

AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT FOR POLICE SERVICES, dated the 18TH day of June, 2021, is made by and between the Town of Lauderdale By The Sea, (hereinafter referred to as the "TOWN"), and the Broward Sheriff's Office (hereinafter referred to as "BSO or "SHERIFF")

WITNESSETH:

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

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

WHEREAS, the TOWN 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 TOWN a high level of professional police service, and the TOWN 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:

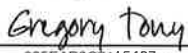
1. The above recitals are true and correct and incorporated herein by reference.
2. This Agreement is comprised of this document, the Special Terms and Conditions set forth in Exhibit A, which is attached and incorporated herein and the General Terms and Conditions that are set forth in Exhibit B, which 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 TOWN OF
LAUDERDALE BY THE SEA 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: DocuSigned by:

995EAB8C8115487...
GREGORY TONY, SHERIFF

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

By: DocuSigned by:

84C9E594DDEB4B3...
TERRENCE O. LYNCH, GENERAL COUNSEL

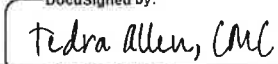
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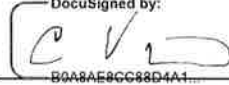

**AGREEMENT FOR POLICE SERVICES BETWEEN THE TOWN OF
LAUDERDALE BY THE SEA AND THE BROWARD SHERIFF'S OFFICE**

TOWN:

TOWN OF LAUDERDALE BY THE SEA

ATTEST:

DocuSigned by:

F75935A3F4D42E
TEDRA ALLEN
TOWN CLERK

DocuSigned by:

B0A8AE8CC88D4A1
By: **CHRIS VINCENT**
MAYOR

Dated: 6/10/2021


(SEAL)

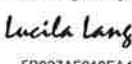
DocuSigned by:

977245ABA9524FF
By: **LINDA CONNORS**
INTERIM TOWN MANAGER

Dated: 6/9/2021

APPROVED AS TO FORM:

DocuSigned by:

7651C1375CC5435
SUSAN L. TREVARTHEN
TOWN ATTORNEY

DocuSigned by:

5B927AF810FA42A
By: **LUCILA LANG**
FINANCE DIRECTOR

Dated: 6/10/2021

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

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

TOWN:	Town of Lauderdale By The Sea
EFFECTIVE DATE:	October 1, 2021
FIRST YEAR:	October 1, 2021 – September 30, 2022
TERM:	October 1, 2021 – September 30, 2026
RENEWAL OPTION:	Renewable for one (1) five (5) year term upon the Town and BSO agreeing to such renewal and the terms and conditions thereto.
TOWN BOUNDARIES	Per Section 2.2 of the Town of Lauderdale By The Sea Charter
STAFFING STRUCTURE:	<div>1 District Police Chief/Captain</div> <div>1 Executive Officer / Lieutenant</div> <div>4 Deputy Sheriff Sergeants</div> <div>19 Deputy Sheriffs (including one Traffic Deputy)</div> <div>1 Community Service Aide</div> <div>1 Receptionists (part-time)</div> <div>1 Administrative Specialist</div> <div>—</div> <div>28 TOTAL PERSONNEL</div> <div>27 Full Time</div> <div>1 Part Time</div>
MINIMUM STAFFING:	Utilizing the staffing structure as set forth above, the District Chief shall provide the Town with a minimum of three (3) sworn personnel, consisting of two (2) uniformed deputies and one (1) supervisor, on duty at all times.

