

AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT FOR POLICE SERVICES, dated the 28 day of FEBRUARY, 2017, is made by and between the City of North Lauderdale, (hereinafter referred to as the "CITY"), and the Broward Sheriff's Office (hereinafter referred to as "BSO or "SHERIFF")

WITNESSETH:

WHEREAS, the CITY has heretofore contracted with BSO to provide a high level of professional police protection for the benefit of the citizenry thereof, and

WHEREAS, the CITY is desirous of maintaining the high level of competent professional police service in conjunction and harmony with its fiscal policies of sound, economical management, and

WHEREAS, the CITY is desirous of maintaining its Charter police power but at the same time wishes to provide for daily police services through contractual agreement, and

WHEREAS, BSO has agreed to render to the CITY a high level of professional police service, and the CITY is desirous of contracting for such services upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. This Agreement is comprised of this document, the Special Terms and Conditions set forth in Exhibit A, which is attached and incorporated herein and the General Terms and Conditions that are set forth in Exhibit B, which is also attached and incorporated herein.
3. In the event there is a conflict between the General Terms and Conditions and the Special Terms and conditions, the Special Terms and Conditions shall be controlling.

**AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF NORTH
LAUDERDALE AND THE BROWARD SHERIFF'S OFFICE**

IN WITNESS WHEREOF, each of the parties hereto have authorized its duly authorized representative to execute this Agreement on the day and date first set forth above.

BSO:

SHERIFF OF BROWARD COUNTY

By: Scott J. Israel
SCOTT J. ISRAEL, SHERIFF

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

By: Ronald M. Gunzburger
RONALD M. GUNZBURGER, GENERAL COUNSEL
LF

AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF NORTH
LAUDERDALE AND THE BROWARD SHERIFF'S OFFICE

CITY:

CITY OF NORTH LAUDERDALE

ATTEST:

Patricia Vancheri
PATRICIA VANCHERI
CITY CLERK

By:

Jack Brady
JACK BRADY
MAYOR

Dated: FEBRUARY 28, 2017

(SEAL)



By:

Ambreen Bhatti
AMBREEN BHATTY
CITY MANAGER

Dated: FEBRUARY, 2017

APPROVED AS TO FORM:

David A. G... 2/28/17
CITY ATTORNEY

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 North Lauderdale
EFFECTIVE DATE:	October 1, 2016
FIRST YEAR:	October 1, 2016 – September 30, 2017
TERM:	October 1, 2016 – September 30, 2021
RENEWAL OPTION:	This Agreement may be renewed for an additional five (5) year period upon mutual written agreement of the parties as to the terms and conditions agreed upon at such time.
CITY BOUNDARIES:	
STAFFING STRUCTURE:	<div>1 District Chief</div> <div>1 Executive Officer</div> <div>1 Shift Commander/Deputy Sheriff Lieutenant</div> <div>6 Patrol-Shift Supervisors/Deputy Sheriff Sergeants</div> <div>37 Uniformed Patrol Officers/Deputy Sheriffs</div> <div>1 School Resource Deputy</div> <div>1 Investigator Supervisor/Deputy Sheriff Sergeant</div> <div>6 Criminal Investigators/Deputy Sheriff Detectives</div> <div>2 Motorcycle Patrol/Deputy Sheriff</div> <div>4 Community Service Aides</div> <div>3 Secretaries</div> <div>63 TOTAL POSITIONS</div>

MINIMUM STAFFING:	Twelve (12) sworn personnel in a twenty-four hour period each working a twelve (12) hour shift. These numbers will be adjusted in the event there is a modification in the number of hours per shift.
CONSIDERATION:	
<u>Fiscal Year 2017:</u>	
<u>Annual Consideration</u>	\$ 9,509,167.92
<u>Monthly Consideration</u>	\$ 792,430.66
POLICE HEADQUARTERS ADDRESS:	701 SW 71 st Avenue North Lauderdale, FL 33068-2395
FACILITIES ADDRESS:	Same
CODE ENFORCEMENT:	NO
FUEL SITE:	NO
NOTICE: CITY ADDRESS::	City Manager City of North Lauderdale 701 SW 71 st Avenue North Lauderdale, FL 33068-2395
SPECIAL DETAILS – CITY SPONSORED EVENTS	Special details for the following four (4) CITY-sponsored events will be provided at no charge to the CITY: <ul style="list-style-type: none"> a. North Lauderdale Days b. Haunted Hamptons Halloween Event c. Holiday Parade and Tree Lighting Ceremony d. TBD at a future date

EXHIBIT B

POLICE SERVICES GENERAL CONDITIONS

1. DEFINITIONS

The following terms when used in this Agreement, including its preamble and recitals, shall, except where the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

- a. "Agreement" shall mean this Agreement for Police Services between the CITY and BSO, including all exhibits.
- b. "Applicable Laws" shall mean all provisions of constitutions, statutes, laws, rules, ordinances, regulations, charters and orders of governmental bodies or regulatory agencies applicable to the subject matter.
- c. "BSO" shall mean the duly elected and qualified Sheriff of Broward County, Florida.
- d. "CITY" shall mean the CITY that has contracted with BSO for Police Services pursuant to this Agreement and is identified in the Special Terms and Conditions.
- e. "CITY Boundaries" shall mean the area within the municipal boundaries of the CITY, as shown in the Special Terms and Conditions of this Agreement.
- f. "City Manager" shall mean the duly appointed and validly existing City Manager of the CITY. In the absence of the City Manager, the Assistant City Manager or person acting in the capacity of City Manager shall have the same authority as that of the City Manager.
- g. "Consideration" shall mean the monthly payment and other amounts payable by the CITY hereunder in consideration of the Services performed by BSO, as set forth herein.
- h. "District" shall mean (a) the CITY Boundaries, or (b) the Annexed CITY Boundaries on the date the CITY's annexation plan becomes effective after the Florida Legislature approves such annexation plan, provided BSO has received the required notification thereof as set forth herein (c) any additional geographic area to be serviced by the District employees based upon a mutual written agreement of the CITY and BSO.
- i. "District Chief" shall mean the individual responsible for supervising all law enforcement employees and law enforcement activities within the CITY. The District Chief shall be the rank of Captain. The District Chief shall serve as the liaison between CITY and BSO.
- j. "District Employees" shall mean BSO employees permanently assigned to the District who possess the necessary qualifications and experience to provide police and support services as well as all other BSO employees that from time to time provide police services to CITY.

- k. "Effective Date" shall mean the date in which the Agreement is to commence. The Effective Date is set forth in the Special Terms and Conditions of this Agreement.
- l. "Facilities" shall mean that portion of the Police Services Center which is used by BSO and any additional facilities that are owned by the CITY and used by BSO on a permanent basis to provide police services. The Facilities are listed in the Special Terms and Conditions of this Agreement.
- m. "Lien" shall mean any lien, security interest, pledge, mortgage, easement, leasehold, assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.
- n. Patrol Zone shall mean the geographic areas within the District, as mutually agreed upon by the District Chief and the City Manager, in which Patrol Deputy Sheriffs are assigned.
- o. "Police Services Center" shall mean the premises owned by the CITY in which the BSO command staff assigned to the CITY maintains their offices. The address of the Police Services Center is set forth in the Special Terms and Conditions of this Agreement.
- p. "Police Services" shall mean the aggregate of all police related services provided by BSO pursuant to this Agreement.
- q. "Renewal Option" shall mean the time period that the agreement may be extended; the number of extensions and the means to exercise such option, as set forth in the Special Terms and Conditions of this Agreement.
- r. "Term" shall mean the length of this Agreement and any extensions thereto.
- s. "Uniformed Deputy" shall mean a uniformed Deputy Sheriff employed by BSO who patrols the District.

2. STAFFING

- a. **Structure.** The staffing structure for the District shall be as set forth in the Special Terms and Conditions of this Agreement and may be modified as set forth herein. The Staffing Structure shall not be modified except through a written amendment to this Agreement executed by both the CITY and BSO with the same formalities as set forth herein.

BSO and the CITY shall work cooperatively to establish the proper balance of experience levels for those BSO employees assigned to the CITY.

- b. **Deletions and Additions.** The CITY shall have the right to unilaterally delete services upon no less than sixty (60) calendar days prior written notice, and such deletions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly based on actual cost of the service. If, in BSO's opinion, the requested deleted

services (i.e. staffing levels) would negatively impact the safety of BSO's employees or the community, the parties shall collaborate to resolve the issue to their mutual satisfaction. The CITY may add services, as mutually agreed upon by both parties, and such additions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly.

c. **Shift Length.** In the event there is a modification in the length of the hours of shifts, the modification will not occur until the next scheduled shift pick at least sixty (60) calendar days from the date that the Sheriff and City Manager agree upon the modification.

d. **Deployment.** BSO shall have the discretion to deploy District Employees as necessary to meet the goals and objectives of the CITY.

The District Chief's discretion regarding the deployment of the personnel shall be exercised with the intent of providing the most effective police services to the CITY pursuant to the terms and conditions of this Agreement. The District Chief shall keep the City Manager informed of the deployment of such personnel through weekly staff meetings and as requested by the City Manager. During such meetings, the City Manager and District Chief shall discuss the results of previous deployments, alternative deployment strategies and the benefits and risks associated with each strategy.

BSO's Personnel assigned to the CITY shall only be utilized for appropriate police services within the CITY, except as otherwise authorized in applicable automatic and mutual aid agreements. BSO shall not use District Employees to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement.

e. **Minimum Staffing.** BSO shall provide to the CITY a minimum number of deputy sheriffs to patrol the CITY per day/shift. The minimum number of deputies shall be set forth in the Special Terms and Conditions of this Agreement.

f. **Employment Standards.** BSO shall be responsible for setting employment standards (i.e. hiring, discipline, training) for District Employees consistent with BSO agency standards. BSO is committed to providing the CITY with highly skilled law enforcement personnel to provide police services to the CITY.

g. **Employment Responsibilities.** All District Employees shall be and remain BSO employees, and such employees shall not be considered employees of the CITY for purposes of pension benefits, insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, the CITY shall not be called upon to assume any liability for direct payment of any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, workers' compensation (Chapter 440, Florida Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any District Employee whatsoever, arising out of BSO's employment of such Persons and such Persons' performance of the Services. The CITY and BSO understand and acknowledge that all costs, including the employment related costs, are

included in the consideration payable by the CITY to BSO in accordance with this Agreement.

h. Staffing Review and Modifications. As part of the CITY's annual budgetary process, BSO shall evaluate the Staffing requirements for the CITY to determine if the current staffing level and composition adequately meets the CITY's goals and objectives. If BSO believes the staffing requirements need to be adjusted, BSO shall provide staffing recommendations to the City Manager for review. If both parties agree to the recommended staffing changes, this Agreement shall be modified through an amendment executed by both the CITY and BSO with the same formalities as contained herein, which shall reflect the agreed upon staffing change(s) and a compensation adjustment based on actual cost of the staffing change(s).

In addition to the annual review, the District Chief shall have the right to request a staffing adjustment at any time during the year. Upon making such request to the City Manager, the District Chief and City Manager shall meet and discuss the need for such adjustment. If the City Manager and District Chief agree upon the need for the staffing adjustment, a formal amendment shall be prepared and presented to the Sheriff and CITY Commission for approval and signature.

In the event the CITY and BSO do not agree upon the Staffing Structure adjustments after good faith negotiations and such unresolved adjustments impact the safety of BSO employees or the public, either the CITY or BSO may exercise its rights as set forth herein or by law.

i. Transfers – BSO's Rights. BSO shall have the right to transfer any Employee out of the District. The City Manager shall be kept informed of all transfers.

Notwithstanding the above provisions, the transfer of the District Chief shall be governed by specific provisions related to the District Chief as set forth herein.

j. Transfers – CITY Right. Except for the District Chief, which is covered in Section 9 of these General Terms and Conditions, the City Manager shall have the right to request the transfer of BSO personnel out of the CITY, which shall not be arbitrary or capricious. The request must be sent to the District Chief in writing setting forth the name of the employee, employee's rank and the reason for the request (the "Transfer Request"). The Transfer Request must be approved in writing by BSO, however such approval shall not be unreasonably withheld. BSO shall notify the CITY in writing as to whether BSO approves of the Transfer Request within 5 business days of receipt of the Transfer Request. If BSO fails to notify the CITY within 5 business days of the Transfer Request, the Transfer Request shall be deemed approved. If BSO approves the Transfer Request, the employee shall be transferred out of the District as soon as reasonably possible but in no event more than 30 days after BSO approves the Transfer Request.

k. **Transfers – Layoffs.** Notwithstanding anything herein to the contrary, transfers in and out of the District may result from employees exercising seniority rights pursuant to the collective bargaining agreement in the event of layoffs at the Broward Sheriff's Office.

l. **Replacements.** Any Personnel transferred or reassigned out of the CITY shall be replaced within thirty (30) days of the transfer.

m. **Staffing Continuity.** The CITY and BSO recognize the importance of combining the efforts and resources of BSO and the CITY in order to have a positive impact on reducing neighborhood crime, helping to reduce any community fears regarding crime and thus enhancing the quality of life throughout the CITY. It is further recognized that such a collaborative effort requires law enforcement personnel that have intimate knowledge of the community. In furtherance of such objective, BSO shall make every reasonable effort to maintain the continuity of BSO law enforcement personnel assigned to the District, subject to the transfer provisions set forth herein and to develop and implement community policing initiatives.

n. **Education.** The parties acknowledge the importance of the District Employees' knowledge of the general make-up of the CITY and its geographic areas, its industrial, business, and residential composition, its CITY Code of Ordinances, and its crime problems. BSO shall offer appropriate continuing education to assure that all District Employees are acquainted with the District's general make-up, geographic areas, industrial, business, CITY's Code of Ordinances and residential composition and its crime trends. Upon enactment, the CITY shall forward to the District Chief a copy of new ordinances for training and enforcement purposes.

