

SEP 16 2014

LT. COLONEL WILLIAM H. KNOWLES

RESOLUTION NO. 14-09-6090

A RESOLUTION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE AGREEMENT WITH THE BROWARD SHERIFF'S OFFICE FOR POLICE SERVICES; AUTHORIZING THE CITY MANAGER OF THE CITY OF NORTH LAUDERDALE, FLORIDA, TO EXECUTE THE AMENDMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the City of North Lauderdale ("City") provides police services to the residents and businesses located within the City; and

WHEREAS, the City entered into a Agreement dated September 14, 2011, with the Sheriff of Broward County (BSO) for Police Services (the "Agreement"); and,

WHEREAS, the City and the BSO have agreed to amend the Agreement and are now desirous of increasing staffing by one (1) Lieutenant, reclassifying one (1) Sheriff's Deputy to a School Resource Deputy and modifying the consideration accordingly;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, AS FOLLOWS:

Section 1. The foregoing "WHEREAS" clauses are ratified as being true and correct and are hereby incorporated herein.

Section 2. The City Commission of the City of North Lauderdale does hereby approve the Second Amendment to the Agreement for Police Services with the BSO, attached hereto as Exhibit "A".

Section 3. The City Manager of the City of North Lauderdale, is hereby authorized and directed, on behalf of the City of North Lauderdale, to execute and to otherwise enter into the First Amendment to the Agreement for Police Services with the BSO.

Section 4. All terms, conditions, and provisions in the Agreement for Police Services between the City and the BSO, not amended hereby shall remain in full force and effect.

Section 5. Severability. If any clause, section or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way effecting the validity of the other provisions of this Ordinance.

Section 6. Conflicts. That all Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 7. Effective Date. That this Resolution shall take effect immediately upon adoption.

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PASSED ADOPTED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ON THIS 12th DAY OF SEPTEMBER, 2014.

CITY OF NORTH LAUDERDALE, FLORIDA

APPROVED AS TO FORM:


MAYOR JACK BRADY


SAMUEL S. GOREN,
CITY ATTORNEY


VICE MAYOR JERRY GRAZIOSE

ATTEST:


PATRICIA VANCHERI, CITY CLERK

EXHIBIT A

SECOND AMENDMENT

TO

AGREEMENT

FOR

POLICE SERVICES

This Second Amendment is entered into this 12 day of SEPTEMBER 2014, by and between the Broward Sheriff's Office (hereinafter referred to as "BSO") and the City of North Lauderdale (hereinafter referred to as the "CITY").

WHEREAS, on or about September 14, 2011, BSO and the CITY entered into an Agreement for Police Services; and

WHEREAS, on or about October 8, 2013, BSO and the CITY entered into a First Amendment for Police Services; and

WHEREAS, BSO and the CITY are now desirous of adding one (1) Lieutenant position, reclassifying one (1) Sheriff's Deputy to a School Resource Deputy and modifying the consideration accordingly;

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

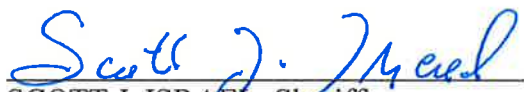
1. Commencing on October 1, 2014, the staffing structure shall be increased by one (1) Lieutenant position, reclassifying one (1) Sheriff's Deputy to a School Resource Deputy, and the consideration increased accordingly, resulting in a Revised Exhibit A, which is attached and incorporated herein.
2. Except as otherwise modified herein, the terms and conditions of the Agreement shall remain in full force and effect.

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SECOND AMENDMENT TO AGREEMENT FOR POLICE SERVICES BY AND BETWEEN
THE BROWARD SHERIFF'S OFFICE AND THE CITY OF NORTH LAUDERDALE

IN WITNESS HEREOF, each of the parties hereto executes this Second Amendment through
its duly authorized representatives as set forth below.

BROWARD SHERIFF'S OFFICE


SCOTT J. ISRAEL, Sheriff

Date: 10/13/14

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

By: 
RONALD M. GUNZBURGER, General Counsel

Date: 100914

SECOND AMENDMENT TO AGREEMENT FOR POLICE SERVICES BY AND BETWEEN
THE BROWARD SHERIFF'S OFFICE AND THE CITY OF NORTH LAUDERDALE

CITY:

CITY OF NORTH LAUDERDALE

ATTEST:

Patricia Vancheri
PATRICIA VANCHERI
CITY CLERK

By: Jack Brady
JACK BRADY
MAYOR

Dated: September 12, 2014

(SEAL)

By: ABhatty
AMBREEN BHATTY
CITY MANAGER

Dated: September 12, 2014

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Samuel S. Goren, 9/12/14
SAMUEL S. GOREN
CITY ATTORNEY

SECOND AMENDMENT
REVISED EXHIBIT A

SPECIAL TERMS AND CONDITIONS

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

| | |
|---------------------|---|
| TOWN: | City of North Lauderdale |
| EFFECTIVE DATE: | October 1, 2011 |
| FIRST YEAR: | October 1, 2011 – September 30, 2012 |
| TERM: | October 1, 2011 – September 30, 2016 |
| RENEWAL OPTION: | This Agreement may be renewed for an additional five (5) year period upon mutual written agreement of the parties as to the terms and conditions agreed upon at such time. |
| CITY BOUNDARIES: | |
| STAFFING STRUCTURE: | 1 District Chief 1 Executive Officer 1 Shift Commanders/Deputy Sheriff Lieutenants 6 Patrol-Shift Supervisors/Deputy Sheriff Sergeants 40 Uniformed Patrol Officers/Deputy Sheriffs 1 School Resource Deputy 1 Investigator Supervisor/Deputy Sheriff Sergeant 3 Criminal Investigators/Deputy Sheriff Detectives 2 Motorcycle Patrol/Deputy Sheriff 4 Community Service Aides <u>3 Secretaries</u> 63 TOTAL |
| MINIMUM STAFFING: | Twelve (12) sworn personnel in a twenty-four hour period each working a twelve (12) hour shift |

| | |
|--|---|
| CONSIDERATION: <u>Fiscal Year 2015:</u> | The consideration for the cost of the new Lieutenant position shall be reflected in the consideration for FY2015. |
| POLICE HEADQUARTERS ADDRESS: | 701 SW 71 st Avenue North Lauderdale, FL 33068-2395 |
| FACILITIES ADDRESSES: | |
| CODE ENFORCEMENT: | YES OR NO |
| FUEL SITE: | YES OR NO |
| NOTICE: CITY ADDRESS:: | City Manager City of North Lauderdale 701 SW 71 st Avenue North Lauderdale, FL 33068-2395 |