

FOURTH AMENDMENT
TO
AGREEMENT
FOR
FIRE RESCUE SERVICES

This Fourth Amendment is entered into this ____ day of _____, 2016 by and between the Broward Sheriff's Office (hereinafter referred to as "SHERIFF") and the City of Dania Beach, FL (hereinafter referred to as the "CITY").

WHEREAS, on or about January 26, 2011, SHERIFF and the CITY entered into an Agreement for Fire Rescue Services; and

WHEREAS, on or about September 25, 2012, SHERIFF and the CITY entered into a First Amendment to address pension concerns; and

WHEREAS, on or about May 5, 2014, SHERIFF and the CITY entered into a Second Amendment to make staffing adjustment modifications to Exhibit A; and

WHEREAS, on or about March 25, 2014, SHERIFF and the CITY entered into a Third Amendment increasing staffing levels pursuant to the SAFER Grant; and

WHEREAS, the Agreement for Fire Rescue Services, First Amendment, Second Amendment, and Third Amendments are hereinafter collectively referred to as the "Agreement"; and

WHEREAS, the SAFER Grant is ending and the CITY is desirous of retaining five (5) of the SAFER Grant positions after the grant period ends and staffing will be confined to Station 1 only;

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 CITY's SAFER Grant expires May 15, 2016. Five (5) of the nine (9) SAFER Grant positions will be added to the CITY's staffing complement effective retroactively to May 15, 2016 and consideration adjusted accordingly.

3. The positions will be retained by the CITY through September 30, 2016. Thereafter, the CITY will have no obligation to retain the positions within its staffing complement.
4. The additional consideration for the five (5) SAFER position will not exceed Two Hundred Forty Nine Thousand Eight Hundred Twenty Six Dollars (\$249,826.00) for the period of May 15, 2016 through September 30, 2016 and will be invoiced separately each month beginning June 1, 2016.
5. 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 Fourth Amendment through its duly authorized representatives as set forth below.

BROWARD SHERIFF'S OFFICE

 SCOTT J. ISRAEL, Sheriff Date: _____

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

By: _____ Date: _____
 RONALD M. GUNZBURGER
 General Counsel

CITY OF DANIA BEACH

ATTEST:

By: _____ By: _____
 LOUISE STILSON MARCO A. SALVINO, SR.
 City Clerk Mayor
____ day of _____, 2016.

APPROVED AS TO FORM:

By: _____ _____
 ROBERT BALDWIN THOMAS J. ANSBRO
 City Manager City Attorney