3. **ASSIGNMENT OF POLICE POWERS**

The CITY does hereby vest in each sworn Deputy Sheriff of BSO the police powers of the CITY which are necessary to implement and carry forth such law enforcement services, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn deputies. Each sworn Deputy Sheriff of BSO so empowered hereby and engaged in the performance of the law enforcement services shall be deemed to be a sworn officer of the CITY while performing such law enforcement services. Accordingly, such sworn Deputy Sheriffs of BSO are hereby vested with the power to enforce the ordinances of the CITY, to make arrests incident thereof and to do such other things and to perform such other acts as are necessary with respect thereto.

4. **QUARTERLY GOALS AND OBJECTIVES**

On a quarterly basis (on or about October 1st and January 1st, April 1st and July 1st) or as requested by the City Manager, the District Chief shall meet with the City Manager to discuss law enforcement activities within the CITY occurring during the previous three (3) month period. At such meeting, the District Chief shall present the City Manager with information regarding the following:

- a. Calls for service by time of day, geographic location, date and type of call;
- b. Reported incidents, criminal and non-criminal;
- c. Number and types of arrests;
- d. Traffic crashes;
- e. Traffic citations;
- f. Staffing and Transfers;
- g. Vacancy Credits;
- h. Grant Review;
- i. Community Policing Initiatives;
- j. Code Compliance Initiatives;
- k. Response time reports, citizen complaints and their status/disposition;
- l. BSO's Year-To-Date Budget Versus Actual Cost - Line Item Report, which shall include, but not necessarily be limited to, the budgeted amount, expenditures, encumbrances and remaining balance for each line item within the budget. The City Manager may reasonably request documentation necessary to substantiate any of the costs included on such Report; and
- m. Any additional information requested by the City Manager.

Based upon the information presented by the District Chief to the City Manager, the District Chief, in concert with BSO command, and the City Manager shall review the law enforcement goals and objectives of the CITY, the staffing requirements to meet the goals and objectives and the general strategies to achieve such goals and objectives. Thereafter, BSO shall develop and implement operational initiatives to further such goals and objectives.

5. **REPORTS**

BSO shall provide monthly reports to the City Manager that include the following information:

- Monthly Crime Report (FDLE/UCR categories) and year-to-date comparison;
- Monthly calls for service based on Deputies responding (percentage);
- Monthly encumbered times for zone Deputies by day of week; and
- Monthly crime prevention activities (past month and planned current month).

At any time during the term of this Agreement, the City Manager shall have the right to make reasonable modifications to the reporting format(s), reporting content, and reporting period(s).

BSO shall provide to CITY in June of each fiscal year, a report on BSO's performance in light of the established goals and objectives. The format and content of the Annual Report made to the CITY by the District Chief shall be mutually agreed upon by BSO and the City Manager.

BSO shall provide the CITY with detailed reports indicating budget amounts, year to date expenditures, variances, etc., quarterly or upon request to the District Chief.

6. **CONSIDERATION**

- a. For the period from the Effective Date through the end of the September 30, 2017, the annualized consideration amount and the monthly payment amount for police services shall be as set forth in the Special Terms and Conditions, payable on the 1st of each month.
- b. The consideration payable by the CITY for subsequent fiscal years shall be determined by adding the following: The budget will have a summary of major classifications (Personnel Services, Operating Expenses, Capital Outlay, etc.), an estimated average cost per staffing category and any overhead costs that are being considered. The CITY and BSO will negotiate in good faith any adjustments to the Consideration. The parties recognize and acknowledge that time is of the essence in resolving this issue. Therefore, the parties agree that final resolution must be reached on or before August 15.
- c. The consideration payable by the CITY for subsequent fiscal years shall be determined by adding the following:
 1. BSO's budgeted costs for items other than health insurance premiums, workers compensation premiums and pension contributions, not to exceed an annual increase of 5% over the budgeted costs in the preceding year, except that any increase in the cost of the portable radios and auxiliary equipment provided to the CITY under the Regional Interlocal Agreement with Broward County.
 2. BSO's budgeted costs for workers compensation premiums and pension contributions attributable to District Employees, which shall be based upon projected costs. The projected cost of these items shall be supported with third party documentation.
 3. BSO's budgeted costs for health insurance premiums, which costs shall be the same for all BSO employees in the same benefit plan whether assigned to the District or not, not to exceed an annual premium increase of more than 9% over the premium cost in the preceding year for the same type of insurance and number of employees covered. The projected costs of these items shall be supported with third party documentation. Changes to individual employees' service level plan (i.e. – change from single to family coverage) will not be included in a cap on costs.
- d. BSO shall submit a proposed budget to the CITY on or before the preceding May 1st. The budget shall have a summary of major classifications (Personnel Services, Operating Expenses, Capital Outlay, etc.). At the request of the City Manager, BSO shall provide supporting documentation for the budgeted line items to include the cost to outfit and equip District Employees (i.e. uniforms, computer, patrol vehicle, Taser, etc.).
- e. For purposes of calculating the budget for Personnel Services, the District Employees assigned to the District when the snapshot is taken in February of each year shall be the employees used to calculate the budget for the upcoming fiscal year, which is due to the CITY on or before May 1st as set forth above. The annual wages, taxes, pension and health

insurance costs associated with each employee shall be determined based upon factors such as contractual wage increases, FICA rates and maximums, pension rates (as dictated by the applicable plan) and proposed health insurance rates. If there are any vacant positions on the payroll period in February, the budgeted cost of the vacant positions for the upcoming fiscal year shall be calculated based upon the average budgeted cost of the BSO's Employee positions within the same job classification.

- f. If BSO and the CITY are able to reach an agreement regarding the consideration, the CITY shall pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month.
- g. The CITY and BSO understand and acknowledge that staffing vacancies will occur throughout the term of this Agreement; however it is the intent of both the CITY and BSO to work cooperatively towards reducing vacancies and thus increasing the number of deputies working within the District.
- h. BSO shall provide the CITY with full staffing. The CITY shall be entitled to a credit for any vacancies that occur during the fiscal year. The CITY's entitlement to the vacancy credit shall be calculated on a quarterly basis during the fiscal year. A vacancy occurs when a deputy or employee is absent from work and such absence results in a salary savings to the BSO. The CITY's credit shall be calculated using the median Pay Step "5" of the affected class plus FICA and pension. BSO shall submit a monthly report detailing vacancy days. This report shall be delivered to the City Manager by the twentieth day of the month immediately following the month in which the vacancy occurred.

The credit shall be calculated on a quarterly basis for each fiscal year. For purpose of the last quarter for each fiscal year, vacancies shall be projected for August and September based upon BSO's vacancies during the month of July. In the event the actual vacancy credit for the month of August and September differs from the above projected figures, such difference shall be adjusted in the CITY's November payment.

- i. BSO shall have the right to temporarily fill any vacancy within the CITY, through temporary staffing or overtime, provided that BSO fills the vacancy with an employee with a job classification and rank equivalent to the absent BSO employee. BSO shall educate any temporary staff assigned to the District with respect to the general make-up of the CITY and its geographic areas, its industrial, business and residential composition and its crime trends. The CITY shall be entitled to a vacancy credit for any vacancy, unless the vacant position is temporarily filled through overtime or temporary staffing and if BSO receives a salary savings.
- j. The parties recognize that the CITY has no right of setoff or to reduce the consideration payable to BSO by amounts in dispute absent a mutual written agreement of the parties.
- k. In the event BSO subsequently enters into an agreement for police services with another municipality in which the terms and conditions related to the consideration are more favorable to the CITY than those set forth herein, BSO will provide the CITY with written notice of such agreement. Within ninety (90) calendar days after the CITY's receipt of

BSO written notice, the CITY may request that the terms and conditions related to the consideration payable under this Agreement be re-opened to negotiations based upon the consideration terms and conditions set forth in the other agreement; however it is understood and agreed that the service level may need to be adjusted to account for any consideration shortfall resulting from the initial transition to the consideration language of the other agreement. The mutually agreed upon revised terms and conditions must be formalized in an amendment to this Agreement executed by the CITY and BSO.

- I. In addition to the consideration being paid by the CITY to BSO under this Agreement, and pursuant to the Regional Interlocal Agreement Between Broward County and the CITY Providing for Cooperative Participation in a Regional Public Safety Intranet, the CITY agrees to pay its pro rata share for BSO's mobile and portable radios and auxiliary equipment to the extent allocated for the District, and all needed repairs and replacements thereto in accordance with the Regional Interlocal Agreement.

7. **VEHICLE MARKINGS**

Each patrol vehicle assigned to the District shall prominently display on the vehicle's exterior, the name of the CITY in three (3) to six (6) inch lettering in accordance with the BSO standard vehicle markings.

8. **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 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.

BSO shall pay for all utility costs including, but not limited to, telephone, electric, and water for the Police Services Center. The parties understand and acknowledge that the utility costs and other costs to BSO attributed to this Agreement are indirectly charged to CITY as part of the consideration payable by CITY to BSO.

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.

9. **DISTRICT CHIEF**

BSO shall provide, pursuant to this Agreement, a District Chief. The District Chief shall be assigned full-time to the CITY, have the rank of Captain, and shall provide direct supervision of activities at the CITY's Police Services Center and District Employees provided pursuant to this Agreement. The District Chief shall, among other specified duties, act as liaison between BSO and the CITY. BSO's District Chief shall also function as a member of the CITY's staff with regard to law enforcement issues and report to the City Manager in that capacity. The District Chief shall be responsible for all law enforcement related emergency management duties on behalf of the CITY, and his or her responsibilities, except for his or her responsibilities to BSO, shall be limited to the CITY, as described herein. The CITY and BSO understand and acknowledge that the District Chief is employed by BSO and therefore has certain employment responsibilities to BSO, however such responsibilities shall not substantially interfere with the District Chief's responsibilities as the CITY's District Chief.

The CITY currently has a District Chief. In the event the position of District Chief becomes vacant, the selection of a District Chief shall be in the absolute discretion of the City Manager and shall be initiated by BSO selecting three (3) qualified candidates for the position of District Chief. BSO agrees to make such selections in good faith and in the best interest of the CITY. BSO shall provide the CITY with written notification of the selected candidates and their qualifications within 15 days of the vacancy of the District Chief or within 15 days of the BSO's knowledge that the District Chief position will become vacant, whichever occurs first. Within ten (10) days after the CITY's receipt of such notice, representatives from both BSO and the CITY shall meet to discuss the candidates' qualifications. In the event none of the candidates are acceptable to the CITY Manager, BSO shall submit the names of three (3) additional candidates for consideration. This process shall continue until such time as the City Manager has selected an individual to serve as the District Chief. The CITY shall have the opportunity to interview each of the candidates. The District Chief position shall be subject to the provisions of this Agreement. During the selection process, BSO shall put in place a temporary Chief until the permanent Chief is selected.

In the event the CITY becomes dissatisfied with the performance of the District Chief, the CITY shall provide notification to BSO. Thereafter, representatives of BSO and the CITY

shall meet to discuss possible remedies of the problems experienced by the CITY. BSO agrees to act in good faith in resolving any problems experienced by the CITY. The City Manager may remove the District Chief at any time, without cause. If the City Manager, in his or her sole discretion, with or without cause, still desires that BSO remove the District Chief, BSO shall do so immediately.

BSO, in its sole discretion, shall have the right to remove the District Chief from the CITY at any time for any of the following reasons:

- a. The District Chief is being promoted in rank;
- b. The District Chief is being demoted;
- c. The District Chief is being disciplined;
- d. The District Chief is retiring;
- e. The District Chief submits a request to transfer out of the CITY;
- f. The District Chief is under investigation by BSO or any other federal, state or local law enforcement agency; or
- g. The District Chief's failure to meet documented BSO performance standards and requirements;
- h. Prior to the removal of the District Chief, the Sheriff meets with the City Manager and notifies the City Manager that the Sheriff has lost confidence in the District Chief.

The removal of the District Chief from the CITY for any reason not specified above shall require the prior approval of the City Manager.