	BSO will assign a minimum of one (1) Patrol Deputy Sheriff to cover each Patrol Zone per shift; however the District Chief shall have the right to temporarily re-deploy such Deputies as needed to meet the law enforcement needs of the District during any shift.
SHIFT SCHEDULE	District patrol deputies are currently are assigned a modified twelve hour shift. Some deputies with specialized assignments are assigned ten hour shifts. The length of shifts may be altered upon mutual agreement of the Sheriff and Town Manager.
CONSIDERATION: FY 2021/2022 Consideration	FY 2021/2022 Total (\$ 5,378,907)
POLICE SERVICES CENTER ADDRESS:	4513 Ocean Drive Lauderdale By The Sea, FL 33308
SPECIAL DETAILS – TOWN SPONSORED EVENTS	Special Details for the Town sponsored July 4 th Parade and the Christmas By The Sea event will be provided at no additional cost to TOWN. Special Details for the 4 th of July Fireworks Show will be provided pursuant to the terms and conditions in Section 32.3 of Exhibit B to this Agreement.
CODE ENFORCEMENT:	NO
FUEL SITE:	NO
NOTICE CITY ADDRESS:	Town Manager 4501 Ocean Drive Lauderdale By The Sea, FL 33308
SPECIFIC TERMS:	<p>The TOWN will receive full service criminal and crime scene investigations. Additionally, the TOWN will receive the benefit of the following initiatives: Citizens Observer Patrol; Citizens Academy; Senior Citizen's Academy; Night Eyes Cards / Watch Cards for residences, businesses and vehicles.</p> <p>It is recognized by both parties that the TOWN, because of its coastal location, is subject to flooding and adverse conditions. BSO agrees to provide adequate vehicles in times of emergency to adequately address the law</p>

	<p>enforcement needs of the TOWN.</p> <p>BSO will ensure that the patrol force cooperates fully with the TOWN's Code Enforcement Department and parking Enforcement personnel, working mutually to address the TOWN's Ordinances.</p> <p>The District Chief and, at the request of the Town Manager, one (1) uniformed Deputy Sheriff shall be available to attend each regular and special Town Commission meeting at no additional cost to the TOWN. This uniformed Deputy Sheriff shall come from the staffing structure provided above.</p> <p>BSO will provide patrol and law enforcement services upon the public beach as necessary, utilizing the appropriate land, sea, or air vehicles as needed.</p> <p>BSO, as part of this Agreement, will provide law enforcement patrol of the waterways, including the ocean areas, within the TOWN, and enforce applicable laws and ordinances, as well as promote boater safety, on such waterways.</p>
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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 TOWN 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. "TOWN" shall mean the municipal entity that has contracted with BSO for Police Services pursuant to this Agreement and is identified in the Special Terms and Conditions (Exhibit "A").
- e. "Town Boundaries" shall mean the area within the municipal boundaries of the TOWN, as identified in the Special Terms and Conditions of this Agreement (Exhibit "A").
- f. "Town Manager" shall mean the duly appointed and validly existing Town Manager of the TOWN. In the absence of the Town Manager, the Assistant Town Manager or person acting in the capacity of Town Manager shall have the same authority as that of the Town Manager.
- g. "Consideration" shall mean the monthly payment and other amounts payable by the TOWN hereunder in consideration of the Services performed by BSO, as set forth herein.
- h. "District" shall mean (a) the TOWN Boundaries, or (b) the Annexed TOWN Boundaries on the date the TOWN'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 TOWN and BSO.
- i. "District Chief" shall mean the individual responsible for supervising all law enforcement employees and law enforcement activities within the TOWN. The District Chief shall be the rank of Captain. The District Chief shall serve as the liaison between TOWN 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.

- 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 (Exhibit "A").
- 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 TOWN 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 (Exhibit "A").
- 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 Town Manager, in which Patrol Deputy Sheriffs are assigned.
- o. "Police Services Center" shall mean the premises owned by the TOWN in which the BSO command staff assigned to the TOWN maintains their offices. The address of the Police Services Center is set forth in the Special Terms and Conditions of this Agreement (Exhibit "A").
- 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 (Exhibit "A").
- 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 (Exhibit "A") 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 TOWN and BSO with the same formalities as set forth herein.

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

- b. **Deletions and Additions.** The TOWN 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 TOWN 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 Town 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 TOWN.

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 TOWN pursuant to the terms and conditions of this Agreement. The District Chief shall keep the Town Manager informed of the deployment of such personnel through weekly staff meetings and as requested by the Town Manager. During such meetings, the Town 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 TOWN shall only be utilized for appropriate police services within the TOWN, 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 TOWN a minimum number of deputy sheriffs to patrol the TOWN per day/shift. The minimum number of deputies shall be set forth in the Special Terms and Conditions of this Agreement (Exhibit "A").

