

**SECOND AMENDMENT TO THE AGREEMENT FOR POLICE, FIRE AND
EMERGENCY MEDICAL SERVICES**

THIS SECOND AMENDMENT TO THE AGREEMENT FOR POLICE, FIRE AND EMERGENCY MEDICAL SERVICES dated the 25 day of March, 2014, is made by and between the City of Lauderdale Lakes, (hereinafter referred to as the "CITY") and the Broward Sheriff's Office (hereinafter referred to as "BSO")

W I T N E S S E T H:

WHEREAS, on or about September 14, 2011, the CITY contracted with the Broward Sheriff's Office for the provision of police, fire, and emergency medical services, and

WHEREAS, on or about April 22, 2013, the parties entered into a First Amendment to add five (5) SAFER grant firefighter positions, and

WHEREAS, the CITY is desirous of adjusting the staffing structure to increase the staffing complement to include a Fire Chief assigned to the CITY as well as include two (2) COPS Grant positions and extending the term of the Agreement as well as the term of the Past Due Consideration payment plan;

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. The above recitals are true and correct and incorporated herein by reference.
2. This Agreement is comprised of the Agreement, the Special Terms and Conditions set forth in Exhibit A of the Agreement, Exhibits B and C to the Agreement, the First Amendment and this Second Amendment, the Revised Special Terms and Conditions set forth in Exhibit A to this Second Amendment and the Revised Exhibit C, which are attached and incorporated herein.
3. In the event there is a conflict between the General Terms and Conditions and the Special Terms and Conditions, the documents shall be controlling in the following order:
 - a. Special Terms and Conditions
 - b. General Terms and Conditions
4. The staffing levels will be adjusted as reflected on Exhibit "A" to this Second Amendment.
5. The term of the Agreement is extended through September 30, 2019. The term of the Past Due Consideration payment plan is extended through 2019, as reflected in the attached Exhibit "C".
6. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effort.

**SECOND AMENDMENT TO THE AGREEMENT FOR POLICE, FIRE AND
EMERGENCY MEDICAL SERVICES BETWEEN THE CITY OF LAUDERDALE LAKES,
FLORIDA AND THE BROWARD SHERIFF'S OFFICE**

IN WITNESS HEREOF, each of the parties hereto execute this Agreement on the day
and date first set forth below.

BSO:

BROWARD SHERIFF'S OFFICE

By: Scott J. Israel
SCOTT J. ISRAEL, SHERIFF

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

By: [Signature]
RONALD M. GUNZBURGER, GENERAL COUNSEL
05/01/14 LF

**SECOND AMENDMENT TO THE AGREEMENT FOR POLICE, FIRE AND
EMERGENCY MEDICAL SERVICES BETWEEN THE CITY OF LAUDERDALE
LAKES, FLORIDA AND THE BROWARD SHERIFF'S OFFICE**

CITY:

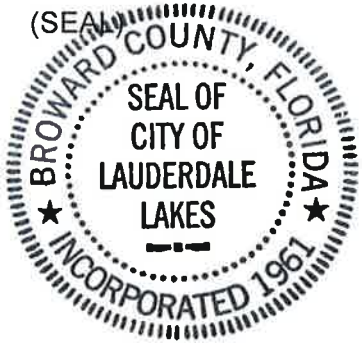
ATTEST:

Sharon Houslin
CITY CLERK

CITY OF LAUDERDALE LAKES

By: *[Signature]*
BARRINGTON A. RUSSELL, SR.
MAYOR

Dated: *3/25/2014*



By: *[Signature]*
JONATHAN K. ALLEN
CITY MANAGER

Dated: *March 25, 2014*

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

[Signature] *4/2/14*
JAMES C. BRADY
CITY ATTORNEY

EXHIBIT A

REVISED SPECIAL TERMS AND CONDITIONS

(REVISED MARCH 14, 2014)

