

RESOLUTION NO. 22-39

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE FOURTH AMENDMENT TO THE AGREEMENT FOR POLICE SERVICES BY AND BETWEEN THE CITY OF COOPER CITY AND GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, ATTACHED HERETO AS EXHIBIT “A” AND INCORPORATED HEREIN; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on or about October 1, 2020, the City of Cooper City (the “City”) contracted with the Sheriff of Broward County (the “Sheriff”) to provide law enforcement services to the City; and

WHEREAS, in an effort to further maximize the public safety services provided to the City residents, the City Commission seeks to amend its contract with the Sheriff to provide for one additional crime prevention deputy; and

WHEREAS, the City Commission finds that amending its contract with the Sheriff to provide for one additional crime prevention deputy is in the best interests of the City and will protect the health, safety and welfare of its citizens and residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

Section 1: Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed. All exhibits attached hereto and incorporated herein and made a part hereof.

Section 2: That the Fourth Amendment to the Agreement for Police Services by and between the City of Cooper City and Gregory Tony, as the Sheriff of Broward County, attached hereto as Exhibit “A,” is hereby approved.

Section 3. That the appropriate City officials are authorized and directed to take any and all action necessary to effectuate the intent of this resolution.

Section 4. Conflicts. All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

Section 5. Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

Section 6. Effective Date. This Resolution shall become effective upon its passage and adoption by the City Commission.

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PASSED AND ADOPTED THIS ____ DAY OF _____, A.D., 2022.

GREG ROSS
Mayor

ATTEST:

TEDRA ALLEN, CMC
City Clerk

ROLL CALL

Mayor Ross _____
Commissioner Shrouder _____
Commissioner Green _____
Commissioner Meltzer _____
Commissioner Pulcini _____

APPROVED AS TO LEGAL FORM:

JACOB G. HOROWITZ
City Attorney

FOURTH AMENDMENT

TO THE

AGREEMENT FOR POLICE SERVICES

BY AND BETWEEN

THE CITY OF COOPER CITY

AND

GREGORY TONY, AS SHERIFF OF BROWARD COUNTY

THIS Fourth Amendment is made and entered into this _____ day of October, 2022 by and between the City of Cooper City, a municipal corporation organized and existing under the laws of the State of Florida, which municipality is fully located within the boundaries of Broward County, Florida (hereinafter referred to as "CITY") and Gregory Tony, as Sheriff of Broward County, Florida (hereinafter referred to as "SHERIFF").

W I T N E S S E T H:

WHEREAS, on or about October 1, 2020 the CITY contracted with the Sheriff of Broward County to provide law enforcement services to the CITY; and

WHEREAS, on or about March 20, 2021 the parties entered into a First Amendment to add two CSA positions; and

WHEREAS, the parties entered into a Second Amendment to add a deputy sheriff detective position; and

WHEREAS, the parties entered into a Third Amendment to add a traffic deputy sheriff position; and

WHEREAS, the SHERIFF and CITY are desirous of amending the staffing levels and the consideration as set forth herein.

NOW THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, it is agreed as follows:

1. The above recitals are true and correct and incorporated herein.
2. The staffing complement shall be increased by adding one crime prevention deputy sheriff as reflected in the attached Exhibit A to this Fourth Amendment.

3. As a result of the above referenced staffing adjustment, the annual consideration payable by the CITY to BSO shall be increased \$177,128.00. The increase will be prorated for this Fiscal Year based on the start date of the deputy. The new position will be included in calculating the consideration for next fiscal year pursuant to Article 6 D of the Agreement.

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

FOURTH AMENDMENT TO THE AGREEMENT FOR POLICE SERVICES BY AND BETWEEN THE CITY OF COOPER CITY AND GREGORY TONY, AS SHERIFF OF BROWARD COUNTY

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

GREGORY TONY, AS SHERIFF OF BROWARD COUNTY

_____ Date: _____
Gregory Tony
Sheriff

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

By: _____
Terrence O. Lynch
General Counsel

**FOURTH AMENDMENT TO THE POLICE SERVICES AGREEMENT BY AND
BETWEEN THE CITY OF COOPER CITY AND GREGORY TONY, AS SHERIFF OF
BROWARD COUNTY**

CITY OF COOPER CITY

ATTEST:

City Clerk

(SEAL)

By: _____

Greg Ross
Mayor

Dated: _____

By: _____

Joseph Napoli
City Manager

Dated: _____

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Jacob Horowitz
City Attorney

FOURTH AMENDMENT EXHIBIT A
SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions have been agreed upon by and between the CITY and BSO:

CITY:	City of Cooper City
EFFECTIVE DATE:	October 1, 2020
FIRST YEAR:	October 1, 2020 – September 30, 2021
TERM:	October 1, 2020 – September 30, 2025
RENEWAL OPTION:	Renewable for two (2), five (5) year terms upon the City and BSO agreeing to such renewal and the terms and conditions thereto.
STAFFING STRUCTURE:	<p>District Law Enforcement Complement</p> <ul style="list-style-type: none"> 1 District Captain 2 Sheriff Lieutenants 8 Deputy Sheriff Sergeants 31 Uniformed Deputy Sheriffs 6 Deputy Sheriff Detectives 5 School Resource Deputies/Deputy Sheriffs 1 School Resource Deputy (Renaissance) 2 Motors/Deputy Sheriffs 2 Traffic Deputy Sheriff <u>1 Crime Prevention Deputy</u> 9 Community Service Aides 4 Code Inspectors 1 Crime Analyst / Investigative Aide II 1 Community Involvement Specialist 3 Administrative Support (non-sworn)

	<p style="text-align: center;">—</p> <p style="text-align: center;">77 Total District Complement</p>
MINIMUM STAFFING:	Utilizing the staffing structure as set forth above, the District Captain shall provide the CITY with a minimum of one sergeant and six uniformed deputy sheriffs on duty at all times in the District, in a Patrol Unit or Patrol Unit equipped with a bicycle for purposes of patrol. The District Captain has the ability to deploy the deputies as needed for the benefit of the District.
SHIFT SCHEDULE	District deputies currently work a twelve hour shift. The length of shift may be altered upon mutual agreement of the Sheriff and City Manager.
CONSIDERATION: Annual Consideration	To Be Prorated based on the start date for the new position
POLICE SERVICES CENTER ADDRESS:	10580 Stirling Road Cooper City, FL 33328
FACILITIES ADDRESSES::	10580 Stirling Road Cooper City, FL 33328
CODE ENFORCEMENT:	YES
FUEL SITE:	YES
NOTICE CITY ADDRESS:	City of Cooper City 9090 SW 50 Place Cooper City, FL 33328
Specific Terms:	<p><u>Criminal Investigations Unit</u></p> <p>A Criminal Investigations Unit shall be maintained to conduct the necessary investigations of criminal activity within the CITY. The District Criminal Investigations Unit</p>

is a specialized assignment within the CITY for particular investigations where and as the need for same requires. The Unit shall not operate in the traditional shift structure. The Criminal Investigations Unit shall be comprised of four detectives, one sergeant and one Crime Analyst/ Investigative Aide II from the staffing structure described above. One of the four detectives shall be assigned to oversee and maintain the city's technology equipment, such as: ALPRS, Portable / Fixed cameras, trailers, platforms, and serve as a RTCC liaison. The deputies assigned to this Unit shall handle criminal investigations not handled by the central Criminal Investigations Division.

Crime Suppression / Tactical Deployment Team

A Crime Suppression Team (CST) shall be operated to conduct the necessary investigations of criminal activity within the CITY. The District Crime Suppression Team is a specialized assignment within the CITY designed to target quality-of-life crime issues, such as residential and conveyance burglaries, robberies, and narcotics enforcement etc. The CST shall be comprised of two (2) deputy sheriffs from the staffing structure described above. The Unit shall not operate in the traditional shift structure but shall generally provide coverage on a flexible schedule, the on-duty status and deployment of the team shall be determined by the District Captain or designee.

Lobby Coverage

The SHERIFF shall staff the Cooper City Police station lobby 24 hours a day, seven days a week.

K-9 and Field Training Deputies

Two (2) of the Uniformed Deputy Sheriffs from the staffing structure set forth above shall be canine handlers. The Cooper City District should be included in the SHERIFF's list of "training districts" and utilized for same when needed.

Crime Prevention Programs

- The SHERIFF shall offer crime prevention and related programs, through Personnel assigned to the CITY that are mutually beneficial and mutually agreeable to the CITY and SHERIFF. In addition, the Crime Prevention Deputy shall maintain an active Florida Crime Prevention Practitioner's designation or equivalent training, such as the Florida Crime Prevention Through Environmental Design Practitioner, and offer relevant services to the CITY.

SRO / Renaissance Charter School

One of the school resources officers included in the CITY's law enforcement complement shall be assigned to the Renaissance Charter School ("Renaissance"), and the cost of this position shall be reimbursed to the CITY, in full, by Renaissance pursuant to a separate, tri-party agreement between the CITY, BSO and Renaissance.