

FIFTH AMENDMENT

TO

AGREEMENT

FOR

POLICE SERVICES

This Fifth Amendment is entered into this 15TH day of JAN, 2014, 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, formally acknowledging the City Manager's staffing adjustments to date and the resulting modifications to Exhibit A; and

WHEREAS, on or about December 7, 2012, BSO and the CITY entered into a Fourth 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, Second Amendment, Third Amendment, and Fourth Amendments are hereinafter collectively referred to as the "Agreement"; and

WHEREAS, BSO and the CITY are now desirous of adding one (1) Crime Analyst 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 one (1) Crime Analyst to the staffing structure effective October 1, 2013 at an additional cost of up to \$80,000.00 for Fiscal Year 2014. 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 Fifth Amendment through its duly authorized representatives as set forth below.

Broward Sheriff's Office


SCOTT J. ISRAEL, Sheriff

Date: 10/23/13


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

By:  _____

Date: 10/23/13

RONALD M. GUNZBURGER, General Counsel
RF

City of Oakland Park


JOHN STUNSON, City Manager

Date: 11/17/14

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																										
EFFECTIVE DATE OF FIFTH AMENDMENT	October 1, 2013																										
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"> <tr><td>1</td><td>District Chief</td></tr> <tr><td>2</td><td>Executive Officer / Lieutenants</td></tr> <tr><td>7</td><td>Patrol Shift Supervisors / Deputy Sheriff Sergeants</td></tr> <tr><td>63</td><td>Uniformed Patrol Officers / Deputy Sheriffs</td></tr> <tr><td>1</td><td>Investigative Supervisor / Deputy Sheriff Sergeant</td></tr> <tr><td>6</td><td>District Detectives</td></tr> <tr><td>2</td><td>Traffic / Motors / Deputy Sheriffs</td></tr> <tr><td>2</td><td>SET Deputy Sheriffs</td></tr> <tr><td>1</td><td>Neighborhood Response Deputy Sheriff</td></tr> <tr><td>2</td><td>School Resource Deputy</td></tr> <tr><td>1</td><td>Code Enforcement / Deputy Sheriff</td></tr> <tr><td>8</td><td>Community Service Aides</td></tr> <tr><td>2</td><td>Secretaries</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
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	<p data-bbox="852 409 1510 514">Commencing October 1, 2013, one (1) Crime Analyst will be added to the staffing resulting in the following revised staffing structure:</p> <table border="1" data-bbox="803 556 1502 1270"> <tr> <td data-bbox="803 556 950 598">1</td> <td data-bbox="950 556 1502 598">District Chief</td> </tr> <tr> <td data-bbox="803 598 950 640">2</td> <td data-bbox="950 598 1502 640">Executive Officer / Lieutenants</td> </tr> <tr> <td data-bbox="803 640 950 703">7</td> <td data-bbox="950 640 1502 703">Patrol Shift Supervisors / Deputy Sheriff Sergeants</td> </tr> <tr> <td data-bbox="803 703 950 777">63</td> <td data-bbox="950 703 1502 777">Uniformed Patrol Officers / Deputy Sheriffs</td> </tr> <tr> <td data-bbox="803 777 950 850">1</td> <td data-bbox="950 777 1502 850">Investigative Supervisor / Deputy Sheriff Sergeant</td> </tr> <tr> <td data-bbox="803 850 950 892">6</td> <td data-bbox="950 850 1502 892">District Detectives</td> </tr> <tr> <td data-bbox="803 892 950 934">2</td> <td data-bbox="950 892 1502 934">Traffic / Motors / Deputy Sheriffs</td> </tr> <tr> <td data-bbox="803 934 950 976">2</td> <td data-bbox="950 934 1502 976">SET Deputy Sheriffs</td> </tr> <tr> <td data-bbox="803 976 950 1018">1</td> <td data-bbox="950 976 1502 1018">Neighborhood Response Deputy Sheriff</td> </tr> <tr> <td data-bbox="803 1018 950 1060">2</td> <td data-bbox="950 1018 1502 1060">School Resource Deputy</td> </tr> <tr> <td data-bbox="803 1060 950 1102">1</td> <td data-bbox="950 1060 1502 1102">Code Enforcement / Deputy Sheriff</td> </tr> <tr> <td data-bbox="803 1102 950 1144">8</td> <td data-bbox="950 1102 1502 1144">Community Service Aides</td> </tr> <tr> <td data-bbox="803 1144 950 1186">2</td> <td data-bbox="950 1144 1502 1186">Secretaries</td> </tr> <tr> <td data-bbox="803 1186 950 1228">1</td> <td data-bbox="950 1186 1502 1228">Crime Analyst</td> </tr> <tr> <td data-bbox="803 1228 950 1270">99</td> <td data-bbox="950 1228 1502 1270">Total employees</td> </tr> </table> <p data-bbox="803 1323 1510 1764">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>	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	1	Crime Analyst	99	Total employees
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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.
CONSIDERATION:	
First Year Annualized	\$12,198,050
Monthly Consideration	\$1,016,504.16
Annualized Fiscal Year 2014	\$13,494,927.00
Monthly Consideration	\$1,124,577.25
POLICE HEADQUARTERS ADDRESS:	5399 North Dixie Highway, Suite #1 Oakland Park, FL 33334
FACILITIES ADDRESSES::	Same as Police Headquarters
CODE ENFORCEMENT:	YES OR NO
FUEL SITE:	YES OR NO
SPECIAL DETAILS – CITY SPONSORED EVENTS	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 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.
NOTICE CITY ADDRESS::	3650 NE 12 th Avenue, Oakland Park, FL 33334
ADDITIONAL TERMS	<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 September 30, 2013 is one hundred thirty-one thousand, one hundred thirty and 15/100 dollars (\$131,130.15), 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>

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RESOLUTION NO. R-2014-002

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE FIFTH AMENDMENT TO THE BROWARD SHERIFF'S OFFICE AGREEMENT; A COPY OF THE AMENDMENT 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 the Fifth Amendment to the current Broward Sheriff's Office Agreement.

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. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the proper city officials to execute the Fifth Amendment to the current Broward Sheriff's Office Agreement to provide police services for the City of Oakland Park; a copy of the Amendment is attached hereto and incorporated as Exhibit "A".

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

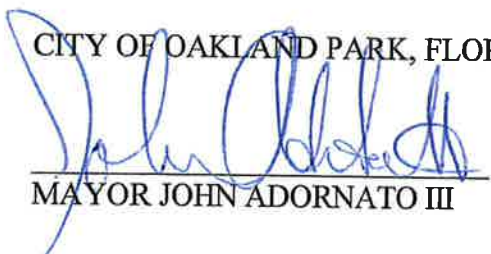
SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

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SECTION 5. 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 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 15th day of January 2014.

CITY OF OAKLAND PARK, FLORIDA

MAYOR JOHN ADORNATO III

S. MCCARTNEY	<u>YES</u>
J. SHANK	<u>YES</u>
T. LONERGAN	<u>YES</u>
S. GUEVREKIAN	<u>YES</u>
J. ADORNATO	<u>YES</u>

ATTEST:

RENEE M. SHROUT, CMC, CITY CLERK