10. **FINES, FORFEITURES, REVENUES: PAYMENT**

- a. All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for and forwarded to the CITY pursuant to Florida Statutes, Section 943.25, shall be assigned over to the BSO and used by the District for the law enforcement education purposes authorized in the statute. Apart from such funds and except for the provisions set forth in subsection 10(k) of these General Terms and Conditions, Grant Funds and Miscellaneous Revenues, BSO shall have no claim or right to any other monies or things of value that the CITY receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with law enforcement activities.
- b. The CITY and BSO do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair the CITY's right to the disposition of fines and forfeitures to which the CITY would be entitled, pursuant to Florida Statutes, Section 316.660 as may be amended from time to time, or as to proceeds and forfeitures arising under the sale or disposition of unclaimed property or under any statutory or common law proceeding to which the CITY would otherwise be entitled, except as limited herein.
- c. The CITY and BSO agree that BSO shall be responsible for determining whether asset forfeiture proceedings for property seized within the CITY through active participation of District personnel shall be initiated, except as otherwise indicated herein. Any forfeiture actions for property seized within the CITY through active participation of District

personnel shall be initiated and managed by BSO, which shall have sole discretion to determine legal strategy and litigation resolution based upon the best interests of the CITY and BSO.

- d. BSO agrees that any currency seized within the CITY, through active participation of the District's personnel, and subsequently forfeited solely to BSO, shall be deposited into the CITY's Law Enforcement Trust Fund established by the CITY, less any costs as described in paragraph 10(h) herein (hereinafter referred to as the "Funds"). The CITY's share will be based upon the ration that the District personnel's participation bears to the participation of all law enforcement agencies and units participating in the seizure of the property. The Funds shall be and shall always remain in the ownership of the CITY and BSO shall not have any right to ownership and control of such Funds. During the term of this Agreement, such Funds may be earmarked for the BSO's use within the confines of the CITY, upon approval of the CITY as follows:
 1. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the City Manager, BSO may apply to the CITY for the use of such Funds, within the boundaries of the CITY, if such application is in compliance with Florida Statutes.
 2. The District Chief shall first submit the request to the CITY's legal counsel for a determination as to whether the request complies with applicable law. If the CITY's legal counsel finds that the request complies with applicable law, the District Chief shall then submit the request, accompanied by a written certification that the request complies with the provisions of §932.7055(4) Florida Statutes, to the City Manager.
 3. If the request and accompanied written certification are acceptable to the City Manager, the City Manager may place the request and written certification on the agenda for the City Commission's consideration.
 4. Upon appropriation, such funds shall be made available to BSO for its designated use within the confines of the CITY. The CITY shall transfer ownership of any personal property purchased with the Funds to BSO for exclusive use within the District.
- e. The parties agree that the decision to dispose of or use personal property, other than currency, seized within the CITY through active participation of the District personnel and subsequently forfeited solely to the CITY, shall be in the sole discretion of the CITY.
 1. If the CITY decides to use personal property, other than currency, forfeited to the CITY, the CITY shall reimburse BSO for any costs, as described in paragraph 10(h), below, incurred in the seizure and forfeiture of such property.
 2. BSO shall annually invoice the CITY for all actual costs incurred by BSO in the forfeiture action including, but not limited to, filing fees and advertising costs, and the CITY shall have forty-five (45) calendar days to pay such invoice. BSO

shall submit the annual invoice to the CITY on or before September 30th of each fiscal year;

3. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the City Manager, BSO may apply to the CITY to use such personal property either within or outside the CITY, and if approved by the CITY, BSO may use such personal property in accordance with such approval, however BSO shall then be responsible for all costs incurred in the forfeiture of that personal property.
 4. In the event BSO disposes of the property prior to termination of this Agreement, BSO shall allocate the net proceeds from the disposition to the CITY's Law Enforcement Trust Fund.
 5. In the event that this Agreement is terminated and such property is still in use by BSO within or outside the CITY, such property shall be turned over to the CITY.
 6. If the CITY decides to dispose of personal property, other than currency, forfeited to the CITY under Chapter 932, Florida Statutes, proceeds of the sale of such property, less costs as described in paragraph 10(h) herein, shall be deposited in the CITY's Law Enforcement Trust Fund. Proceeds from the sale of property deposited in the CITY's Law Enforcement Trust Fund may be designated for BSO's use within the confines of the CITY, in the same manner as provided in subsection 10(d) above.
- f. BSO agrees to notify the CITY of its intent to initiate forfeiture proceedings involving real property seized solely by District staff, prior to the filing of a Complaint for Forfeiture. The CITY shall notify BSO within five (5) business days of any objections it has related to the impending forfeiture proceeding. In the event, the parties are unable to reach a mutually agreed upon decision, the final decision to proceed shall be made by the CITY. The parties agree that the decision to use or dispose of real property seized within the CITY, through active participation of the District's personnel, and subsequently forfeited solely to the District pursuant to Chapter 932, Florida Statutes, shall be in the absolute and sole discretion of the CITY.
1. If the CITY decides to dispose of such real property, proceeds from the sale of the real property shall be deposited into the CITY's Law Enforcement Trust Fund, less any loans, mortgages, liens, costs (as described in subsection 10(h) herein, below) or any other encumbrance on the property incurred by BSO in the seizure, forfeiture, or sale of such property. Proceeds from the sale of real property deposited in the CITY's Law Enforcement Trust Fund may be designated for BSO's use within the confines of the CITY, in the same manner as provided in subsection 10(d), above.
 2. If the CITY decides to use such real property, the CITY shall reimburse BSO for any loans, mortgages, liens, costs (as described in paragraph 10(h), below) or any other encumbrance on the property incurred by BSO in the seizure and forfeiture of such property. However, prior to filing a forfeiture complaint for real property seized within the CITY, BSO's legal staff shall first consult with

CITY's legal advisor for authorization to proceed with the forfeiture due to the potential for excessive costs to the CITY from mortgages, liens or other encumbrances on the real property. CITY shall provide BSO with a filing decision on the prospective forfeiture within three (3) working days after obtaining all relevant information from BSO required to adequately evaluate the equity of the seized real property, including, but not limited to, the value of the property and any liens thereon.

- i. BSO shall invoice the CITY for all actual costs incurred by BSO in the forfeiture action, and the CITY shall have thirty (30) days to pay such invoice;
 - ii. BSO may apply to the CITY to use such real property, and if approved, BSO may use such real property in accordance with such approval.
 - iii. In the event that this Agreement is terminated and such property is still in use by BSO, such property shall be turned over to the CITY.
- g. In the event that real or personal property is seized within the CITY through active participation of District personnel and the active participation of personnel from other law enforcement agencies, and such property is forfeited to multiple law enforcement agencies, the decision to use or dispose of such property shall be made by agreement of the participating agencies. If such property is sold, the CITY's share of the proceeds of such sale, less costs (defined in Section 10(h)) incurred in the seizure, forfeiture, and sale of such property, shall be based upon the ratio that the District's personnel's participation bears to the participation of all law enforcement agencies and units that participated in the seizure of the property. The CITY's share of proceeds from the sale of such property shall be deposited into the CITY's Law Enforcement Trust Fund, and may be earmarked for BSO's use, in the same manner as provided in subsection 10(d), above.
- h. Any costs incurred in the seizure, forfeiture, or sale of personal or real property seized within the CITY, through active participation of the District personnel and subsequently forfeited shall be paid by the CITY or reimbursed to BSO, in the following priority:
 1. Payment of the balance due on any lien on personal or real property preserved by the court in the forfeiture proceedings.
 2. Payment of the cost incurred in connection with the storage, maintenance, security, forfeiture proceeding (i.e. court costs, publication costs) and sale of such property.
- i. BSO shall, on a quarterly basis, supply the CITY with a written report of the above-described fines and forfeitures. The report(s) shall include a description and estimate of value of properties seized under the laws of the State of Florida, whether or not disposition thereof has been adjudicated. Moreover, the report(s) shall be amended, from time to time, by reflecting the ultimate disposition of property described in an earlier report(s), and such amendatory report(s) shall be submitted to the CITY within thirty (30) days of the ultimate adjudication with regard to the seizure of the property.

- j. CITY shall be responsible to meet all reporting requirements for all forfeiture proceeds under federal and state law, and BSO shall provide all necessary information pertaining to same to CITY in a timely manner for such purpose. BSO shall also provide technical assistance to CITY staff if requested with regard to the reporting procedure.
- k. Grant funds and miscellaneous revenues. BSO shall cooperate with the CITY and, to the extent allowable by law, act as the law enforcement agent on behalf of the CITY in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The CITY shall make these funds available to the BSO to carry out the intent of the grant program as approved by the granting agency and the CITY. Except as otherwise set forth herein, it is understood by both parties that all revenues currently received by the CITY as a result of law enforcement activities shall continue to be received by the CITY as previously mentioned herein or as may be added in the future. This shall include, but not be limited to, towing fees per the CITY's current agreement.

11. **TOWING**

It is recognized that the CITY may enter into a towing agreement with a local vendor. From time to time, BSO, through its agents or employees, investigates traffic cases and/or fatalities which require stringent custodial procedures where criminal evidence is involved. If the CITY enters into a towing agreement with a local vendor, BSO shall honor the CITY's agreement for tows occurring within the municipal boundaries of the CITY; provided however, that the vendor meets all of BSO's specifications with regards to maintaining criminal evidence in the above described cases; BSO vehicles assigned to the CITY or in need of towing within the CITY are towed by the vendor at no cost to BSO; vendor provides towing and storage services for property with evidentiary/investigative holds at no cost to BSO and the owner; and the vendor lists BSO as an additional insured on insurance policies meeting the specifications of BSO's Risk Administrator. BSO reserves the right to use another vendor to tow if the CITY's vendor fails to comply with the BSO specifications, refuses to tow BSO vehicles as described above at no cost, or fails to list BSO as an additional insured. Further, BSO also reserves the right to continue to use towing services other than those of the CITY's vendor with regards to all confiscations/forfeiture cases occurring within the CITY.

12. **INSURANCE**

BSO shall maintain liability and automobile insurance policies in the amounts set forth below:

General Liability	\$1,000,000/\$2,000,000
Automobile Liability	\$1,000,000/\$2,000,000

BSO shall maintain these insurance policies throughout the Term. BSO shall provide the CITY with copies of the insurance policies required hereunder and all renewals thereof. The costs of all these insurance policies shall be the sole obligation of BSO; however the CITY

understands and acknowledges that the cost of this coverage is allocated to the CITY through the consideration set forth in the Special Terms and Conditions of this Agreement. BSO may provide the insurance required in this Section through a self- insurance program.

The CITY shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General Liability and Fire and Casualty coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the CITY and the BSO in the event of claims related to the Facilities or damage/destruction of Facilities.

13. **DEFAULT**

- a. The occurrence of any one or more of the following shall constitute a "Default" by the party causing same (the "Defaulting Party"):
 1. Payment. Failure of the Defaulting Party to pay any amount required hereunder, whether for Consideration, taxes, utilities, insurance or any other obligations, within ten (10) days after such is due hereunder, provided the Defaulting Party is first given written notice with ten (10) calendar days to cure;
 2. Performance of Services. Failure of BSO to perform the Police Services as required herein at any time during the Term;
 3. Other Performance. Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the Police Services) or to cure any misrepresentation or breach of any representation or warranty herein within thirty (30) days after receipt by the Defaulting Party of written notice of such failure, misrepresentation or breach;
 4. Bankruptcy of Defaulting Party. Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of the Defaulting Party; or
 5. Default. Failure of the Defaulting Party to perform any covenant, condition, agreement or provision contained in any other agreement or to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.
- b. Upon the occurrence and continuance of a Default by the Defaulting Party, the party not in Default (the "Non-Defaulting Party") may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies:
 1. Terminate this Agreement pursuant to Section 14 herein;

2. Withhold performance under this Agreement until such time as such Default is cured, provided the performance level does not compromise the safety of the public;
 3. Cure such Default and recover the costs thereof, together with interest thereon at the lesser of 18% or the maximum legal rate permitted by applicable law, from the Defaulting Party;
 4. Seek injunctive relief to enjoin any act of the Defaulting Party in violation hereof;
 5. Seek specific performance of any covenant or obligation of the Defaulting Party hereunder; or
 6. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.
- c. Interest and Late Charges. Any payments due hereunder, whether for Consideration, rents, taxes, utilities, insurance or any other obligations, overdue for more than ten (10) days shall bear interest from the date due at the lesser of eighteen percent (18%) or the maximum legal rate permitted by Applicable Law. In addition, the Defaulting Party shall pay for the Non-Defaulting Party's administrative and collection expenses incurred in connection therewith, and not as interest, a late charge equal to five percent (5%) of the amount overdue. The terms of this paragraph shall also apply to BSO's payment obligations under this Agreement.

