

ADDENDUM
TO
POLICE SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF POMPAÑO BEACH
AND
THE SHERIFF OF BROWARD COUNTY

THIS ADDENDUM 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 "SHERIFF").

W I T N E S S E T H:

WHEREAS, the CITY has contracted with the Sheriff of Broward County to provide police services to the CITY; and

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

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;

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. SHERIFF shall coordinate the purchase of all radios utilized by SHERIFF personnel assigned to the District. It is the intent of SHERIFF to purchase the radios in Fiscal Year 2019. SHERIFF owns and maintains the current radios in use in the District. SHERIFF 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 SHERIFF for any outstanding balance for the radios prior to the transfer of ownership.

3. Article 6, CONSIDERATION shall be amended to include the following:

6. 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. 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.

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 OF POMPANO BEACH

Lamar Fisher, Mayor

Date: _____

Greg Harrison, City Manager

Date: _____

ATTEST:

Asceleta Hammond, City Clerk

(SEAL)

Approved as to form:

Mark Berman, City Attorney