

THIRD AMENDMENT

TO

AGREEMENT

FOR

POLICE SERVICES

This Third Amendment is entered into this 3rd day of May, 2012, by and between the Broward Sheriff's Office (hereinafter referred to as "BSO") and the City of Oakland Park (hereinafter referred to as the "CITY").

WHEREAS, on or about October 20, 2010, BSO and the CITY entered into an Agreement for Police Services; and

WHEREAS, on or about October 6, 2011, BSO and the CITY entered into a First Amendment, which authorized the City Manager to add Deputy Sheriffs to the staffing structure and sign on behalf of the CITY for any resulting modifications to Exhibit A; and

WHEREAS, on or about November 9, 2011, BSO and the CITY entered into a Second Amendment, formally acknowledging the City Manager's staffing adjustments to date and the resulting modifications to Exhibit A; and

WHEREAS, the Agreement for Police Services, First Amendment and Second Amendment are hereinafter collectively referred to as the "Agreement"; and

WHEREAS, BSO and the CITY are now desirous of adding four (4) Deputy Sheriffs and modifying the staffing structure and consideration accordingly; and

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

The City of Oakland Park and the Broward Sheriff's Office agree to add four (4) Deputy Sheriffs to the staffing structure effective November 10, 2011 at an additional cost of up to \$139,333 per Deputy Sheriff per year for Fiscal Year 2012. These staffing and consideration modifications are reflected in the Revised Exhibit A to the Agreement, which is attached as Attachment 1 and incorporated herein.

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



Broward Sheriff's Office



AL LAMBERTI, Sheriff

Date: 5-3-12

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

By:  
JUDITH LEVINE, General Counsel

Date: 9/30/12

City of Oakland Park

 
JOHN STUNSON, City Manager

Date: 4-21-12

REVISED
EXHIBIT A

SPECIAL TERMS AND CONDITIONS

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

CITY:	City of Oakland Park																												
EFFECTIVE DATE:	October 1, 2010																												
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.																												
STAFFING STRUCTURE:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="text-align: center;">1</td><td>District Chief</td></tr> <tr><td style="text-align: center;">2</td><td>Executive Officer / Lieutenants</td></tr> <tr><td style="text-align: center;">6</td><td>Patrol Shift Supervisors / Deputy Sheriff Sergeants</td></tr> <tr><td style="text-align: center;">60</td><td>Uniformed Patrol Officers / Deputy Sheriffs</td></tr> <tr><td style="text-align: center;">1</td><td>Investigative Supervisor / Deputy Sheriff Sergeant</td></tr> <tr><td style="text-align: center;">6</td><td>District Detectives</td></tr> <tr><td style="text-align: center;">1</td><td>Traffic / Motors / Deputy Sheriffs</td></tr> <tr><td style="text-align: center;">2</td><td>SET Deputy Sheriffs</td></tr> <tr><td style="text-align: center;">1</td><td>Neighborhood Response Deputy Sheriff</td></tr> <tr><td style="text-align: center;">2</td><td>School Resource Deputy</td></tr> <tr><td style="text-align: center;">1</td><td>Code Enforcement / Deputy Sheriff</td></tr> <tr><td style="text-align: center;">8</td><td>Community Service Aides</td></tr> <tr><td style="text-align: center;">2</td><td>Secretaries</td></tr> <tr><td style="text-align: center;">93</td><td>Total employees</td></tr> </table>	1	District Chief	2	Executive Officer / Lieutenants	6	Patrol Shift Supervisors / Deputy Sheriff Sergeants	60	Uniformed Patrol Officers / Deputy Sheriffs	1	Investigative Supervisor / Deputy Sheriff Sergeant	6	District Detectives	1	Traffic / Motors / Deputy Sheriffs	2	SET Deputy Sheriffs	1	Neighborhood Response Deputy Sheriff	2	School Resource Deputy	1	Code Enforcement / Deputy Sheriff	8	Community Service Aides	2	Secretaries	93	Total employees
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2	Secretaries																												
93	Total employees																												

Commencing November 10, 2011, four (4) additional Deputy Sheriffs will be added to the staffing resulting in the following revised staffing structure:

1	District Chief
2	Executive Officer / Lieutenants
6	Patrol Shift Supervisors / Deputy Sheriff Sergeants
63	Uniformed Patrol Officers / Deputy Sheriffs
1	Investigative Supervisor / Deputy Sheriff Sergeant
6	District Detectives
2	Traffic / Motors / Deputy Sheriffs
2	SET Deputy Sheriffs
1	Neighborhood Response Deputy Sheriff
2	School Resource Deputy
1	Code Enforcement / Deputy Sheriff
8	Community Service Aides
2	Secretaries
97	Total employees

The CITY currently employs and manages school crossing guards and will continue to do so. The CITY will endeavor to insure that all school crossing guard positions and assignments are filled and staffed. However, in those emergency situations where coverage is needed at a school zone, BSO will provide such coverage at the request of the CITY. The CITY will reimburse BSO for the cost of coverage at the rate of pay for the BSO employee utilized, with the agreement that BSO will first attempt to provide coverage through Community Service Aides for cost effectiveness.

MINIMUM STAFFING:

Utilizing the staffing structure set forth above, BSO will provide the CITY with a minimum of twenty-two (22) sworn personnel during a twenty-four (24) hour period.

<p>CONSIDERATION:</p> <p>First Year Annualized</p> <p>Monthly Consideration</p> <p>Annualized Fiscal Year 2011/2012</p> <p>Monthly Consideration</p>	<p>\$12,198,050</p> <p>\$1,016,504.16</p> <p>\$12,229,518.00*</p> <p>\$1,019,127.00*</p> <p>These amounts do not include the cost of the four (4) additional Deputy Sheriffs. The cost of the four (4) Deputy Sheriffs will be added to the above consideration at an annualized amount of up to \$139,333 for Fiscal Year 2012, which will be prorated based upon the commencement date of the four (4) Deputy Sheriffs.</p> <p>The Line Item Budget is attached hereto as Attachment 1 to this Exhibit A</p>
<p>POLICE HEADQUARTERS ADDRESS:</p>	<p>5399 North Dixie Highway, Suite #1 Oakland Park, FL 33334</p>
<p>FACILITIES ADDRESSES::</p>	<p>Same as Police Headquarters</p>
<p>CODE ENFORCEMENT:</p>	<p>YES OR NO</p>
<p>FUEL SITE:</p>	<p>YES OR NO</p>
<p>SPECIAL DETAILS – CITY SPONSORED EVENTS</p>	<p>BSO shall provide security and traffic detail officers to support special event activities occurring within the CITY in accordance with BSO’s Special Details Policies and Procedures. BSO shall cooperate with the CITY and follow CITY procedures in the permitting of special events. The CITY agrees to authorize BSO to act as public safety representative for the CITY in permitting of special events (excluding fire/rescue matters handled by the Fire Department). Special details for which deputies must be dedicated or assigned to an event shall be worked out with the</p>

	<p>sponsoring agency. Special details for up to three (3) CITY-sponsored events, as identified in writing by the City Manager and agreed to by the District Chief, will be provided at no charge to the CITY. It is understood that there may be circumstances in which deputies assigned to patrol must be temporarily reassigned to traffic to supplement/support special event activities.</p>
<p>NOTICE CITY ADDRESS::</p>	<p>3650 NE 12th Avenue, Oakland Park, FL 33334</p>
<p>ADDITIONAL TERMS</p>	<p>Pursuant to the initial agreement between BSO and the CITY for law enforcement services, the CITY agreed to place Four Hundred One Thousand Four Hundred Eleven Dollars (\$401,411.00) in a separate reserve account held by CITY and designated to be used to satisfy the accrued leave obligations of the CITY to the Employees that were eligible for retirement on the Effective Date of the initial agreement and listed on Schedule 6 and 6a of such agreement. The balance in the reserve account as of August 23, 2010 is one hundred fifty-three thousand two hundred and 44/100 dollars (\$153,208.44) which shall be used consistent with the provisions set forth herein. The funds shall remain available for this purpose until exhausted. If the funds are exhausted prior to the satisfaction of all accrued leave payment obligations for the Employees listed on Schedule 6 and 6 a of the initial agreement, the CITY shall have no further obligation to pay such Employees or to place additional funds in the reserve account. BSO shall be responsible for actual payment of any accrued leave time to the Employees, the sum of which may exceed the amount on reserve. If all obligations for accrued leave time are satisfied prior to exhaustion of the funds reserved, the CITY shall retain all unused funds. The CITY shall be entitled to collect and retain any and all interest paid or due on such reserve funds, and BSO shall have no claim to such interest paid or due.</p>