14. **TERMINATION**

- a. Either party may terminate this Agreement at its discretion either with or without cause, by giving written notice thereof to the other party; provided the other party has no less than ninety (90) days prior written notice of such termination. At the expiration of the ninety (90) day notice period as described in the preceding provision, the transition period as set forth in subsection (c) of this Section 14 shall commence.
- b. In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach, except for a material breach of any payment obligation under this Agreement in which case the other party shall have 10 days from the date of receipt of the notice to cure the payment obligation breach. If the material breach is not cured within such time periods, the non-breaching party may terminate this Agreement immediately, subject to the transition period in subsection (c) of this Section 14. Material breaches shall include but are not limited to, failure by the CITY to pay BSO pursuant to the consideration provisions set forth in the Special Terms and Conditions of this Agreement, violations of Governing Standards, local or federal laws, the BSO policies and procedures, or the terms and conditions of this Agreement.
- c. In the event of termination or expiration of this Agreement, the BSO and the CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the BSO to a CITY police department or other provider of police services and to maintain during

such period of transition the same high quality of police service as contemplated by this Agreement. In the event of such termination or expiration and in the further event that the CITY is unable to provide for the same level of police protection at the time of such termination or expiration, the then pending term of this Agreement shall be deemed automatically extended for a period of 24 months or until CITY is capable of rendering such police service, whichever occurs sooner. The consideration to be paid to the BSO during the transition period shall be based upon the actual cost of providing such services during the transition period at the level of staffing determined reasonably necessary by BSO.

- d. Equipment and Vehicles. Upon the expiration or termination of this Agreement, BSO shall return to the CITY, without cost or charge to the CITY the items of personal property listed on the attached Exhibit C or a like kind replacement, which must be of a similar quality and design as the property listed on Exhibit C, except for any personal property listed that is obsolete or no longer serves a useful purpose in providing law enforcement services to the CITY. Any disagreement between the CITY and BSO as to the value or condition of the property to be returned shall be settled by an outside appraisal company agreeable to both parties.

15. INDEMNIFICATION

15.1 The CITY and the BSO shall each be separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under this Agreement.

15.2 To the extent permitted by law, the CITY shall indemnify, defend, and hold the BSO, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in Equity, which results from or arises out of the intentional or negligent acts or omissions of the CITY, its employees, agents, or servants and the CITY shall indemnify the SHERIFF, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the SHERIFF, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of the CITY, its employees, agents, or servants. For purposes of this provision, the CITY's employees shall not be deemed agents or servants of the SHERIFF and the SHERIFF's employees shall not be deemed agents or servants of the CITY. The CITY shall at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

15.3 To the extent permitted by law, the SHERIFF shall indemnify, defend, and hold the CITY, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of the SHERIFF, its employees, agents, servants and to that extent the SHERIFF shall indemnify the CITY, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the CITY, its officials, agents, servants and employees, might suffer in connection with or as a

result of the intentional or negligent acts of the SHERIFF, its employees, agents, or servants. For purposes of this provision, the CITY's employees shall not be deemed agents or servants of the SHERIFF and the SHERIFF's employees shall not be deemed agents or servants of the CITY. The SHERIFF shall at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

16. **CONTRACTOR RELATIONSHIP**

CITY hereby retains BSO as an independent contractor to provide Police Services for the CITY, subject to the terms and conditions contained herein. As an independent contractor, BSO shall have discretion and operational oversight regarding the manner and means in which Police Services shall be provided to the CITY, unless otherwise provided herein. Notwithstanding BSO's independent contractor status hereunder, BSO and the District Employees shall have the power and authority granted by the CITY pursuant to Section 3 hereof.

17. **NO PARTNERSHIP**

The relationship between the CITY and BSO shall be solely as set forth herein. Neither party shall be deemed the employee, agent, partner or joint venturer of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other or to do any other thing on behalf of the other, except as specifically set forth herein. Neither the CITY nor BSO shall have or attempt to exercise any control or direction over the methods used by the other to perform its work, duties and obligations under this Agreement except as specifically set forth herein. The respective employees, agents and representatives of each of the CITY and BSO shall remain their own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from the other, except as specifically set forth herein. The CITY and BSO shall assume full responsibility for their own compliance with any and all Applicable Laws.

18. **REPRESENTATIONS AND WARRANTIES OF CITY**

The CITY represents, warrants and covenants to BSO as of the date hereof and throughout the Term the following:

- a. The CITY is and shall remain duly organized, validly existing and in good standing under the laws of the State of Florida, has and shall retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action on behalf of the CITY has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.
- b. This Agreement has been duly executed and delivered by the CITY and constitutes the valid and legally binding obligation of the CITY enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.

- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which CITY is a party or by which CITY is bound, (b) results in the violation by the CITY of any provision of any Applicable Law applicable to CITY or to which CITY may be subject, (c) violate or conflict with any charter or other document governing the actions of CITY, or (d) require CITY to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The CITY is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.
- d. No representation or warranty made by the CITY herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

19. **REPRESENTATIONS AND WARRANTIES OF BSO**

BSO represents, warrants and covenants as of the date hereof and throughout the term of this Agreement the following:

- a. The Sheriff is the duly elected or appointed, qualified and incumbent Sheriff of Broward County, Florida, has and shall retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;
- b. This Agreement has been duly executed and delivered by BSO and constitutes the valid and legally binding obligation of BSO enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which BSO is a party or by which BSO is bound, (b) result in the violation by BSO of any provision of any Applicable Law applicable to BSO or to which BSO may be subject, (c) violate or conflict with any charter or other document governing the actions of BSO, or (d) require BSO to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been

obtained. BSO is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

- d. BSO has complied and shall comply with all applicable laws relating to the performance of the Police Services and the employment of the District Employees.
- e. No representation or warranty made by BSO herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.
- f. The parties recognize that neither party has the right to modify the terms and conditions of this Agreement (i.e. staffing, consideration), unless such modification is mutually agreed upon through a formal written amendment or authorized in accordance with Section 2(b). Additionally, neither party shall have the right of setoff or the right to reduce its contractual obligation to the other party by amounts in dispute absent a mutual written agreement of the parties, except as otherwise provided herein.

20. **INTERPRETATION**

Except where the context otherwise requires, reference to something in the singular shall include the plural and vice versa. Unless otherwise noted, reference to a party to this Agreement includes that party, and its permitted successors and assigns. Lastly, the captions or headings in this Agreement are for convenience only, and are not meant to limit the scope or intent of the particular provisions.

21. **ACCOUNTING TERMS**

All references in this Agreement to generally accepted accounting principles shall be to such principles as in effect from time to time in the United States of America. All accounting terms used herein without definition shall be used as defined under such generally accepted accounting principles.

22. **CROSS REFERENCES**

Unless otherwise specified, references in this Agreement to any Article or Section are references to such Article or Section of this Agreement, and, unless otherwise specified, references in any Article, Section or definition to any clause are references to such clause of such Article, Section or definition. The words "hereof", "hereby", "hereto", "herein", "hereunder" and the like refer to this Agreement in its entirety.

23. **DRAFTING**

This Agreement shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation.

24. **NOTICE**

All notices and other communications under this Agreement shall be in writing and shall be deemed to have been given three (3) business days after deposit in the mail, designated as certified mail, return receipt requested, postage-prepaid, or one (1) business day after being entrusted to a reputable commercial overnight delivery service, or when sent by email or facsimile on a business day addressed to the party to which such notice is directed at its address determined in accordance with this Article with customary confirmation of receipt of such email or facsimile received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

CITY:

See Special Terms and Conditions

BSO:

Sheriff Scott J. Israel
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

Any party hereto may change the address to which notices shall be directed under this Section by giving ten (10) days written notice of such change to the other parties.

25. **NON-ASSIGNABILITY**

Neither party shall assign any of its obligations or benefits imposed hereby or contained herein, except upon the other party's prior written approval.

26. **TIME OF THE ESSENCE**

Time shall be of the essence in the payment and performance of all obligations hereunder. All references herein to this Agreement or the Term shall include the initial Term and any renewal or extension of the Term.

27. **ENTIRE AGREEMENT**

This Agreement, together with any other agreements entered into contemporaneously herewith, constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Agreement may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

28. **APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and, unless otherwise agreed to in writing by both parties hereto, venue and jurisdiction shall lie only in Broward County, Florida. Each of CITY and BSO hereby submits to such jurisdiction and venue and waives any defense of inconvenient forum in relation hereto.

29. **WAIVER OF RIGHTS**

CITY and BSO hereby irrevocably waive, to the fullest extent permitted by law, the posting of any bond, surety or other security that might be required of any party in any actions, proceeding or counterclaim, whether at law or equity, brought by either of them. Further, CITY and BSO hereby irrevocably waive, to the fullest extent permitted by law, trial by jury on any action, proceeding or counterclaim, whether at law or equity, brought by either of them.

30. **SEPARABILITY**

Each and every covenant and agreement herein shall be separate and independent from any other and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. Each and all of the rights and remedies given to the Non-Defaulting Party by this Agreement or by law or equity are cumulative, and the exercise of any such right or remedy by the Non-Defaulting Party shall not impair the Non-Defaulting Party's right to exercise any other right or remedy available to the Non-Defaulting Party under this Agreement or by law or equity.

31. **WAIVER**

No delay in exercising or omission of the right to exercise any right or power by any party hereto shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by either party to or of any act of the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any

subsequent similar act. Payment or receipt of a lesser amount than that due hereunder shall not be deemed to be other than on account of the earliest amount due hereunder. Any endorsement or statement on any check or letter accompanying any check shall not be deemed an accord and satisfaction and the receiving party may accept and negotiate such check or payment without prejudice to that party's right to recover the balance of the full amount due or pursue any other remedy available hereunder.

32. **DESCRIPTION OF SERVICES**

BSO shall provide comprehensive law enforcement services within the municipal boundaries of the CITY which includes services (a) customarily rendered by municipal police departments or BSO, and (b) required to be performed under Applicable Laws or CITY Ordinances, unless the subsequent modification or adoption of an Ordinance or Law results in additional costs to BSO in which case the CITY and BSO shall negotiate in good faith to address the increased costs.

BSO shall not utilize a third party provider for the provision of service referenced in this Agreement unless approved by the CITY in its sole and absolute discretion.

BSO law enforcement services are comprised of direct services, indirect services, special detail services and countywide services, which are defined as follows:

- a. Direct Services – are those services that are provided by the District Employees.
- b. Indirect Services – are those BSO-provided Non-District Employee services that are centralized within BSO, but provide benefits throughout Broward County (including the CITY).
- c. Special Detail Services – are those services offered by BSO pursuant to §30.2905, Florida Statutes, which authorizes BSO to administer a program that allows public and private entities to contract for the services of sheriff's deputies during off-duty hours.
- d. Countywide Services - those services that are funded by Broward County as a countywide service and provided by BSO to any and all Broward County law enforcement agencies (irrespective of whether they have an agreement with BSO) that request such service.

Each of these services is detailed further below.

DIRECT SERVICES:

The law enforcement services provided by the District Employees pursuant to this Agreement are as follows:

- a. *Uniformed law enforcement patrol*
BSO shall provide uniformed law enforcement patrol services for the CITY twenty-four (24) hours per day, seven (7) days a week.

The Patrol Zones may be modified upon mutual written agreement of the District Chief and the City Manager. In order to address the ever-changing law enforcement needs of the CITY, the District Chief or the Chief's designee shall have the discretion to modify the deployment of BSO staff within those patrol zones.

Deputy Sheriffs shall make every reasonable effort to respond to emergency calls as expeditiously as possible while maintaining safe operations, subject to BSO's response standards and protocols.

b. Other Law Enforcement Services

In addition to uniformed law enforcement patrol service described above, District Employees shall provide the following law enforcement services for the CITY:

1. BSO shall provide public education programs;
2. BSO shall provide law enforcement action (i.e. DUI checkpoints, drug enforcement initiatives) as determined by the District Chief based on trends and statistics within the CITY;
3. The District Chief or designee shall attend and participate at CITY staff meetings, City Commission meetings as requested by the City Manager or designee;
4. Upon the request of a homeowners' association, the District Chief or designee will attend the association's membership meeting;

BSO may use the CITY's Community Affairs Center as an outreach program to the local neighborhoods and community. The Community Affairs Center may be utilized by BSO as base of operations for the Traffic Enforcement Unit, Bicycle Patrol Unit, Police Explorers and Citizen Observer Patrol. Additionally, BSO may utilize the Community Affairs Center to present crime prevention programs, neighborhood crime watch meetings, community events, and children's education programs.

The Traffic Enforcement/Motorcycle Unit, if funded by the City, may use the Community Affairs Center. This may include community traffic programs such as safety seat inspections, auto theft prevention classes and seat belt compliance initiatives.

It is desirous to promote a partnership between deputies assigned to the North Lauderdale District and the CITY's Code Enforcement Officers. To accomplish this desire, regularly scheduled meetings will be held at the Community Affairs Center to discuss mutual code enforcement projects and set priorities for joint enforcement activities.

