

ORDINANCE NO. 2018-_____

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A THIRD AMENDMENT TO THE AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND THE SHERIFF OF BROWARD COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Third Amendment to the Agreement for Police Services between the City of Pompano Beach and the Sheriff of Broward County, Florida, a copy of which Amendment is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Amendment.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2018.

PASSED SECOND READING this _____ day of _____, 2018.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
7/9/18
l:ord/2018-265

THIRD AMENDMENT
TO
POLICE SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF POMPANO BEACH
AND
THE SHERIFF OF BROWARD COUNTY

THIS THIRD AMENDMENT is made and entered into this _____ day of _____, 2018, by and between the CITY OF POMPANO BEACH, a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter referred to as "CITY") and the SHERIFF OF BROWARD COUNTY, Florida (hereinafter referred to as "BSO").

W I T N E S S E T H:

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

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

WHEREAS, on or about May 12, 2017, BSO and the CITY entered into a Second Amendment to the Original Agreement; and

WHEREAS, Broward County is converting the current police and fire rescue radio systems to a new P25 Radio System; and

WHEREAS, the CITY and Broward County entered into a Regional Interlocal Agreement whereby the County will fund the infrastructure of the new system up to the demarcation point of the dispatch consoles and CITY will fund the purchase of the mobile and portable radios in use in the CITY; and

WHEREAS, the parties are desirous of clarifying their responsibilities regarding the new P25 Radio system conversion.

NOW THEREFORE, in consideration of the mutual terms and conditions contained herein, the receipt and legal sufficiency of which are hereby acknowledged, it is agreed as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. The Original Agreement executed on November 30, 2017, and subsequently amended on November 2, 2016 and May 12, 2017, shall remain in full force and effect except as specifically amended hereinbelow.
3. Paragraph 6, CONSIDERATION, of Exhibit B, POLICE SERVICES GENERAL CONDITIONS, to the Original Agreement shall be amended to include the following:

6. CONSIDERATION

...

o. There will be no fiscal impact to the CITY for the purchase of the P25 radios during Fiscal Year 2019. Thereafter, CITY shall pay the cost of the purchase of the P25 radios assigned to the CITY. The payment for the radios shall be prorated over a thirty six (36) month period beginning in Fiscal Year 2020. The cost of the P25 radios will be in addition to the annual consideration paid by CITY for police services.

4. Paragraph, ADDITIONAL SERVICES, of Exhibit B, POLICE SERVICES GENERAL CONDITIONS, to the Original Agreement shall be amended to include the following:

ADDITIONAL SERVICES:

...

BSO shall coordinate the purchase of all radios utilized by BSO personnel assigned to the District. It is the intent of BSO to purchase the radios in Fiscal Year 2019. BSO owns and maintains the current radios in use in the District. BSO will maintain ownership of the P25 radios to allow for ease of resource tracking and management. In the event that the agreement for law enforcement or fire rescue and emergency services is terminated, BSO

agrees to transfer to the CITY the ownership of the P25 radios then in use in the CITY. CITY agrees to pay BSO for any outstanding balance for the radios prior to the transfer of ownership.

5. Except as herein amended, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the date(s) indicated below.

“BSO”:

SHERIFF OF BROWARD COUNTY

Scott J. Israel, Sheriff

Date: _____

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

By: _____
Ronald M. Gunzburger, General Counsel

"CITY":

Witnesses:

CITY OF POMPAÑO 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 instrument was acknowledged before me this _____ day of _____, 2018, 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

MEB:jrm
7/9/18
L:agr/bs0/2018-1018