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

CITY:	City of Lauderdale Lakes	
EFFECTIVE DATE OF AGREEMENT	October 1, 2011	
EFFECTIVE DATE OF FIRST AMENDMENT	April 22, 2013	
EFFECTIVE DATE OF REVISED AGREEMENT:	October 1, 2013	
FIRST YEAR:	October 1, 2011 – September 30, 2012	
TERM:	October 1, 2011 – September 30, 2019	
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.	
POLICE STAFFING STRUCTURE:	Position	
	District Chief	.5
	Executive Officer Lieutenant	.5
	Lieutenant	.5
	Lieutenant	.5
	CI Sgt.	.5
	CI Detectives	3
	SET Sergeant	.5
	SET Detective	2
	R/P Sergeant	4
	R/P Deputies	28
	COPS Grant R/P Deputies	2
	K-9 Deputies	.5
	Reserve SRD Deputies	1
	Code Inspectors	3
	CSAs	1
	Admin Spec. I	.5
	Admin. Spec. II	.5
	Admin. Support Spec.	.5
Total	49	
<p>This staffing structure is contingent upon the approval from the County Commission to merge resources with regional county resources at a mutually agreed upon sharing of costs.</p>		

<p>FIRE STAFFING STRUCTURE:</p>	<p>80 Hour (bi-weekly) Compliment (Days, Fire Marshal's Bureau)</p> <p>Captain 1 Fire Inspector 2</p> <p>96 Hour (bi-weekly) Compliment (Shift)</p> <p>District Chief 1 (to be funded effective 04/01/14) Captain 5 Lieutenant 9 Driver Engineer 5 FF/PM 22 FF/PM SAFER Grant 5 Positions Total Personnel 50</p>
<p>FIRE MINIMUM STAFFING:</p>	<p>Suppression Apparatus (Aerial or Engine)</p> <p>One (1) Company Officer (Captain) Firefighter Paramedic</p> <p>One (1) Driver Engineer</p> <p>One (1) Firefighter Paramedic</p> <p><u>Two (2) ALS Rescue Transport:</u></p> <p>One (1) Company Officer (Lieutenant) Firefighter Paramedic</p> <p>Two (2) Fire Fighter Paramedics</p>
<p>POLICE CONSIDERATION: Fiscal Year 2014</p> <p>COPS Grant 9/30/13 – 10/01/16 City contribution for COPS Positions</p>	<p>\$ 6,129,402</p> <p>\$250,000.00 total (\$83,333 annually) In addition to the annual consideration above, CITY shall be obligated to pay the remaining amount for the two COPS grant positions not otherwise provided for by Grant funds; that amount to be determined once the positions are filled, for the grant period.</p>
<p>FIRE CONSIDERATION: Fiscal Year 2014</p> <p>CITY consideration for SAFER Grant Positions</p>	<p>\$6,948,618</p> <p>In addition to the annual consideration above, CITY shall be obligated to pay the remaining amount for the SAFER grant positions not otherwise provided for by Grant funds upon expiration of the grant period.</p>
<p>SAFER GRANT FUNDING PURSUANT TO FIRST AMENDMENT</p>	<p>\$751,400.00 FOR FIRST 12 MONTH PERIOD \$819,510.00 FOR THE SECOND 12 MONTH PERIOD</p>
<p>POLICE HEADQUARTERS ADDRESS:</p>	<p>200 Northwest 27th Ave. Ft. Lauderdale, FL 33311</p>
<p>POLICE/CODE SUBSTATION ADDRESS:</p>	<p>4300 Northwest 36th Street Lauderdale Lakes, FL 33319</p>
<p>FIRE STATION:</p>	<p>3461 NW 43rd Avenue Lauderdale Lakes.</p>