The Citizen Observer Patrol may conduct their regularly scheduled meetings in the evenings at the facility. North Lauderdale deputies may work in conjunction with the Fire Rescue Division to provide community services programs at the Community Affairs Center. These programs may include CPR

classes, the EMI program and first aid classes. BSO will encourage the Florida Department of Juvenile Justice to continue to maintain an office and provide counseling services at the Community Affairs Center. BSO juvenile counselors and victim advocates may utilize the facility on an as needed basis.

INDIRECT SERVICES:

The CITY indirectly receives the benefit of the following services associated with law enforcement by virtue of this Agreement with BSO:

- a) Administration;
- b) Budget;
- c) Central Supply;
- d) Citizen Observer Patrol;
- e) Compensation and Assessment;
- f) Employee Assistance Program;
- g) Employee Benefits;
- h) Information Technology Division;
- i) Equal Employment Opportunity Division;
- j) Evidence;
- k) Department of Community Services (Media Relations, Public Relations and Crime Stoppers);
- l) Finance;
- m) Fleet Control;
- n) Grants Management;
- o) Human Resources;
- p) Institute for Criminal Justice Studies;
- q) Office of the General Counsel;
- r) Labor Relations;
- s) Purchasing;
- t) Records;
- u) Recruitment;
- v) Selection and Assessment;
- w) Victim Services; and
- x) Any other services that meet the definition of Indirect Service as mutually agreed upon by BSO and the CITY.

The costs of indirect services are allocated to this Agreement.

SPECIAL DETAIL SERVICES

1. BSO shall provide security and traffic detail deputies to support special event activities occurring within the CITY in accordance with the BSO's Special Details Policies and Procedures. BSO shall cooperate with the CITY and follow CITY procedures in the permitting of special events. Special details for which deputies must be dedicated or assigned to an event

shall be worked out with the sponsoring agency. Special details for CITY-sponsored events shall be provided based upon the terms set forth in Exhibit A, Special Terms and Conditions.

2. BSO will provide special detail services for CITY sponsored events; however the District Chief, in his/her discretion, will determine whether the services can be provided through the on-duty staff assigned to the District or through a special detail. If in the District Chief's discretion, BSO is able to provide the required level of services with on-duty personnel within the District at the time of the event, the CITY will incur no additional costs associated with such services; however the CITY understands and acknowledges that the on-duty personnel may be called to an incident during the CITY sponsored event. For those CITY-Sponsored events in which the District Chief determines that BSO is unable to provide the required level of services with on-duty personnel within the District at the time of the event, BSO will provide the required level of services through a special detail and the CITY will be charged at BSO's special detail rates at the time of the event.

Any and all special details requested by the CITY shall be paid based upon the terms and conditions of the CITY's permit filed with BSO's Special Details Unit.

District Employees shall be offered first choice to work the special details requested by the CITY for a CITY-sponsored event, unless interested personnel from the District cannot be identified, in which case other BSO personnel may be assigned.

COUNTYWIDE SERVICES

Unless otherwise agreed or set forth herein and subject to County funding, the following services shall be provided to the CITY by BSO as Countywide Services to the extent that such services would be provided by BSO to any and all other municipalities in Broward County that request such service irrespective of whether or not the CITY has a contract with BSO for such services:

- a) Regional narcotics investigations;
- b) Career criminal investigation;
- c) Multi-agency gang task force operations;
- d) Case filing;
- e) Marine/dive team;
- f) Canine deployment;
- g) SWAT team response;
- h) Major investigations to include homicide, aggravated felonies, abuse and neglect, sex crimes, missing persons, robbery, economic crimes, traffic homicide, bomb and arson, environmental crimes, auto theft, fugitive apprehension, crime scene technicians and major crime scene technical expertise;
- i) Drug enforcement and money laundering; and
- j) Strategic intelligence functions;
- k) Law enforcement technical support services;
- l) Street crimes enforcement;
- m) Full-service crime lab;

- n) Helicopter patrol and air rescue services;
- o) Prisoner and jail services for municipal ordinance violators;
- p) E-911 (law enforcement dispatch), and subject to the terms and conditions set forth in the E-911 Regional Inter-Local Agreement entered into by the CITY and the County and the continuation of the contract between the County and BSO for dispatch services; and
- q) Any other services, excluding those indirect services listed, BSO generally provides to other law enforcement agencies throughout Broward County, whether they have a contract with BSO or not.

The CITY recognizes that the Board of County Commissioners, Broward County, Florida is the authority which establishes, allocates or otherwise provides for BSO's budget year funding. If in any budget year, funding, for any reason, is not provided sufficient to cover BSO's ability to provide the countywide services, as determined by BSO, BSO reserves the right to notify the CITY accordingly in writing. In such an event, the countywide service shall be discontinued, unless the CITY and BSO agree otherwise by a formal written amendment to this Agreement executed with the same formalities as set forth herein.

If Broward County does not fully fund the E-911 services and equipment used for dispatch, confirmations, teletype, locates and other queries conducted by BSO for CITY, then CITY shall timely pay BSO all costs associated with the personnel and equipment for such E-911 services rendered by BSO to the extent not funded by Broward County, in addition to the other fees and costs mentioned in this Agreement.

In the event Broward County does not provide funding for E-911 communications/dispatch services for the CITY, in whole or in part, BSO's obligation to provide such services to the CITY shall cease accordingly, unless the CITY agrees to fund the shortfall in BSO funding.

BSO shall provide notice to the CITY of any substantive change to the Countywide Services due to Broward County not fully funding the services or equipment as provided for under this section.

ADDITIONAL SERVICES:

Upon the request of the CITY Manager and subject to BSO's availability of resources, BSO agrees to provide such additional resources at a cost mutually agreed upon by the parties.

EXHIBIT C

P.S.D INVENTORY OF FIREARMS ASSETS

DEPT	PURCHASE YEAR	MAKE	SERIAL #	USER
20-26	1989	REMINGTON 870	W912417M	VALEZ, PSD 28
20-21	1989	REMINGTON 870	4798541M	MILKMAN, PSD 29
20-26	PRIOR 83	SMITH WESSON	FC10833	BOMENTRE, PSD-34
20-21	1989	REMINGTON 870	W880442M	AUGUSTYN, PSD 37
20-22	PRIOR 83	BARRETTA	A13525L	GENTILE, PSD 38
20-21	PRIOR 83	SMITH & WESSON	FC10833	PSD 39
20-21	1989	REMINGTON 870	W843384M	PSD 45
20-21	1989	REMINGTON 870	W912491M	PSD 47
20-21	1989	REMINGTON 870	W88429M	PSD 49
20-21	1989	REMINGTON 870	X268398M	PSD 50
20-21	1989	REMINGTON 870	A281077M	PSD 51
20-21	1999	COLT AR-15	LTA002596	PSD 51
20-21	1989	REMINGTON 870	W680685M	PSD 52
20-21	1999	COLT AR-15	L1A002538	PSD 52
20-21	1989	REMINGTON 870	A282269M	PSD 53
20-21	1989	REMINGTON 870	W807554M	PSD 54
20-21	1989	REMINGTON 870	W912336M	PSD 55
20-21	PRIOR 83	SMITH & WESSON	FC10832	PSD 56
20-21	1989	REMINGTON 870	W680817M	PSD 64
20-21	1989	REMINGTON 870	W911041M	PSD 65
20-21	1989	REMINGTON 870	W680802M	PSD 66
20-21	1989	REMINGTON 870	W680867M	PSD 67
20-21	PRIOR 83	COLT AR-15	LTA002592	PSD 68
20-21	1989	REMINGTON 870	W876882M	PSD 68
20-21	PRIOR 83	SMITH & WESSON	FC10802	PSD 69
20-22	PRIOR 83	MOSSBERG 500 ATP GUN	H961385	TACTICAL UNIT
20-22	PRIOR 83	MOSSBERG 12 GAUGE GUN	K418117	TACTICAL UNIT
20-22	PRIOR 83	SMITH & WESSON 38 CAL	8D54332	TACTICAL UNIT
20-22	PRIOR 83	SMITH & WESSON 38 CAL	8DA2558	TACTICAL UNIT
20-21	PRIOR 83	SMITH & WESSON 38 CAL 4" BLUE REVOLVER	25268	SGT'S OFFICE TREADLOCK SAFE
20-21	PRIOR 83	SMITH & WESSON 38 CAL 4" BLUE REVOLVER	93553	SGT'S OFFICE TREADLOCK SAFE
20-21	PRIOR 83	SMITH & WESSON 38 CAL 4" BLUE REVOLVER	27628	SGT'S OFFICE TREADLOCK SAFE
20-21	PRIOR 83	SMITH & WESSON 38 CAL 4" BLUE REVOLVER	96798	SGT'S OFFICE TREADLOCK SAFE
20-21	PRIOR 83	BARRETTA 12 GAUGE AUTO SHORGUS	A13346L	SGT'S OFFICE TAN CABINET
20-21	PRIOR 83	BARRETTA 12 GAUGE AUTO SHORGUS	A12056L	SGT'S OFFICE TAN CABINET
20-21	PRIOR 83	BARRETTA 12 GAUGE AUTO SHORGUS	A12067L	SGT'S OFFICE TAN CABINET
20-21	PRIOR 83	BARRETTA 12 GAUGE AUTO SHORGUS	A13527L	SGT'S OFFICE TAN CABINET
20-21	PRIOR 83	BARRETTA 12 GAUGE AUTO SHORGUS	A13528L	SGT'S OFFICE TAN CABINET
20-21	PRIOR 83	BARRETTA 12 GAUGE AUTO SHORGUS	A13348L	SGT'S OFFICE TAN CABINET
20-21	PRIOR 83	BARRETTA 12 GAUGE AUTO SHORGUS	A13347L	SGT'S OFFICE TAN CABINET
20-21	PRIOR 83	SMITH & WESSON 3000	FB947L	SGT'S OFFICE TAN CABINET
20-21	PRIOR 83	REMINGTON 870 MAGNUM SHOTGUN	W912520M	SGT'S OFFICE TAN CABINET
20-22	PRIOR 83	COLT 9MM SMG GUN	HT012410	ROGER DENIS
20-21	PRIOR 83	COLT 9MM SMG GUN	HT012433	STEVEN SINATRA
20-21	PRIOR 83	COLT 9MM SMG GUN	HT012429	MICHAEL FERRALDO
20-21	PRIOR 83	MOSSBERG SHOTGUN 590A1	P467024	RONAN BARERF7

EXHIBIT C

AMOUNT		MAKE	CALIBER	LOCATION	
600 ROUNDS	2001	WINCHESTER	40	SGTS OFFICE SAFE	
1750 ROUNDS	2001	WINCHESTER	380	SGTS OFFICE SAFE	
1500 ROUNDS	2001	NATO	9MM	SGTS OFFICE SAFE	
3360 ROUNDS	2001	WINCHESTER	45	SGTS OFFICE SAFE	
500 ROUNDS	2001	SMITH & WESSON	38	SGTS OFFICE SAFE	
950 ROUNDS	2001	WINCHESTER	9MM	SGTS OFFICE SAFE	
60 ROUNDS	2001	SHOTGUN ROUNDS	12 GAUGE	SGTS OFFICE SAFE	
35 ROUNDS	2001	RIFLE SLUGS	12 GAUGE	SGTS OFFICE SAFE	
120 ROUNDS	2001	SHOTGUN ROUNDS	12 GAUGE	TACTICAL OFFICE SAFE	
2790 ROUNDS	2001	WINCHESTER	45	TACTICAL OFFICE SAFE	
2500 ROUNDS	2001	WINCHESTER	40	TACTICAL OFFICE SAFE	
3300 ROUNDS	2001	NATO	9MM	TACTICAL OFFICE SAFE	

EXHIBIT C

P.S.D INVENTORY OF MISC ASSETS

AMOUNT	PURCHASED	USER LOCATION	DESCRIPTION	SERIAL #	A/L
1	1994	OFFICER CERONSKY	STALKER RADAR	4427	Y
1	1994	OFFICER KRATZ	STALKER RADAR	4416	Y
1	UNKNOWN	OFFICER HARRIS	CUSTOM FALCON RADAR	1393F	N
2	UNKNOWN	SHOP	LASER LABS 100 TINIT METERS		
2	UNKNOWN	SHOP	LASER LABS 2000 TINIT METERS		
2	UNKNOWN	UNASSIGNED	SPECTRA CAMERAS		
1	UNKNOWN	UNASSIGNED	PANASONIC CAM CORDER		
1	1997	VALENTI	CELL PHONE	983-9490	
1	1997	UNASSIGNED	CELL PHONE	683-2450	
1	1997	UNASSIGNED	CELL PHONE	683-9476	
3	UNKNOWN	BOOKING	LEG IRONS	000793 - 000815 - 19633	
5	UNKNOWN	UNASSIGNED	PSO AIR PACKS	21645-121648-121643-121641-121649	
4	1998	UNASSIGNED	A.E.D UNITS	11092/205/192/186/194	Y
1	UNKNOWN	PSD 51	LEG IRONS	118868	
1	UNKNOWN	PSD 52	35MM FIELD CAMERA	18106827	
1	UNKNOWN	PSD 64	BREATHING APPARATUS		
1	UNKNOWN	PSD 68	LEG IRONS	000816	
1	UNKNOWN	PSD 69	LEG IRONS	000814	
1	1998	PSD	CRIME FILE 2000	109185	Y
1	2000	MISC	DELL OPTIPLEX GX1 COMPUTER	216JJ	Y
1	1995	MISC	K-9 BAIL OUT COUNTAINER		Y
1	1999	MISC	DELL OPTIPLEX GX1 COMPUTER	216KB	Y
1	1998	MISC	CRIME VIEW SOFTWARE		Y
48	2001		BULLET PROOF VESTS		

