

FIFTH AMENDMENT

TO

AGREEMENT

FOR

POLICE SERVICES

This Fifth Amendment is entered into this 10TH day of Sept., 2015 by and between the Broward Sheriff's Office (hereinafter referred to as "SHERIFF") and the City of Dania Beach (hereinafter referred to as the "CITY").

WHEREAS, on or about September 28, 2010, SHERIFF and the CITY entered into an Agreement for Police Services; and

WHEREAS, on or about January 30, 2013, SHERIFF and the CITY entered into a First Amendment to Exhibit A; and

WHEREAS, on or about January 27, 2014, SHERIFF and the CITY entered into a Second Amendment, reducing staffing by one Park Ranger position; and

WHEREAS, on or about January 27, 2014, SHERIFF and the CITY entered into a Third Amendment, reducing staffing by one Deputy and one CSA position; and

WHEREAS, SHERIFF and the CITY entered into a Fourth Amendment extending the term of the Agreement by one year; and

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

WHEREAS, CITY and SHERIFF are now desirous of renewing the Agreement for an additional five (5) year term; and

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

1. The foregoing recitations are true and correct and are incorporated by reference.
2. The Agreement shall be renewed effective October 1, 2015 and expire on September 30, 2020, unless otherwise terminated as provided in the Agreement.

3. Article 6 (c) is amended to read as follows:
 - C. The consideration payable by the CITY for subsequent fiscal years shall be determined by adding the following:
 1. SHERIFF's budgeted costs for items other than health insurance premiums, workers compensation premiums and pension contributions, not to exceed an annual increase of 5% over the budgeted costs in the preceding year, except that any increase in the cost of (i) the portable radios and auxiliary equipment provided to the CITY under the Regional Interlocal Agreement with Broward County, and (ii) assigned vehicles for the first two years of this Agreement shall not be subject to the annual cap.
 2. SHERIFF's budgeted costs for workers compensation premiums and pension contributions attributable to District Employees, which shall be based upon projected costs. The projected cost of these items shall be supported with third party documentation.
 3. SHERIFF's budgeted costs for health insurance premiums for District Employees, which costs shall be the same for all BSO employees in the same benefit plan whether assigned to the District or not, not to exceed an annual increase of more than 9% over the budgeted costs in the preceding year. The projected costs of these items shall be supported with third party documentation.
4. Article 9 is hereby amended to read as follows:

DISTRICT CHIEF

SHERIFF shall provide, pursuant to this Agreement, a District Chief. The District Chief shall be assigned full-time to the CITY and shall provide direct supervision of activities at the CITY's Police Services Center and Personnel provided pursuant to this Agreement. The District Chief shall, among other specified duties, act as liaison between SHERIFF and the CITY. SHERIFF's District Chief shall also function as a member of the CITY's staff with regard to law enforcement issues and report to the City Manager in that capacity. The District Chief shall be responsible for all law enforcement related emergency management duties on behalf of the CITY, and his or her responsibilities, except for his or her responsibilities to SHERIFF, shall be limited to the CITY. The CITY and SHERIFF understand and acknowledge that the District Chief is employed by SHERIFF and therefore has certain employment responsibilities to SHERIFF, however such responsibilities shall not substantially interfere with the District Chief's responsibilities as the CITY's District Chief.

The CITY currently has a District Chief. In the event the position of District Chief becomes vacant, the selection of a District Chief shall be in the absolute discretion of the City Manager and shall be initiated by SHERIFF selecting three (3) qualified candidates for the position of District Chief. SHERIFF agrees to make such selections in good faith and in the best interest of the CITY. SHERIFF shall provide the CITY with written notification of the selected candidates and their qualifications within 15 days of the vacancy of the District Chief or within 15 days of the SHERIFF's knowledge that the District Chief position will become vacant, whichever occurs first. Within ten (10) days after the CITY's receipt of such notice, representatives from both SHERIFF and the CITY shall meet to discuss the candidates' qualifications. In the event none of the candidates are acceptable to the City Manager, SHERIFF shall submit the names of three (3) additional candidates for consideration. This process shall continue until such time as the City Manager has selected an individual to serve as the District Chief. The CITY shall have the opportunity to interview each of the candidates. The District Chief position shall be subject to the provisions of this Agreement. During the selection process, SHERIFF shall put in place a temporary Chief until the permanent Chief is selected.

In the event the CITY becomes dissatisfied with the performance of the District Chief, the CITY shall provide notification to SHERIFF. Thereafter, representatives of SHERIFF and the CITY shall meet to discuss possible remedies of the problems experienced by the CITY. SHERIFF agrees to act in good faith in resolving any problems experienced by the CITY. The City Manager may remove the District Chief at any time, without cause. If the City Manager, in his or her sole discretion, with or without cause, still desires that SHERIFF remove the District Chief, SHERIFF shall do so immediately.

SHERIFF, in his sole discretion, shall have the right to remove the District Chief from the CITY at any time for any of the following reasons:

- a. The District Chief is being promoted in rank;
- b. The District Chief is being demoted;
- c. The District Chief is being disciplined for violation of SHERIFF written policy;
- d. The District Chief is retiring;
- e. The District Chief submits a request to transfer out of the City;
- f. The District Chief is under investigation by SHERIFF or any other federal, state or local law enforcement agency;
- g. The District Chief's failure to meet documented SHERIFF performance standards and requirements; or
- h. Prior to or upon removal, the Sheriff meets with the City Manager and notifies the City Manager that the SHERIFF has lost confidence in the District Chief.

The removal of the District Chief from the City for any reason not specified above shall require the prior approval of the City Manager.

5. Article 15 e of Exhibit B is hereby amended to read as follows:

EQUIPMENT RE-PURCHASE

In the event of the termination or upon the expiration of this Agreement, CITY shall have the option to purchase from SHERIFF equipment, including police vehicles, directly attributable to or in use by the Dania Beach District at the time of such termination or expiration of this agreement in connection with the services contemplated herein.

In the event of termination or expiration and CITY'S exercise of option to purchase equipment, SHERIFF shall return to CITY a comparable number of vehicles and equipment of comparable market value and condition that CITY originally transferred to SHERIFF at the time of the first agreement between the Parties for the provision of police services.

Upon the exercise by the CITY of its option to purchase the subject equipment, SHERIFF shall convey all of its right, title and interest thereto, including police vehicles, to the CITY by Bill of Sale Absolute or Certificate of Title, as applicable.

6. Except as modified herein, all remaining items and conditions of the Agreement, shall remain in full force and effect.

THE REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

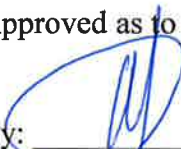
IN WITNESS WHEREOF, each of the parties hereto executes this Fifth Amendment through its duly authorized representatives as set forth below.

BROWARD SHERIFF'S OFFICE


SCOTT J. ISRAEL, Sheriff

Date: 9/10/15

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


By: 
RONALD M. GUNZBURGER, General Counsel

Date: 09/10/15

CITY OF DANIA BEACH


ATTEST:

By: 
LOUISE STILSON, City Clerk

By: 
MARCO SALVINO, SR., Mayor

25 day of AUGUST, 2015.

By: 
ROBERT BALDWIN, City Attorney

APPROVED AS TO FORM:

THOMAS ANSBRO, City Attorney