CODE ENFORCEMENT:	<p>YES</p> <p>BSO, through its Deputy Sheriffs and Code Inspectors assigned to the Lauderdale Lakes District will provide the following parking enforcement and code enforcement related services to the CITY in accordance with the CITY's code, charter, policies and procedures:</p> <ul style="list-style-type: none"> a) Deputy Sheriffs will enforce the CITY's parking codes; b) Upon request of Code Enforcement personnel, Deputy Sheriffs will assist such personnel with the issuance of citations; c) At the request of the City Manager, BSO will assign one (1) or more Uniformed Deputies to work with Code Enforcement personnel for an agreed upon timeframe. d) BSO will have access to all CITY records relevant to code enforcement research, including, but not limited to, building permits and plans, sign permits, development and site plans and occupational license records. <p>The CITY's attorney will advise BSO Code Enforcement personnel assigned to the CITY on Code related issues. BSO Code Inspectors will continue to present Code Enforcement cases to the Special Master.</p> <p>BSO shall be responsible for the personnel costs associated with providing code enforcement services, which will be reflected in the consideration. Any other costs and expenses associated with code enforcement will be the responsibility of the CITY.</p>
FUEL SITE:	NO
NOTICE CITY ADDRESS:	<p>CITY: c/o Mayor Lauderdale Lakes City Hall 4300 Northwest 36th Street Lauderdale Lakes, FL 33319</p> <p>CITY: c/o City Manager Lauderdale Lakes City Hall 4300 Northwest 36th Street Lauderdale Lakes, FL 33319</p>
Additional Services	<p><u>Law Enforcement</u></p> <p>A Criminal Investigations Unit shall conduct the necessary investigations of criminal activity with the CITY. The Criminal Investigative Unit's caseload responsibility will be determined by the District Police Chief or the Police Chief's designee. The District Criminal Investigations Unit is a specialized assignment with the CITY for particular investigations. The Unit shall not operate in the traditional shift structure. The on-duty status of the Unit will be determined by the District Police Chief or the Police Chief's designee subject to applicable labor guidelines.</p> <p>During the term of this Agreement, the front desk at the District Office will be manned by a CSA and in the absence of the CSA, BSO will make a good faith effort to staff the front desk with volunteers.</p> <p><u>Fire and Emergency Medical Services</u></p> <p>It is the intent of the BSO and the CITY to work toward more cost effective delivery of fire and rescue services, including, but not limited to, the creation of a</p>

regional fire rescue delivery service area and joint municipality service areas. It is understood by the parties that the cost savings resulting from realized efficiencies will be passed on to CITY without any degradation of fire rescue services.

The BSO and CITY agree that when the opportunity for creation of a regional fire rescue delivery service area and/or joint municipality service area arises, this Agreement may be amended to reflect those changes and approval of such amendments shall not be unreasonably withheld by either party.

The BSO shall bill for and collect revenues from patients requiring medical transportation and remit such revenue to the CITY on a monthly basis based on the adopted fee structure of the CITY less the cost incurred by BSO in the billing and collection of such revenue.

The BSO and CITY agree that when the opportunities for funding additional cross trained personnel to either or both ALS transport ambulances ("3rds on Rescues) exist, this Agreement may be amended to reflect those changes and approval of such amendments shall not be unreasonably withheld by either party.

The BSO shall provide one (1) dedicated reserve standard ALS rescue/transport vehicle as available, stationed within the CITY, for use as a replacement vehicle during times a regular vehicle is out of service due to repairs or maintenance. This apparatus shall be stationed in the CITY, as described in this section. In the event that an additional reserve vehicle is needed, the BSO shall provide the additional reserve vehicle, at no additional cost to the CITY;

The BSO shall provide one (1) reserve fire apparatus (engine), as available, stationed within the CITY, for use as a replacement vehicle during times a regular vehicle is out of service due to repairs or maintenance, which shall be stationed in the CITY, as described in this section. In the event that an additional reserve vehicle is needed, the BSO shall provide the additional reserve vehicle, at no additional cost to the CITY.

BSO shall provide, subject to funding, a comprehensive Juvenile Firesetter Program.

AMENDED EXHIBIT C

PAST DUE CONSIDERATION

1. The CITY and BSO formally acknowledged that the remaining consideration due from the CITY to BSO for the period from October 1, 2009 through September 30, 2011, is as follows:

<u>Police</u>	<u>Fire</u>	<u>Total</u>
\$4,888,354.47	\$4,282,774.82	\$9,171,129.09

2. Payment of the above consideration shall be made as follows:

Fiscal Year	Annual Gross Payment Amount	
2012	\$ 1,000,000	
2013	\$ 1,150,000	
2014	\$ 1,300,000	
2015	\$ 944,226	
2016	\$ 944,226	
2017	\$ 944,226	
2018	\$ 944,226	
2019	\$ 944,226	
Subtotal	\$ 8,171,129*	
	\$ 1,000,000	¹ BSO Credit
Total	\$ 9,171,129	

BSO will provide the breakdown of principle and applied interest and the resulting outstanding balance within 30 days of Fiscal Year Close and provide a revised outstanding balance schedule which shall be deemed an amendment to this Exhibit C. Biannual payments shall be made during January and July beginning in 2012 and continuing through 2019 in the amount set forth above for each fiscal year as adjusted for accrued and paid interest on the principle, from time to time.