EXHIBIT C

P.S.D. KITCHEN

[illegible]

EXHIBIT C

CONFERENCE ROOM				
AMOUNT		DESCRIPTION	SERIAL #	A/L
1	UNKNOWN	19" RCA COLOR TV	401527654	
1	UNKNOWN	ENTERTAINMENT CENTER	10846	
1	UNKNOWN	HP FAX MACHINE	JP50K1022	
1	UNKNOWN	BLACK 4 DRAWER FILE CABINETS	0415 0416 0417	
1	UNKNOWN	VCR NO MAKE	1246	
1	UNKNOWN	BLACK STAND ROLL CART		
1	UNKNOWN	BOOKCASE	11000	
1	UNKNOWN	CONFERENCE ROOM TABLE		
6	UNKNOWN	CONFERENCE CHAIRS		
4	UNKNOWN	MICROPHONES		
1	UNKNOWN	BLACK LAMP		

GYM				
AMOUNT		DESCRIPTION	SERIAL #	A/L
1	1995	PARAMOUNT BENCH AND SQUAT SYSTEM		Y
1	1995	PARAMOUNT CURLING MACHINE		
1	1995	WEIGHT LIFTING BENCH		
1	1995	PARAMOUNT 6 STATION UNIVERSAL MACHINE		Y
1	1995	TROTTER 585 TREADMILL	2100554	Y
2	1988	LIFE CYCLES		Y
1	UNKNOWN	20" MITSUBISHI TV / VCR		
2	UNKNOWN	15 LBS DUMB BELLS		
2	UNKNOWN	20 LBS DUMB BELLS		
2	UNKNOWN	25 LBS DUMB BELLS		
2	UNKNOWN	35 LBS DUMB BELLS		
2	UNKNOWN	45 LBS DUMB BELLS		
2	UNKNOWN	55 LBS DUMB BELLS		
2	UNKNOWN	30 LBS DUMB BELLS		
2	UNKNOWN	40 LBS DUMB BELLS		
2	UNKNOWN	50 LBS DUMB BELLS		
2	UNKNOWN	60 LBS DUMB BELLS		
2	UNKNOWN	70 LBS DUMB BELLS		
2	UNKNOWN	80 LBS DUMB BELLS		
2	UNKNOWN	DUMB BELL STANDS		
1	UNKNOWN	FREE WEIGHT STAND		

EXHIBIT C

HALL WAY

AMOUNT		DESCRIPTION	SERIAL #	A/L
40	1991	TAN LOCKERS		Y

RECORDS FILE ROOM

AMOUNT		DESCRIPTION	SERIAL #	A/L
1	UNKNOWN	STEP LADDER		
1	UNKNOWN	LAMP		

INTERVIEW ROOM

AMOUNT		DESCRIPTION	SERIAL #	A/L
2	UNKNOWN	CHAIRS		
1	UNKNOWN	DESK		
1	UNKNOWN	FINGERPRINT KIT		

RECEPTION AREA

AMOUNT		DESCRIPTION	SERIAL #	A/L
1	UNKNOWN	DESK		
1	UNKNOWN	CHAIR		

EXHIBIT C

CAPT CAVALLO'S OFFICE

AMOUNT	PURCHASED	DESCRIPTION	SERIAL #	A/L
		NO CITY GUN		
1	1997	CELL PHONE NOKIA	683-9474	
1	UNKNOWN	SCANNER SCANJET 6200C	SG92211119	
1	UNKNOWN	SOLO LAPTOP	7924615	N
1	1999	DELL INSPIRON 7000 LAPTOP	VTJ9N	Y
1	2000	DELL OPTIPLEX CPU, MONITOR, KEYBOARD, MOUSE	HFVWC	Y
1	1998	PRINTER HP LAZERJET 5P	USFB261983	
1	UNKNOWN	APC BACKUP SYSTEM		
1	UNKNOWN	COPY MACHINE CANNDN 3CP10		
1	UNKNOWN	SAMSUNG TC/VCR COMBO		
1	UNKNOWN	DIGITAL OLYMPUS D500L CAMERA	3009241	
1	UNKNOWN	TAN 4 DRAWER FILING CABINET		
2	UNKNOWN	BOOKCASES		
2	UNKNOWN	LAMPS		
1	UNKNOWN	BLACK 4 DRAWER FILE CABINET		
3	UNKNOWN	CHAIRS		
1	UNKNOWN	DESK		
1	1998	COMPUTER WORK STATION		
1	1993	MOTOROLA RADIO & CHARGER	466ASY1753	Y

ROLL CALL OFFICE

AMOUNT	PURCHASED	DESCRIPTION	SERIAL #	A/L
1	2001	CART, COMPUTER MOBILE		
1	UNKNOWN	APC BACKUP POWER SYSTEM		
2	UNKNOWN	DESKS		
2	UNKNOWN	CHILD CAR SEATS		
1	UNKNOWN	IBM TYPEWRITER	88115	
1	UNKNOWN	SHOPVAC WET AND DRY		
1	UNKNOWN	SCALE		
1	UNKNOWN	BIKE RACK FOR CAR		
1	UNKNOWN	5 SHELVES BLACK BOOKCASE		
1	UNKNOWN	2 DRAWER CABINET BLACK		
6	UNKNOWN	60 X 30 TABLES		
9	UNKNOWN	REGULAR CHAIRS		
1	UNKNOWN	SWIVEL CHAIR		
1	1994	35" MITSUBISHI COLOR TV	544050	Y
1	UNKNOWN	TV STAND		
1	UNKNOWN	LECTURN		
1	UNKNOWN	MITSUBISHI VCR	58019272M	
120	1998	MAILBOXES & STORAGE		Y
5	UNKNOWN	2 DRAWER CABINETS		
1	UNKNOWN	BELL & HOWELL MICROFICHE READER	1339A	
1	1998	MICROFICHE READER MICRO DESIGN 905	8121525	Y
1	UNKNOWN	HEWITT PACKARD LaserJet PRINTER HP5L	USCB515158	

EXHIBIT C

SERGEANTS'S OFFICE

AMOUNT	PURCHASED	DESCRIPTION	SERIAL #	A/L
2	UNKNOWN	GARRATTE METAL DETECTORS	94029827-94029854	
7	UNKNOWN	DESKS		
8	UNKNOWN	CHAIRS		
1	UNKNOWN	2 DOOR BLACK CABINET		
1	UNKNOWN	4 DRAWER GREY CABINET	0195	
2	UNKNOWN	4 DRAWER TAN CABINET	01679	
1	1995	TREAD LOCK GUN SAFE	11119	Y
1	1991	TAN 2 DOOR FILE CABINET	0207	
1	UNKNOWN	2 DRAWER BLACK FILE CABINET		
1	UNKNOWN	HP LASER JET PRINTER HP1100	USLE101268	
1	1999	DELL CPU OPTIPLEX GX1, MONITOR	216KK	Y
1	UNKNOWN	CALCULATOR		
1	UNKNOWN	APC POWER BACKUP		
1	UNKNOWN	COMPUTER TABLE		
3	1997	MOTOROLA CHARGERS AND PHONES	683-9488	
	UNKNOWN		683-9477	
	UNKNOWN		683-9489	
1	1997	AT&T TELEPHONE ANSWERING MACHINE	1522023280	
12	1991	TENNSCSO TAN GYM LOCKERS		Y

CAPTAIN LIDDICOTT'S OFFICE

AMOUNT	PURCHASED	DESCRIPTION	SERIAL #	A/L
		HAS NO CITY FIRE ARM		
1	1997	NOKIA CELL PHONE AND CHARGER	683-9475	
1	1999	DELL OPTIPLEX GX1 CPU MONITOR ETC	216JT	Y
1	2000	HEWLETT PACKARD PRINTER HP1100	USRP075415	
1	UNKNOWN	GREY DESK		
1	UNKNOWN	COMPUTER TABLE		
2	UNKNOWN	BLACK 2 DRAWER CABINETS		
1	UNKNOWN	4 DRAWER FILE CABINET		
3	UNKNOWN	CHAIRS		
1	UNKNOWN	BOOKSHELF		
1	1983	FORENSIC OPTICAL COMPARATOR AND STAND		Y
1	1993	MOTOROLA RADIO AND CHARGER	2465	Y
1	UNKNOWN	POLAROID IN SPECTRA CAMERA		

EXHIBIT C

CAPTAIN MANFRE'S OFFICE

AMOUNT	PURCHASED	DESCRIPTION	SERIAL #	A/L
1	1997	MOTOROLA CELLPHONE AND CHARGER	614-6864	
1	UNKNOWN	5 DRAWER DESK	109837	
1	2001	BLACK CHAIR GRANADA		
1	UNKNOWN	BLACK COMPUTER TABLE		
1	UNKNOWN	PRINTER HEWLETT PACKARD 870C5E	5G71V140TD	
1	2000	DELL CPU	216L6	Y
1	2000	DELL MONITOR	55341CH86169	
1	UNKNOWN	APC POWER BACKUP		
2	2001	4 DRAWER FILE CABINETS		
1	UNKNOWN	2 DRAWER FILE CABINET	11082	
3	UNKNOWN	CHAIRS	10961	
			10955	
			11038	
1	UNKNOWN	BOOKCASE	10996	
1	UNKNOWN	13" SAMSUNG TV / VCR	3CAF206269	
1	UNKNOWN	COMPUTER TABLE	10925	
2	1993	MOTOROLA RADIO AND CHARGER	230AJG0686	Y
1	UNKNOWN	HP DESKJET PRINTER	SG71V140TD	
1	2001	LASER FAX FAX2600		

DATA PROCESSING (JOAN) (ROSE)

AMOUNT	PURCHASED	DESCRIPTION	SERIAL #	A/L
2	1998	WORKSTATIONS		Y
3	UNKNOWN	CHAIRS		
1	UNKNOWN	BLACK 4 DRAWER FILE CABINET	10936	
1	2001	HP SCANNER SCANJET 5370CS		
1	2001	HP PRINTER DJ932C		
1	UNKNOWN	IBM TYPEWRITER WHEELWRITER 3		
1	UNKNOWN	DELL CPU, MONITOR ETC (JOAN)	9NSMC01	N
3	UNKNOWN	APC POWER PACKS		
1	UNKNOWN	CLONE BDC SERVER	N/A	N
1	2001	GRAPHING CALCULATOR TI-83 (JOAN)		
1	UNKNOWN	RAM RACK MODEM	N/A	N
1	UNKNOWN	DELL POWEREDGE MONITOR KEYBOARD	22794EIGHG98	N
1	UNKNOWN	GATEWAY MONITOR	8002009655	
1	1998	LaserJet COLOR PRINTER 5P	JPDF113512	Y
1	UNKNOWN	LAMP		
1	1998	GATEWAY 2000 CPU, MONITOR ETC (JOAN)	8291870	Y
1	UNKNOWN	HEWLETT PACKARD LaserJet PRINTER	USDB037454	
1	UNKNOWN	DELL CPU OPTIPLEX GX200, MONITOR ETC (ROSE)	6QQCB01	N
1	UNKNOWN	CISCO CATALYST 2900 SWITCH		N

EXHIBIT C

RECORDS OFFICE

AMOUNT	PURCHASED	DESCRIPTION	SERIAL #	A/L
1	1994	IKON CANNON COPIER 6080	5577M	Y
1	UNKNOWN	GREY STORAGE CABINET		
1	1997	FILE MAGIC SOFTWARE AND HARDWARE		Y
1	UNKNOWN	BLACK LAMP		
2	UNKNOWN	WORKSTATIONS		N
1	UNKNOWN	PAPER SHREDDER INTMUS 400	D9655	
1	2001	HEWLETT PACKARD 900 FAX MACHINE 920	C4647-00004	
5	2001	4 DRAWER BLACK FILE CABINETS		
1	2001	2 DRAWER BLACK FILE CABINETS		
1	UNKNOWN	HEWLETT PACKARD LaserJet 4 PRINTER	UPGL003049	
1	UNKNOWN	PANASONIC SCANNER	39773KA0185	
1	2000	DELL MONITOR, CPU ETC (JACKIE)	MX0819ET478010BSH1A	N
1	2000	DELL CPU, MONITOR ETC (MARIA)	1QQCB01 & 2QQCB01	N
1	1998	N/S DUCUMENT IMAGING UNIT MODEL 1000		Y
1	UNKNOWN	IBM TYPEWRITER SERIES 2		
1	UNKNOWN	CHAIRS		
1	2001	BLACK GRANDA CHAIR (JACKIE)		

