

02/18

**AMENDMENT TO THE AGREEMENT
FOR POLICE SERVICES**

THIS AGREEMENT, made this 31st day of January, 2011, by
and between:

CITY OF POMPANO BEACH, a municipal corporation of the
State of Florida, hereinafter referred to as "CITY,"

and

SHERIFF OF BROWARD COUNTY, hereinafter referred to as
"BSO."

WITNESSETH:

WHEREAS, on July 26, 2010, the CITY and BSO entered into an Agreement for Police
Services ("Agreement"), and approved by Ordinance No. 2010-38; and

WHEREAS, Section 7.5 of said Agreement provided that the CITY had the right to
terminate BSO's provision of Code Compliance Services upon proper written notice; and

WHEREAS, on October 28, 2010, the CITY provided BSO with written notice of its
request to terminate BSO's provision of Code Compliance Services, effective February 1, 2011;
and

WHEREAS, the termination of the provision of Code Compliance Services by BSO
effects and requires that the monthly consideration paid by the CITY to BSO be modified; and

WHEREAS, the Agreement for Police Services requires language to address BSO's
responsibilities with regard to obtaining and maintaining Federal forfeiture assets on behalf of
the CITY.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.
2. The original Agreement executed on July 26, 2010, shall remain in full force and effect except as specifically amended hereinbelow.
3. Section 3.1, "Staffing," of Article 3, "Staffing and Employment Structure," shall be amended to read as follows:

ARTICLE 3
STAFFING AND EMPLOYMENT STRUCTURE

3.1 STAFFING. Commencing on the Effective Date, the staffing structure for the District (hereinafter collectively referred to as the "Staffing Structure") will be as follows:

Major	1
Captains	3
Lieutenants	6
Sergeants	22
Deputy Sheriffs	201
CSA's	14
Investigative Aide II	1
Code Inspectors	13
Sr. Parking Enforcement	1
Parking Enforcement Specialist	2
Parking Meter Mechanic	1
Communication Operators	33
Records Technician	2
Secretarial Support	<u>87</u>
Custodian	1
TOTAL	<u>309 295</u>

...

4. Section 8.1, "Initial Consideration," of Article 8, "Consideration," shall be amended to read as follows:

ARTICLE 8
CONSIDERATION

8.1 INITIAL CONSIDERATION. For the period from the Effective Date through September 30, 2011, the annualized consideration amount payable by the CITY to BSO for police services shall be \$37,250,000, which is a monthly payment of \$3,104,166.67 payable on the 1st of each month. For the time period from February 1, 2011 through September 30, 2011, the annualized consideration shall be \$35,904,794, which is a monthly payment of \$2,992,066.17, payable on the first of each month. If cost increases occur between the Effective Date and September 30, 2011, BSO will notify the CITY and make mutually agreeable adjustments to delivery of services to absorb these costs based upon detailed financial information provided by BSO.

...

5. Article 9, "Fines, Forfeitures, Revenues: Payment," shall be amended by creating Section 9.11, "Federal Forfeiture Proceeds," to read as follows:

ARTICLE 9
FINES, FORFEITURES, REVENUES: PAYMENT

...

9.11 FEDERAL FORFEITURE PROCEEDS. In accordance with the guidelines established by the U. S. Department of Justice for sharing of Federal forfeiture proceeds, BSO, as the CITY's law enforcement agency, shall procure CITY's proper share of such proceeds to which it is entitled. BSO shall disclose all such proceeds as part of its quarterly written report to the CITY described in Section 9.9 above. BSO shall remit said Federal forfeiture assets to the CITY for deposit and use provided CITY is registered with the U. S. Department of Justice for said purposes. CITY shall maintain such proceeds and conform to all required Federal regulations for same including, but not limited to, reporting requirements. CITY may utilize such proceeds for purposes it approves by and through a resolution of its City Commission, in accordance with Federal guidelines for proper use of same.

IN WITNESS WHEREOF, the parties to this License Agreement have set their hands and seals on the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Christine Wodka

By: *Lamar Fisher*
LAMAR FISHER, MAYOR

Shelley R. Bullstomew

By: *Dennis W. Beach*
DENNIS W. BEACH, CITY MANAGER

Attest:

Mary L. Chambers
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by

Gordon B. Linn
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 31st day of January, 2011, by LAMAR FISHER as Mayor, DENNIS W. BEACH as City Manager, and MARY L. CHAMBERS as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

Mitzi A. Scott
NOTARY PUBLIC, STATE OF FLORIDA

Mitzi A. Scott
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



"BSO":

Witnesses:

[Signature]
Susan Page

SHERIFF OF BROWARD COUNTY

BY: [Signature]
Al Lamberti, Sheriff

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY:

BY: [Signature]
Judith Levine, General Counsel

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18 day of JANUARY, 2011 by AL LAMBERTI, as SHERIFF OF BROWARD COUNTY, who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
ALAN W. Berkowitz
(Name of Acknowledger Typed, Printed or Stamped)
DD793807
Commission Number

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