*The Interest rate will be calculated using the Annual County Pooled-Cash Rate, not to exceed 3%.

¹Note: The total repayment amount reflects a \$1,000,000 credit.

Approved

RESOLUTION NO. 2014-34

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THAT CERTAIN SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF LAUDERDALE LAKES AND THE BROWARD SHERIFF'S OFFICE FOR POLICE, FIRE AND EMERGENCY MEDICAL SERVICES, TOGETHER WITH THE AMENDATORY EXHIBITS ATTACHED THERETO, A SUMMARY OF WHICH IS ATTACHED AS EXHIBIT "A," AND A FACSIMILE COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has enjoyed the services of the Broward Sheriff's Office ("BSO"), since 1977, for police services and since 2005, for fire rescue services, and

WHEREAS, due to unexpected economic upheavals, the City found itself in debt to BSO, as of 2009, and

WHEREAS, through the implementation of careful financial planning and various austerity measures, the City has improved its economic condition, and BSO facilitated the City's economic recovery by providing for the reduction of past due consideration, over time, and

WHEREAS, a 2013 Broward County audit revealed certain economic deficiencies with regard to charges rendered by BSO to the City, and

WHEREAS, the City and BSO have agreed to a credit of One Million (\$1,000,000.00) Dollars, as against the City's outstanding past due consideration, in accordance with Amended Exhibit C, attached to the subject Agreement, and

WHEREAS, the City has maintained a current payment status regarding the outstanding Police, Fire and Emergency Services Agreement with BSO, and

WHEREAS, BSO and the City are desirous of amending the existing Police, Fire and Emergency Services Agreement, as previously amended, to reflect the adjusted payment schedule for past due consideration and to provide for the recognition of the award of COPS Grant to augment the police and fire complements, and

WHEREAS, the agreement will be extended for an additional two (2) year period to 2019, and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AS FOLLOWS:


Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORIZATION: The City Commission of the City of Lauderdale Lakes hereby authorizes and directs the City Manager to execute that certain Second Amendment to the Agreement between the City of Lauderdale Lakes and the Broward Sheriff's Office, for Police, Fire and Emergency Medical Services, together with the amendatory exhibits attached thereto, a summary of which is attached as Exhibit "A," and a facsimile copy of which can be inspected in the office of the City Clerk.

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain five (5) fully executed copies of the subject Agreement, with one to be maintained by the City; with three to be delivered to the Broward Sheriff's Office, and with one to be directed to the Office of City Attorney.

Section 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE
LAKES AT ITS REGULAR MEETING HELD MARCH 25, 2014.


BARRINGTON A. RUSSELL, SR., MAYOR

ATTEST:


LOLITA CODRINGTON, CITY CLERK
JCB:jla

Sponsored by: JONATHAN K. ALLEN, City Manager

VOTE:

Vice-Mayor Eileen RATHERY	<input checked="" type="checkbox"/>	(For)	_____	(Against)	_____	(Other)
Commissioner Edwina COLEMAN	<input checked="" type="checkbox"/>	(For)	_____	(Against)	_____	(Other)
Commissioner Eric HAYNES	<input checked="" type="checkbox"/>	(For)	_____	(Against)	_____	(Other)
Commissioner Gloria LEWIS	_____	(For)	_____	(Against)	<input checked="" type="checkbox"/>	(Other)
Commissioner Levoyd WILLIAMS	<input checked="" type="checkbox"/>	(For)	_____	(Against)	_____	(Other)
Commissioner Patricia WILLIAMS	<input checked="" type="checkbox"/>	(For)	_____	(Against)	_____	(Other)