POLICE CHIEF OFFICE

AMOUNT	PURCHASED	DESCRIPTION	SERIAL #	A/L
1	1997	CELL PHONE	683-9486	
1	UNKNOWN	HITACHI COLOR TV	W4F002737	
1	UNKNOWN	TV STAND		
1	UNKNOWN	ROUND TABLE		
4	UNKNOWN	CHAIRS		
3	UNKNOWN	BOOKCASES		
1	UNKNOWN	CREDENZAS		N
1	UNKNOWN	DESK		
2	UNKNOWN	LAMP		
1	UNKNOWN	SQUARE TABLE		
1	2000	DELL CPU, MONITOR ETC	HFWW7	N
1	UNKNOWN	APC BACKUP POWER UNIT		
1	UNKNOWN	HP LaserJet 3100 FAX	USB8059847	
1	1993	1 MOTOROLA RADIO AND CHARGER UNIT	466ACU1785	Y
1	UNKNOWN	COAT RACK		

POLICE CHIEF SECRETARY'S OFFICE

AMOUNT	PURCHASED	DESCRIPTION	SERIAL #	A/L
1	UNKNOWN	WORK STATION		
1	UNKNOWN	ARBM 1121PD CALCULATOR		
1	1998	GATEWAY CPU, MONITOR, ETC	8291869	Y
1	2000	DELL OPTIPLEX GX200 CPU MONITOR ETC	2NSMC01	N
1	UNKNOWN	APC BACKUP POWER UNIT		
1	UNKNOWN	HEWLETT PACKARD SCANNER JET 3C	US00114173	
1	UNKNOWN	LaserJet HP5P PRINTER	USD8037643	
1	UNKNOWN	IBM WHEELWRITER SERIES 3 TYPEWRITER		
1	UNKNOWN	BLACK 4 DRAW CABINET	10970	

EXHIBIT C

FRONT DESK

AMOUNT	PURCHASED	DESCRIPTION	SERIAL #	AL
1	UNKNOWN	DESK		
1	UNKNOWN	COMPUTER WORK DESK		
1	1998	PACKARD BELL CPU, SONY MONITOR (JOYCE)	N465023875	Y
3	UNKNOWN	APC POWER BACKUPS		
1	2000	DELL CPU, MONITOR ETC	HFVW2	N
1	UNKNOWN	HP DESKJET 890C PRINTER	SG8691GQ8	
1	UNKNOWN	HP FAX 700		
1	UNKNOWN	IBM TYPEWRITER		
1	UNKNOWN	OCIDATA 6E PRINTER	805A2053821	
1	1994	DICTAPHONE		Y
1	UNKNOWN	AZTEC SPEAKER		
1	1993	MOTOROLA MT500 RADIO AND CHARGER	230AML0532	Y
1	1993	MOTOROLA MT500 RADIO	POL 30	Y
1	1993	MOTOROLA MTS2000 RADIO	466AYS1472Z	Y
1	1993	MOTOROLA SPECTRA RADIO BASE STATION		Y
1	UNKNOWN	KENMORE D-HUMIDIFIER		
2	2001	CHAIRS CONFERENCE LEATHER		
2	UNKNOWN	CHAIRS		
1	UNKNOWN	2 DRAWER FILE CABINET		
4	UNKNOWN	METAL LOCKERS		
1	1997	PACKARD BELL CPU, MONITOR ETC	N155016894	N
1	1997	NEC MONITOR	N/A	
1	UNKNOWN	LAMP		
1	UNKNOWN	APC POWER PACK		
1	UNKNOWN	MAGIC CHEF BIOHAZARD FREEZER		
1	2000	KARDEX KOMPAKT HIGH DRIVE MOBILE SHELVING		Y
1	UNKNOWN	FAKE NARCOTICS KIT IN CASE		
1	UNKNOWN	A.E.D. UNIT	11092194	Y
1	1998	PHONE RECORDING SYSTEM		Y
1	1996	DIGITAL CALLER ID EQUIPMENT		Y

EXHIBIT C

TACTICAL TEAM GANG UNIT OFFICE

FERRALDO AND HARRIS

AMOUNT	PURCHASED	DESCRIPTION	SERIAL#	A/L
1	UNKNOWN	CELL PHONE	683-9482	
2	UNKNOWN	BROWN 2 DRAWER DESKS		
3	UNKNOWN	CHAIRS		
1	UNKNOWN	APC POWER PACK		
1	2000	DELL CPU, MNITOR ETC	216K8	
1	UNKNOWN	HEWLETT PACKARD LaserJet 1100 PRINTER	C2039A	
1	UNKNOWN	BLACK 2 DOOR STORAGE CUPBOARD METALSTANO		
2	UNKNOWN	2 HANES 4 DRAWER FILING CABINETS		
1	1993	MOTOROLA BATTERY GANG CHARGER	NTN1177A	Y
1	UNKNOWN	COMPUTER DESK		
1	UNKNOWN	POLAROID SPECTRUM CAMERA		
1	1996	UNITEL 225 SYSTEM REPEAT		Y
1	1996	UNITEL INTELLIGENCE SYSTEM		Y
1	UNKNOWN	LAPTOP	20	
1	UNKNOWN	RIOT SHIELD SRT		
9	UNKNOWN	RIOT HELMETS		
1	UNKNOWN	BATTERING RAM		
1	UNKNOWN	HALIGON PRY BAR		
1	1996	IMAGE INTENSIFIER NITE VISION GLASSES	9349512	Y

DETECTIVES OFFICE (GENTILE, PERDUE, ROSENTHAL, HENDRICKSON)

EXHIBIT C

AMOUNT	PURCHASED	DESCRIPTION	SERIAL#	A/L
DETECTIVES DO NOT HAVE ANY CITY GUNS				
3	2000	LAPTOPS HENDRICKSON, PERDUE, GENTILE	17-18-19	
1	2001	HP LAZERJET 1200 PRINTER (PERDUE)		
1	1998	TOSHIBA LAPTOP UNASSIGNED	4718519	Y
3	UNKNOWN	CELL PHONES, HENDRICKSON PERDUE GENTILE	683-9485, 683-9487, 683-9483	
1	UNKNOWN	MINOLA CAMERA IN PERDUE CAR		
1	UNKNOWN	CRIME SCENE KIT SMALL IN CAR PERDUE		
1	UNKNOWN	CRIME SCENE KIT LARGE IN CAR PERDUE		
1	UNKNOWN	1 MAGNETIC KIT IN GENTILE CAR		
1	UNKNOWN	PROCESSING KIT IN GENTILE CAR		
1	UNKNOWN	POLAROID MP4 LAND CAMERA		
6	UNKNOWN	TAN LOCKERS		
6	UNKNOWN	4 DRAWER FILE CABINETS		
1	UNKNOWN	13" TV	40104217	
1	UNKNOWN	SERIAL NUMBER RESTORE KIT	11310	
1	UNKNOWN	LIQUID RUBBER LIFTER KIT		
1	UNKNOWN	CASTING KIT	640C	
1	UNKNOWN	SET OF SCALES		
1	1989	FINGER PRINT KIT	11309	Y
1	UNKNOWN	REFULAR PROCESSING FINGER PRINT KIT		
2	UNKNOWN	PURIFICATION MASKS		
1	UNKNOWN	PROCESSING KIT NEON LIGHT		
1	UNKNOWN	TOOL BOX	11332	
1	UNKNOWN	STEP STOOL		
1	UNKNOWN	BLACK STORAGE CABINET		
1	UNKNOWN	HALIGAN		
3	UNKNOWN	BOXES MULTI MEDIA SPEAKERS		
1	UNKNOWN	CANON INKJET PRINTER	XCX92340/K10156	
2	UNKNOWN	COMPUTER DESKS		
1	UNKNOWN	HEWLETT PACKARD LASERJET SL PRINTER	US001159090	
1	UNKNOWN	DELL CPU, MONITOR ETC	HFVVY	
2	UNKNOWN	APC BACKUP BOXES		
1	UNKNOWN	3 SHELF BOOKCASE		
7	UNKNOWN	4 DRAWER TAN CABINETS		
6	2001	NEW DELL COMPUTER SYSTEM #E771P IN BOXES		N
2	UNKNOWN	BLACK LAMP		
1	UNKNOWN	MINOLTA 35MM CAMERA	96805588	
1	UNKNOWN	TELESCOPIC LENCE	AF70-210	
5	UNKNOWN	DESKS		
13	UNKNOWN	CHAIRS		
5	UNKNOWN	ROLLING POLAROID PROCESSING KITS		
3	1999	POLAROID 35MM CAMERAS AND TAPE RECORDERS		
1	1978	DENON UNITEL RECORDING DEVICE	9017400314	Y
1	UNKNOWN	AKG MICRO PHONE		
2	1993	MOTOROLA RADIOS	466ASY1763/466ASY1751	Y
29	UNKNOWN	PHOTOGRAPH FILES		
1	UNKNOWN	TYPEWRITER STAND		
2	UNKNOWN	IBM WHEELWRITER TYPEWRITERS		
1	1999	PROFESSION RECORDING SYSTEM		Y

COMMUNITY AFFAIRS DET SGT HANSTEIN OFFICE

EXHIBIT C

AMOUNT	PURCHASED	DESCRIPTION	SERIAL #	A/L
1	1997	CELL PHONE	683-9484	
1	2000	LAPTOP AND MODEM	#16	
1	UNKNOWN	COLT CARBINE 9MM GUN	LTA002564	
1	UNKNOWN	DESK		
3	UNKNOWN	CHAIRS		
1	UNKNOWN	WORK STATION FIXED		
1	1996	NIGHT TIME VISION SCOPE	NVS-80	Y
1	UNKNOWN	BLACK LAMP		
1	UNKNOWN	UNITER LISTENING DEVICE	3571	
1	UNKNOWN	APC BACKUP POWER		
1	UNKNOWN	35MM PROMATIC CAMERA		
1	UNKNOWN	SOLIGAR ZOOM LENSE		
1	UNKNOWN	MINOLA AUTO 132X FLASH UNIT		
1	UNKNOWN	H/P LASERJET 5L PRINTER	USCB515153	
1	1999	DELL OPTIPLEX GX1 CPU	216J8	
1	1997	MOTOROLA BRICK PHONE	UNKNOWN	
1	UNKNOWN	PANISONIC VCR CAMERA	B4WA12281	

COMMUNITY AFFAIRS CAPTAIN BARANSKI OFFICE

AMOUNT	PURCHASED	DESCRIPTION	SERIAL #	A/L
1	UNKNOWN	BLACK LAMP		
3	UNKNOWN	CHAIRS		
1	UNKNOWN	DESK		
1	UNKNOWN	FIXED WORKSTATION		
1	UNKNOWN	APC POWER BACKUP BOX		
1	UNKNOWN	HP DESKJET HP870C5E PRINTER	SG7991HOYM	
1	UNKNOWN	PACKARD BELL MOUSE KEYBOARD		
1	2000	DELL MONITOR	1377658	
1	2000	DELL LAPTOP		
1	2000	DELL INSPIRON PORT REPLICATOR 11		
1	1993	MOTOROLA RADIO & CHARGER	NO SERIAL #'S	

EXHIBIT C

COMMUNITY AFFAIRS JUVENILE JUSTICE OFFICE

AMOUNT	PURCHASED	DESCRIPTION	SERIAL #	A/L
8	UNKNOWN	CHAIRS		
2	UNKNOWN	DESKS		
1	UNKNOWN	BOOKCASE		
2	UNKNOWN	BLACK LAMPS		

COMMUNITY AFFAIRS CROSSING GUARD WORK AREA

AMOUNT	PURCHASED	DESCRIPTION	SERIAL #	A/L
1	UNKNOWN	FIXED WORK AREA		
1	1993	MOTOROLA GANG CHARGER	11368	
1	UNKNOWN	COMP USA PC MONITOR	PR17MON0015240	
1	UNKNOWN	OKIDATA PRINTER	SG78S1G0P8	
1	1995	PACKARD BELL CPU MONITOR ETC	N465023950	
1	UNKNOWN	ERICKSON H8360 CELLPHONE		
3	UNKNOWN	CHAIRS		
1	1993	MOTOROLA GANG CHARGER MT500		
8	1993	MOTOROLA MT500 RADIOS	230AML0526	
		3 WITHOUT SERIAL NUMBERS	230AML0530	
			230AKW3037	
			230AKW3038	
			230AML0525	
1	UNKNOWN	MOTOROLA FLIP PHONE	683-9479	
1	UNKNOWN	CANNON PHOTO COPIER		
1	UNKNOWN	FELLOW PAPER SHREDDER		

