

FIRST AMENDMENT
TO
LAW ENFORCEMENT SERVICE AGREEMENT
BY AND BETWEEN
THE CITY OF OAKLAND PARK
AND
BROWARD SHERIFF'S OFFICE

THIS FIRST AMENDMENT is made and entered into this 6TH day of October, 2011 by and between the City of Oakland Park, a municipal corporation organized and existing under the laws of the State of Florida, which municipality is fully located within the boundaries of Broward County, Florida (hereinafter referred to as "CITY") and the Broward Sheriff's Office (hereinafter referred to as "BSO").

WITNESSETH:

WHEREAS, on or about October 20, 2010, the CITY contracted with BSO to provide law enforcement services to the CITY; and

WHEREAS, the CITY now desire to amend the Agreement to modify the indemnification provisions and authorize the City Manager to act on behalf of the CITY with respect to staffing increases under this Agreement subject to the limitations set forth herein; and

NOW THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, it is agreed as follows:

1. The above recitals are true and correct and incorporated herein.
2. The following provision is hereby added to the Agreement:

Commencing on October 1, 2010, nunc pro tunc, BSO agrees that upon written request from the City Manager for additional Deputy Sheriffs to the Oakland Park District staffing, that BSO will provide said Deputy Sheriffs at a maximum cost of \$99,500 per Deputy Sheriff for Fiscal Year 2011 (October 1, 2010 – September 30, 2011), for up to three (3) additional deputies as set forth in Exhibit A of the Agreement. and \$139,333 per Deputy Sheriff for Fiscal Year 2012 (October 1, 2011 – September 30, 2012). Notwithstanding the above provisions, the Deputy Sheriffs provided by BSO as set forth above will be at the rank of Deputy Sheriff and will not be assigned to a specialized unit or function requiring supplemental pay unless otherwise agreed to by the CITY and BSO.

Upon agreement between the City Manager, pursuant to the City Manager's authority as set forth in the preceding provision, and BSO with respect to any additional deputy sheriffs, such agreement shall be formalized by the City Manger and BSO signing off on a revised Exhibit A.

3. Section 16 (a) is amended in its entirety to read as follows:

- a. BSO'S Obligations. To the extent permitted by law, BSO will indemnify and save harmless the CITY of and from any and all fines, suits, claims, demands, penalties, losses and actions (including attorney's fees) for any injury to persons or damage to or loss of property caused by the negligence or willful misconduct of BSO or its agents, employees or contractors or when directly resulting from BSO's breach of this Agreement. This covenant and agreement of the BSO shall survive the expiration or earlier termination of this Agreement.

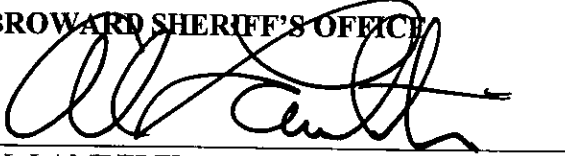
To the extent permitted by law, BSO shall reimburse the CITY and its employees, past and present, for any and all costs and expenses, including reasonable attorney's fees, which the CITY or its employees, past and present, incur in defending a case resulting from the acts or omissions of BSO or its employees, provided that (i) neither the CITY nor its employees, past and present, had any wrongdoing in the case; (ii) their legal counsel took all measures to dismiss their respective client(s) from the case as soon as possible and to limit the liability to their respective client(s); and (iii) such legal counsel cooperates with BSO's legal counsel in defending of the case.

4. Except as amended herein, all other provisions of the Agreement shall remain in full force and effect.

FIRST AMENDMENT TO LAW ENFORCEMENT SERVICE AGREEMENT BY AND BETWEEN THE CITY OF OAKLAND PARK AND BROWARD SHERIFF'S OFFICE

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the date(s) indicated below.

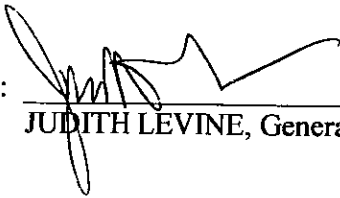

BROWARD SHERIFF'S OFFICE



AL LAMBERTI
Sheriff

Date: 10-6-11

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

By:  
JUDITH LEVINE, General Counsel

Date: 10/6/11

FIRST AMENDMENT TO LAW ENFORCEMENT SERVICE AGREEMENT BY AND BETWEEN THE CITY OF OAKLAND PARK AND BROWARD SHERIFF'S OFFICE

CITY OF OAKLAND PARK

CITY:

CITY OF OAKLAND PARK

By: 

Name: Suzanne Boisvenue

Title: Mayor

Attest by: 

Name: Janette Smith

Title: City Clerk

R. 2011-122

[SEAL]

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY:

By: 

Name: DJ Doody, Counsel

Title: City Attorney

H:\contractOakland Park First Amendment 4-6-11

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RESOLUTION NO. R-2011-122

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE CITY OF OAKLAND PARK AND BROWARD SHERIFF'S OFFICE; A COPY OF THE AGREEMENT IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the proper City officials to execute a First Amendment to Law Enforcement Service Agreement by and between the City of Oakland Park and Broward Sheriff's Office.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. In accepting the recommendation of City staff, the City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the proper City officials to execute a First Amendment to Law Enforcement Service Agreement; a copy of the Agreement is attached hereto as Exhibit "A".

SECTION 3. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

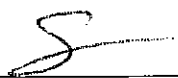
SECTION 4. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 5. This Resolution shall become effective immediately upon its passage and adoption.

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ADOPTED by the City Commission of the City of Oakland Park, Florida this
21st day of September, 2011.

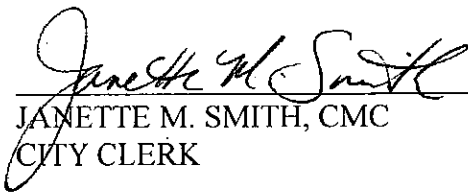
CITY OF OAKLAND PARK, FLORIDA



MAYOR SUZANNE BOISVENUE

A. SALLEE	<u>YES</u>
J. ADORNATO	<u>YES</u>
S. MCCARTNEY	<u>YES</u>
J. SHANK	<u>YES</u>
S. BOISVENUE	<u>YES</u>

ATTEST:



JANETTE M. SMITH, CMC
CITY CLERK