

FOURTH AMENDMENT

TO

AGREEMENT

FOR

POLICE SERVICES

This Fourth Amendment is entered into this 7th day of December, 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, on or about May 3, 2012, BSO and the CITY entered into a Third Amendment adding staffing to the staffing structure; and

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

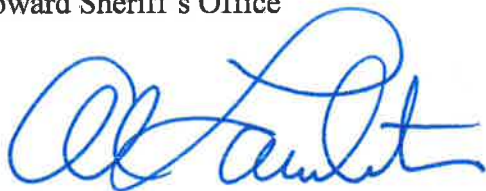
WHEREAS, BSO and the CITY are now desirous of adding one (1) Deputy Sheriff Sergeant and modifying the consideration accordingly; and

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

1. Commencing on December 15, 2012, the staffing structure shall be increased by one (1) Deputy Sheriff Sergeant with the Consideration increased accordingly to account for the additional staffing, resulting in a Revised Exhibit A, which is attached and incorporated herein.

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



Broward Sheriff's Office



AL LAMBERTI, Sheriff

Date: 12-7-12

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

By:  JUDITH LEVINE, General Counsel 

Date: 12/7/12

City of Oakland Park


JOHN STUNSON, City Manager

Date: 11-8-12

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:	<p>Commencing December 15, 2012, one (1) additional Deputy Sheriff Sergeant will be added to the staffing resulting in the following revised staffing structure:</p> <table border="1" style="margin-left: 40px;"> <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;">7</td><td>Patrol Shift Supervisors / Deputy Sheriff Sergeants</td></tr> <tr><td style="text-align: center;">63</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;">2</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;">98</td><td>Total employees</td></tr> </table>	1	District Chief	2	Executive Officer / Lieutenants	7	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	98	Total employees
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	<p>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.</p>
MINIMUM STAFFING:	<p>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>
<p>CONSIDERATION:</p> <p>Fiscal Year 2013 Monthly Payments:</p> <p>October 2012 – November 2012 December 2012 January 2013 – September 2013</p>	<p>\$1,057,160.00 per month \$1,063,817.00 \$1,070,473.00 per month</p> <p>The Line Item Budget is attached hereto as Attachment 1 to this Exhibit A</p>
POLICE HEADQUARTERS ADDRESS:	<p>5399 North Dixie Highway, Suite #1 Oakland Park, FL 33334</p>
FACILITIES ADDRESSES:	<p>Same as Police Headquarters</p>
CODE ENFORCEMENT:	<p>YES OR NO</p>
FUEL SITE:	<p>YES OR NO</p>
SPECIAL DETAILS – CITY SPONSORED EVENTS	<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</p>

	<p>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 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 thirty nine thousand two hundred fifty two and 46/100 dollars (\$139,252.46), 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>

Appropriations Detail

Fund 1	Department CONTRACT SERVICES	Division OAKLAND PARK	Budget Number 02-3465
Sub-Obj Code	Classification	Addition of 1 Sergeant	Proposed Budget 2012-2013
512401	REGULAR SALARY		6,904,813
514401	OVERTIME		344,663
515401	SPECIAL PAY		62,082
	Total - Personal Services		<u>7,311,558</u>
521401	FICA TAXES		558,458
522401	RETIRE-REGULAR		32,412
522402	RETIRE-SPECIAL RISK		1,113,689
522404	RETIRE/DROP REGULAR		2,751
522405	RETIRE/DROP SPECIAL RISK		14,820
523401	LIFE/HEALTH INSURANCE		1,336,243
523403	OPEB		28,673
524402	WORKER'S COMP		353,044
	Total - Fringe Benefits		<u>3,440,090</u>
534401	CONTRACTS SVC/CUST		20,896
535401	INVESTIGATIONS		2,640
541401	COMM SERVICE/BASIC		36,347
541402	COMM SERVICE/BASIC		8,320
541403	COMM SERVICE/AIR CARDS		43,670
543401	UTILITY SERVICE		40,000
543402	WATER & WASTE DISPOSAL		13,020
544401	R/L OFFICE MACHINES		13,776
544402	R/L VEHICLE		8,400
544403	R/L EQUIPMENT		950
545402	INS/ADMIN-BOND/INS		110,246
546401	R/M EQUIPMENT		6,818
546402	R/M VEHICLES		273,315
546403	R/M BUILD/GROUND		16,505
546405	R/M SERVICE CONTRACT		23,520
547401	CONTRACT PRINT & BINDING		1,906
551402	OFFICE SUPPLY-OFFICE		48,246
551403	OFFICE SUPPLY-POSTAGE		1,055
551404	OFF SUPP/CLN/JANIT		2,534
552401	OPER SUPPLY-GAS/OIL/LUB		395,673
552402	OPER SUPPLY-TOOLS		2,111
552406	OPER SUPPLY-INSTIT		11,790
552409	OPER SUPPLY-MISC		12,608
552410	OPER SUPPLY-UNIFORMS		46,899
554401	BOOKS/PUB/SUB		844
554402	DUES/MEMBERSHIP		1,800
	Total - Operating Expenses		<u>1,143,889</u>
564401	MACH-EQUIP/VEHICLE		207,051
564402	MACH-EQUIP/EQUIPMENT		57,528
564404	MACH-EQUIP/RADIO		11,068
	Total - Capital Outlays		<u>275,647</u>
591001	TRANSFER TO GENERAL FUND		397,621
591401	OPEB RESERVE		243,590
	Total - Transfers/Reserves		<u>641,211</u>
	Total - OAKLAND PARK		<u>12,812,395</u>