EXHIBIT C

COMMUNITY AFFAIRS CPL VELEZ OFFICE

AMOUNT	PURCHASED	DESCRIPTION	SERIAL #	A/L
1	1997	CELL PHONE	683-2450	
1	UNKNOWN	HOLLYWOOD BIKE RACK ON CAR 28		
1	1995	CANNON DALE POLICE BICYCLE		
1	UNKNOWN	4 DRAWER BLACK FILE CABINET	10983	
1	UNKNOWN	BLACK BOOKCASE	10999	
1	UNKNOWN	WORKSTATION		
1	UNKNOWN	KEYTRONIC KEYBOARD AND MOUSE		
1	1998	GATEWAY CPU & MONITOR	8291871	
1	UNKNOWN	APC POWER BOX		
1	1999	H/P LASERJET PRINTER 2000CSE	11398	
1	UNKNOWN	FINGERPRINT KIT		
1	UNKNOWN	POLAROID CAMERA SPECTRA		
1	UNKNOWN	MINOLTA 35MM FREEDOM CAMERA		
1	UNKNOWN	CHAIR		

EXHIBIT C

COMMUNITY AFFAIRS FRONT DESK

AMOUNT		DESCRIPTION	SERIAL #	A/L
4	UNKNOWN	FIXED WORKSTATION		
6	UNKNOWN	CHAIRS		
1	1995	PACKARD BELL CPU MONITOR ETC	11387	
1	1998	LIFEPACK DEFIBULATOR 500	NLPD #5	
1	UNKNOWN	IBM WHEELWRITER TYPEWRITER		
1	UNKNOWN	BOSTON PAPER CUTTER	2612	
1	UNKNOWN	IBM TYPEWRITER 11		
1	UNKNOWN	IBICO LAMINATOR EL12		
1	UNKNOWN	IBICO E-KOMBO PAPER BINDER		
1	UNKNOWN	ACCO DISK STORAGE BOX		
1	UNKNOWN	H/P PRINTER 2010	JPFD113512	
1	1999	DELL CPU MONITOR ETC	36SBB01/1377651	
1	UNKNOWN	LANIER TRANSCRIPTION MACHINE		
1	UNKNOWN	CASIO CALCULATOR	PR121	
2	UNKNOWN	HARMON/KARDON SPEAKERS		
1	UNKNOWN	BROTHER 1950MC FAX MACHINE		
1	UNKNOWN	BOSTON ELECTRIC STAPLER		
1	UNKNOWN	BLACK CABINET		

COMMUNITY AFFAIRS SPARE OFFICE

AMOUNT		DESCRIPTION	SERIAL #	A/L
1	1995	PACKARD BELL CPU MONITOR ETC	11426	
1	1993	RADIO MOTOROLA	466ASY1782	
2	1997	NOKIA CELL PHONES	INACTIVE	
1	1997	NOKIA CELL PHONES	683-2449	
1	UNKNOWN	FENDER PA SYSTEM		
1	UNKNOWN	3M OVERHEAD PROJECTION		
1	UNKNOWN	COAT RACK		
2	UNKNOWN	UNIDEN BEARCAT SCANNER	75036308	
1	UNKNOWN	CHAIR	75009198	
1	UNKNOWN	COMPUTER DESK		
1	UNKNOWN	BLACK LAMP		

EXHIBIT C

PSD INVENTORY OF VEHICLES

P.S.I.D. UNIT	ASSIGNED TO (T) = TAKEHOME	VEH #	CARD #	FUEL TYPE	MILEAGE	YEAR	MAKE	MODEL	VEHICLE ID	TAG #	LAPTOP	LAPTOP COST	CAR COST
PSD-6	CAVALLO (T)	2000	2006	U	62,140	1995	FORD	CROWN VICTORIA	2FALP71W5SX179831	TAA461	NONE		16,496.34
PSD-14	C.O.P.S.-VOLUNTEERS	2600	2614	U	91,528	1991	FORD	CROWN VICTORIA	2FACP72F7MX176902	99578	NONE		12,662.00
PSD-17	DECOY	2100	2117	U	84,159	1991	FORD	CROWN VICTORIA	2FACP72F9MX176898	99574	NONE		12,662.00
PSD-19	DECOY	2100	2119	U	108,832	1991	FORD	CROWN VICTORIA	2FACP72F5MX176901	99575	NONE		12,662.00
PSD-21	DECOY	2200	2221	U	116,819	1994	FORD	CROWN VICTORIA	2FALP71W4RX145387	104432	NONE		12,549.00
PSD-22	DETECTIVE BUREAU	2200	2222	U	102,895	1994	FORD	CROWN VICTORIA	2FALP71W8RX145389	104433	NONE		12,549.00
PSD-23	SERVICES	2300	2323	U	89,850	1994	FORD	CROWN VICTORIA	2FALP71W8RX145392	104436	NONE		12,549.00
PSD-24	DECOY	2100	2124	U	78,902	1994	FORD	CROWN VICTORIA	2FALP71W6RX145388	104437	NONE		12,549.00
PSD-25	C.S.A.	2100	2125	U	87,488	1994	FORD	CROWN VICTORIA	2FALP71W4RX145390	104434	NONE		12,549.00
PSD-26	COMM. POL.	2600	2628	U	95,094	1994	FORD	CROWN VICTORIA	2FALP71W6RX145391	104435	NONE		12,549.00
PSD-27	DECOY	2100	2127	U	100,102	1995	FORD	CROWN VICTORIA	2FALP71WXSX179825	120667	NONE		18,070.91
PSD-28	COM AFF. VELEZ (T)	2600	2628	U	71,560	1895	FORD	CROWN VICTORIA	2FALP71W8SX179824	120669	NONE		18,070.91
PSD-29	PATROL-MILKMAN	2100	2129	U	52,048	1997	FORD	CROWN VICTORIA	2FALP71W7VX127251	104679	NONE		19,707.85
PSD-30	TACTICAL UNIT D.B.	2100	2130	U	63,010	1995	FORD	CROWN VICTORIA	2FALP71W6SX179823	104680	NONE		18,070.92
PSD-31	TACTICAL PATROL	2200	2131	U	93,502	1995	FORD	CROWN VICTORIA	2FALP71W5SX179828	82047	NONE		18,073.92
PSD-32	C.O.P.S.-VOLUNTEERS	2300	2332	U	74,227	1995	FORD	CROWN VICTORIA	2FALP71WJSX179827	104681	NONE		18,073.92
PSD-34	COMM. POL. BOMENTRE	2100	2134	U	62,478	1996	FORD	CROWN VICTORIA	2FALP71W1TX159447	125561	NONE		20,808.78
PSD-35	PTL SRO-DAVIS (T)	2100	2135	U	65,024	1996	FORD	CROWN VICTORIA	2FALP71W3TX159448	125562	NONE		20,808.78
PSD-36	DETECTIVE BUREAU	2200	2136	U	63,083	1998	FORD	CROWN VICTORIA	2FALP71W5TX159449	125563	NONE		20,808.78
PSD-37	SRO-SCHUBERT	2100	2137	U	55,685	1996	FORD	CROWN VICTORIA	2FALP71W1TX159450	125564	NONE		20,808.78
PSD-38	D.B.-GENTILE (T)	2200	2138	U	87,762	1996	FORD	CROWN VICTORIA	2FALP71W3TX159451	125565	NONE		20,808.78
PSD-39	DARE HOOGLINSON	2100	2139	U	65,533	1897	FORD	CROWN VICTORIA	2FALP71W2VX127187	127583	NONE		21,242.95
PSD-40	P.S.O. DEMS (T)	2100	2140	U	57,342	1997	FORD	CROWN VICTORIA	2FALP71W4VX127188	127582	NONE		21,242.95
PSD-41	TACTICAL PATROL	2100	2141	U	59,508	1997	FORD	CROWN VICTORIA	2FALP71W6VX127189	127581	NONE		21,242.95
PSD-42	TACTICAL D.B.	2200	2242	U	77,934	1997	FORD	CROWN VICTORIA	2FALP71W2VX127190	127580	NONE		21,242.95
PSD-43	D.B. ROSENTHAL (T)	2100	2143	U	63,602	1997	FORD	CROWN VICTORIA	2FALP71W4VX127191	127579	NONE		21,243.07
PSD-44	DETECTIVE BUREAU	2200	2244	U	71,810	1997	FORD	CROWN VICTORIA	2FALP71W6VX127192	127578	NONE		21,384.03
PSD-45	PATROL	2100	2145	U	35,579	1999	FORD	CROWN VICTORIA	2FAFP71W6XX182046	135955	18083	4,000.00	20,584.00
PSD-46	CAPT. MANFRE (T)	2100	2146	U	46,386	1998	FORD	CROWN VICTORIA	2FAFP71W3WX117220	131024	NONE		21,369.85
PSD-47	PATROL	2100	2147	U	41,961	1998	FORD	CROWN VICTORIA	2FAFP71W5WX117221	131026	18054	4,000.00	21,369.85
PSD-48	D.B.-HANSTEIN (T)	2100	2148	U	63,427	1998	FORD	CROWN VICTORIA	2FAFP71W7WX117222	131023	NONE		21,369.85
PSD-49	PATROL	2100	2149	U	48,378	1998	FORD	CROWN VICTORIA	2FAFP71W9WX117223	131025	NONE		21,369.85
PSD-50	PATROL	2100	2150	U	48,872	1998	FORD	CROWN VICTORIA	2FAFP71W0WX117224	131021	17846	4,000.00	21,369.85
PSD-51	PATROL	2100	2151	U	28,822	1999	FORD	CROWN VICTORIA	2FAFP71W8XX182047	135992	18049	4,000.00	20,584.00
PSD-52	PATROL	2100	2152	U	38,097	1999	FORD	CROWN VICTORIA	2FAFP71WXXX182048	135953	18033	4,000.00	20,584.00
PSD-53	PATROL	2100	2153	U	29,762	1999	FORD	CROWN VICTORIA	2FAFP71WXX132049	135991	17439	4,000.00	20,584.00
PSD-54	PATROL	2100	2154	U	30,773	1999	FORD	CROWN VICTORIA	2FAFP71W8XX182050	135951	18022	4,000.00	20,584.00
PSD-55	PATROL	2100	2155	U	31,559	1999	FORD	CROWN VICTORIA	2FAFP71WXXX182051	135854	18411	4,000.00	20,584.00
PSD-56	PATROL	2100	2156	U	32,068	1999	FORD	CROWN VICTORIA	2FAFP71W1XX182052	135852	18407	4,000.00	20,584.00
PSD-60	TRAINING	2200	2260	U	68,000	1996	OLDS	CIERA	1G3AJ55M5T6363633	UBR47J	NONE		13,098.50
PSD-61	LIDCOTT (T)	2100	2161	U	79,102	1996	OLDS	CIERA	1G3AJ55M1T6366030	UBR45J	NONE		13,098.50
PSD-62	BARANSKI (T)	2600	2662	U	39,184	1996	OLDS	CIERA	1G3AJ55M1T6364696	UBR44J	NONE		13,098.50
PSD-63	D.B.-PERDUE (T)	2200	2363	U	66,695	1996	OLDS	CIERA	1G3AJ55M9T6363604	UBR46J	NONE		13,098.50
PSD-64	PATROL	2100	2164	U	9,561	2000	FORD	CROWN VICTORIA	2FAFP71W6YX192525	204289	18051	4,000.00	20,825.00
PSD-65	PATROL	2100	2165	U	10,314	2000	FORD	CROWN VICTORIA	2FAFP71W8YX192528	204288	18071	4,000.00	20,825.00
PSD-66	PATROL	2100	2166	U	12,466	2000	FORD	CROWN VICTORIA	2FAFP71W2YX192527	204286	18408	4,000.00	20,825.00
PSD-67	PATROL	2100	2167	U	12,754	2000	FORD	CROWN VICTORIA	2FAFP71W0YX192528	204287	18418	4,000.00	20,825.00
PSD-68	PATROL	2100	2168	U	7,264	2000	FORD	CROWN VICTORIA	2FAFP71W4YX192529	204285	17085	4,000.00	20,825.00
PSD-69	PATROL	2100	2169	U	7,660	2000	FORD	CROWN VICTORIA	2FAFP71W0YX204320	204311	17406	4,000.00	20,825.00
PR-33	COMM POLICING	7200	7233	U	51,214	1991	FORD	WAGON	1FBJS31HOMHA72722	89975	NONE		
						2000	KUSTOM	SMART RADAR TRAIL	1K9BS0818YK118233	CY204676			14,465.00
PSD-70				new		2001	FORD	CROWN VICTORIA	2FAFP71W11X187663				21,012.00
PSD-71				new		2001	FORD	CROWN VICTORIA	2FAFP71W31X187667				21,012.00
PSD-72				new		2001	FORD	CROWN VICTORIA	2FAFP71W71X187666				21,012.00
PSD-73				new		2001	FORD	CROWN VICTORIA	2FAFP71W31X187664				21,012.00
PSD-74				new		2001	FORD	CROWN VICTORIA	2FAFP71WY1X187663				21,012.00
PSD-75													