

EIGHTH AMENDMENT

TO

AGREEMENT

FOR

POLICE SERVICES

This Eighth Amendment is entered into this ___ day of April, 2022 by and between the Broward Sheriff's Office (hereinafter referred to as "SHERIFF") and the City of Oakland Park (hereinafter referred to as the "CITY").

WHEREAS, on or about October 20, 2010, SHERIFF and the CITY entered into an Agreement for Police Services; and

WHEREAS, on or about October 6, 2011, SHERIFF 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, SHERIFF 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, SHERIFF 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, SHERIFF 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, on or about January 15, 2014 SHERIFF and the CITY entered into a Fifth Amendment, to add a Crime Analyst; and

WHEREAS, on or about April 7, 2015, SHERIFF and the CITY entered into a Sixth Amendment, to extend the term of the Agreement; and

WHEREAS, SHERIFF and the CITY entered into a Seventh Amendment, to extend the term of the Agreement through September 30, 2025; and

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

WHEREAS, CITY and SHERIFF are now desirous of adjusting the staffing levels to reclassify a deputy position to a sergeant position; 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 current staffing levels as reflected on the attached Exhibit A, attached hereto and incorporated by reference, are being modified to reclassify one deputy sheriff position to a deputy sergeant position.
4. Except as modified herein, all remaining items and conditions of the Agreement, shall remain in full force and effect.

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

BROWARD SHERIFF’S OFFICE

GREGORY TONY, Sheriff

Date: _____

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

By: _____

TERRENCE O. LYNCH, General Counsel

CITY OF OAKLAND PARK

ATTEST:

By: _____
RENEE M. SHROUT, CMC, City Clerk

By: _____
MICHAEL E. CARN, Mayor

__ day of _____, 2022.

APPROVED AS TO FORM:

DONALD J. DOODY, City Attorney

EXHIBIT A TO THE EIGHTH AMENDMENT

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, 2020																														
TERM:	October 1, 2020 – September 30, 2025																														
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>8</td> <td>Patrol Shift Supervisors / Deputy Sheriff Sergeants</td> </tr> <tr> <td>61</td> <td>Uniformed Patrol Officers / Deputy Sheriffs</td> </tr> <tr> <td>1</td> <td>Investigative Supervisor / Deputy Sheriff Sergeant</td> </tr> <tr> <td>7</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> <tr> <td>1</td> <td>Crime Analyst</td> </tr> <tr> <td>99</td> <td>Total employees</td> </tr> </table> <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</p>	1	District Chief	2	Executive Officer / Lieutenants	8	Patrol Shift Supervisors / Deputy Sheriff Sergeants	61	Uniformed Patrol Officers / Deputy Sheriffs	1	Investigative Supervisor / Deputy Sheriff Sergeant	7	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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	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.
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:	TBD
POLICE HEADQUARTERS ADDRESS:	5399 North Dixie Highway, Suite #1 Oakland Park, FL 33334
FACILITIES ADDRESSES::	Same as Police Headquarters
CODE ENFORCEMENT:	NO
FUEL SITE:	YES
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

	<p>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>