

SECOND AMENDMENT

TO

AGREEMENT

FOR

POLICE SERVICES

This Second Amendment is entered into this ____ day of _____, 2017 by and between the Broward Sheriff's Office (hereinafter referred to as "BSO") and the City of Pompano Beach, FL (hereinafter referred to as the "CITY").

WHEREAS, on or about November 30, 2015, BSO and the CITY entered into an Agreement for Police Services; and

WHEREAS, on or about November 2, 2016, BSO and the CITY entered into a First Amendment to reclassify positions; and

WHEREAS, CITY and BSO are now desirous of memorializing their agreement for BSO to refurbish the indoor pistol range at the Police Services Center to allow BSO Law Enforcement and Detention personnel access to the range in accordance with BSO policies; 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. Article 8 of the Agreement is amended as follows:

FACILITIES

The CITY shall provide BSO with a Police Services Center.

The Police Services Center and any other facilities owned by the CITY and used by BSO on a permanent basis are hereinafter collectively referred to as the "Facilities". BSO shall occupy the Facilities and use the furnishings and equipment contained in the Facilities in connection with performing the Police Services within the District, at no additional cost to BSO.

The CITY shall be responsible for major repairs of the Facilities and property (i.e., to include HVAC systems, electrical systems, roof systems and storm

damage to the facility and property). BSO shall be responsible for daily janitorial services and shall maintain the Facilities in a clean condition, free from debris, normal use excepted. BSO further agrees not to destroy, deface, damage, impair, or remove any part of the Facilities. In the event BSO, its employees, agents, or invitees destroy, deface, damage, impair, or remove any part of the CITY's Facilities, BSO shall be responsible for repairing or replacing such property.

Except as provided in the preceding paragraph, maintenance and repair services for the Facilities shall be supplied by the CITY. CITY agrees to keep the Facilities in good structural repair. CITY shall maintain and keep in good repair the roof, lighting, walls, foundations, sidewalks, ceilings, doors, windows, sprinkler and hot water systems, heating systems, air conditioning systems, plumbing, wiring, electrical fixtures and all other structural components. CITY further agrees to maintain in good repair the parking area and all common areas. CITY shall also make any repairs necessitated by water seepage or by other causes not under BSO's control. CITY shall also make all repairs or changes which may be necessary to make the premises and the use herein contemplated comply with applicable laws, ordinances, orders or regulations of any federal, state, county or municipal authority now or hereafter in effect unless specifically exempted therefrom. In the event of termination of this Agreement, BSO shall surrender the facilities in broom swept condition, normal wear and tear excepted.

BSO will refurbish the indoor shooting range located at the Police Services Center. The existing HVAC system in the range will be replaced and a new targeting system and related equipment will be installed at BSO's expense. All refurbishing costs will be borne by BSO and CITY shall have no responsibility for such costs. BSO will be responsible for overseeing the construction and installation process and agrees to indemnify CITY for any accidents and injuries that occur during the construction phase unless the injury resulted from the negligence of CITY employees. BSO shall obtain all necessary governmental approvals and permits for the construction. Once the range is completed, BSO shall maintain the range equipment and CITY shall maintain the structural components. The unamortized costs of the project will be determined based upon an eight (8) year amortization schedule at a discount rate of 11.25% based upon the costs incurred by BSO in refurbishing the range. Should the Police Services Agreement be terminated within the eight year period, CITY agrees to pay BSO the outstanding balance. Should CITY not pay the outstanding balance at the time of any termination, BSO and the CITY may otherwise negotiate the disposition of the targeting system and related equipment under Article 14, "Termination," of this Agreement.

BSO shall pay for all utility costs including, but not limited to, voice and data hardware, software, and connectivity, electric, sewer and water for the Police Services Center.

BSO's personnel shall not conduct personal business at the Facilities. BSO's personnel shall only park personal vehicles required to commute to and from work in designated parking areas. The Facilities shall only be utilized for

appropriate police services within the City, unless otherwise mutually agreed upon by BSO and the City Manager. BSO shall not use the Facilities to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement. The CITY and BSO shall not permit the Facilities or the vehicles provided by the CITY to be utilized for political or campaign purposes by candidates running for public or private office or ballot initiatives.

BSO shall not permit unaccompanied minors in the Facilities.

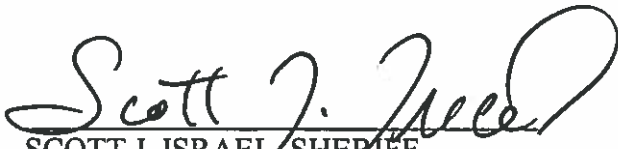
The CITY shall provide BSO with adequate parking spaces within reasonable proximity to the Police Services Center so as not to hinder BSO's ability to perform its obligations set forth herein.

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

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


BROWARD SHERIFF'S OFFICE


SCOTT J. ISRAEL, SHERIFF

Date: 3.20.17

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

By: 
 RONALD M. GUNZBURGER, GENERAL COUNSEL

Date: 3/14/17


"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND
CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this _____ day of _____, 2017 by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number