service. In the event the CITY terminates BSO's provision of Code Enforcement services and/or Parking Enforcement services, such termination shall not affect the remaining provisions of this Agreement.

Both the CITY and BSO recognize that from time to time the Mayor and City Commission will amend its Code of Ordinances to modify or enact additional regulations and that BSO Code Enforcement personnel shall be responsible to enforce such regulations when applicable. The CITY shall provide the designated supervisor of the Code Enforcement division with copies of all approved ordinance changes that are applicable for enforcement by Code Enforcement inspectors.

All BSO vehicles utilized by BSO Code Enforcement Inspectors shall be identified with the wording "Code Enforcement" in three (3) to six (6) inch lettering to be supplied and installed by BSO at its expense.

All BSO Code Enforcement Inspectors and personnel, other than certified law enforcement officers who may be designated as supervisors, shall be outfitted in non-police uniform attire, in compliance with BSO's standards and regulations for same, and shall utilize said attire when performing its inspection and enforcement functions and during all interaction with the public.

School Crossing Guard Program

The SHERIFF shall assist the CITY with the management of the Deerfield Beach School Crossing Guard Program.

The CITY, as an employer of the Crossing Guards, has the ultimate authority with regards to any and all employment related issues, which include but are not limited to, hiring, scheduling (times and locations), supervision, control, pay, discipline, training, promotions, uniforms, and policies and procedures.

Any and all School Crossing Guards assigned to the City School Crossing Guard Program shall be deemed employees of the CITY, not of the SHERIFF.

The CITY shall be responsible for any and all costs attributed to the School Crossing Guards' employment including, but not limited to, salaries, uniforms, work supplies, retirement contributions, insurance benefits, worker's compensation, unemployment compensation, leave accruals, FICA taxes, unemployment taxes, and any other recognized employee benefit or right.

The SHERIFF shall not be liable for and the CITY agrees to indemnify the SHERIFF against any and all liability resulting from injury or illness, or any kind whatsoever, to the School Crossing Guards; however

this indemnity does not include any negligence of the SHERIFF or his employees.

The CITY shall be responsible for withholding employment related taxes including, but not limited to, FICA and Federal withholdings, from the School Crossing Guard's pay.

The SHERIFF shall not be responsible, in any manner, for any costs or expenses attributed to the CITY's School Crossing Guard Program or the employment of the School Crossing Guards.

To the extent permitted by law, the CITY shall indemnify, hold harmless, and defend the SHERIFF, his deputies, employees, agents, servants, designees, attorneys, and representatives against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorneys' fees, resulting, either directly or indirectly, from the acts, actions, omissions, negligence, or willful misconduct of the School Crossing Guards. The SHERIFF reserves the right to select defense counsel. Provisions of this section shall survive the expiration or nearly termination of this Agreement.

To the extent permitted by law, the CITY shall indemnify, hold harmless, and defend the SHERIFF, his deputies, employees, agents, servants, designees, attorneys, and representatives against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorneys' fees, resulting, either directly or indirectly, from any School Crossing Guard employment related benefits or rights including, but not limited to, salaries, uniforms, work supplies, retirement contributions, insurance benefits, worker's compensation, unemployment compensation, leave accruals, FICA taxes, unemployment taxes, and any other recognized employee benefit or right.

To the extent permitted by law, SHERIFF shall hold harmless, indemnify and defend the CITY against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorneys' fees, which may result from or arise out of the negligent acts of the employees of the SHERIFF while acting

within the scope of their employment.

SHERIFF and CITY will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

The SHERIFF reserves the right to terminate the SHERIFF'S assistance to the School Crossing Guard Program , provided the SHERIFF gives the CITY written notice of such termination no less than sixty (60) days prior to the commencement of the school year. The CITY reserves the right to terminate the SHERIFF's assistance to the School Crossing Guard Program upon providing the SHERIFF with no less than ninety (90) days prior written notice.

The CITY shall comply with all applicable sections of the Americans with Disabilities Act, Family Medical Leave Act, Fair Labor Standards Act, and all other federal, state, and local laws, rules, regulations, codes, and ordinances. The CITY shall not discriminate on the basis of race, age, religion, color, gender, national origin, marital status, or physical or mental disability.