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 TOWN with highly skilled law enforcement personnel to provide police services to the TOWN.

g. **Employment Responsibilities.** All District Employees shall be and remain BSO employees, and such employees shall not be considered employees of the TOWN for purposes of pension benefits, insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, the TOWN shall not be called upon to assume any liability or 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 TOWN and BSO understand and acknowledge

that all costs, including the employment related costs, are included in the consideration payable by the TOWN to BSO in accordance with this Agreement.

h. Staffing Review and Modifications. As part of the TOWN's annual budgetary process, BSO shall evaluate the Staffing requirements for the TOWN to determine if the current staffing level and composition adequately meets the TOWN's goals and objectives. If BSO believes the staffing requirements need to be adjusted, BSO shall provide staffing recommendations to the Town Manager for review. If both parties agree to the recommended staffing changes, this Agreement shall be modified through an amendment executed by both the TOWN 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 Town Manager, the District Chief and Town Manager shall meet and discuss the need for such adjustment. If the Town Manager and District Chief agree upon the need for the staffing adjustment, a formal amendment shall be prepared and presented to the Sheriff and Town Commission for approval and signature.

In the event the TOWN 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 TOWN 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 Town 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 – TOWN Right. Except for the District Chief, which is covered in Section 9 of these General Terms and Conditions, the TOWN Manager shall have the right to request the transfer of BSO personnel out of the TOWN, 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 TOWN 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 TOWN 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 TOWN shall be replaced within thirty (30) days of the transfer.

m. **Staffing Continuity.** The TOWN and BSO recognize the importance of combining the efforts and resources of BSO and the TOWN 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 TOWN. 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 TOWN and its geographic areas, its industrial, business, and residential composition, its Town 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, Town's Code of Ordinances and residential composition and its crime trends. Upon enactment, the TOWN shall forward to the District Chief a copy of new ordinances for training and enforcement purposes.

3. **ASSIGNMENT OF POLICE POWERS**

The TOWN does hereby vest in each sworn Deputy Sheriff of BSO the police powers of the TOWN 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 TOWN 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 TOWN, 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 Town Manager, the District Chief shall meet with the Town Manager to discuss law enforcement activities within the TOWN occurring during the previous three (3) month period. At such meeting, the District Chief shall present the Town 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 Town Manager may reasonably request documentation necessary to substantiate any of the costs included on such Report; and
- m. Any additional information requested by the Town Manager.

Based upon the information presented by the District Chief to the Town Manager, the District Chief, in concert with BSO command, and the Town Manager shall review the law enforcement goals and objectives of the TOWN, 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 Town Manager that include the following information:

- Monthly Crime Report (FDLE/NIBRS/FIBRS 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 Town Manager shall have the right to make reasonable modifications to the reporting format(s), reporting content, and reporting period(s).

BSO shall provide to TOWN 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 TOWN by the District Chief shall be mutually agreed upon by BSO and the Town Manager.

BSO shall provide the TOWN 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 (Exhibit "A"), payable on the 1st of each month.

- b. The consideration payable by the TOWN 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 TOWN under the Regional Interlocal Agreement with Broward County, dated on or about September 25, 2013, shall not be subject to the annual cap.
 2. BSO's budgeted costs for workers compensation premiums, Other Post-Employment Benefits 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 for District Employees, 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 increase of more than 9% over the budgeted costs in the preceding year. The projected costs of these items shall be supported with third party documentation. Changes in pension plan such as from single to family coverage are not included in the cap.
- c. BSO shall submit a proposed budget to the TOWN on or before the preceding May 15th. The budget shall have a summary of major classifications (Personnel Services, Operating Expenses, Capital Outlay, etc.). At the request of the Town 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.).
- d. For purposes of calculating the budget for Personnel Services, the District Employees assigned to the District when the snapshot is taken in the payroll period in February of each year shall be the employees used to calculate the budget for the upcoming fiscal year, which is due to the TOWN 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 in 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 Employee positions within the same job classification for the payroll period in February.
- e. The TOWN 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.

- f. If BSO and the TOWN are able to reach an agreement regarding the consideration, the TOWN shall pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month.
- g. The TOWN and BSO understand and acknowledge that staffing vacancies will occur throughout the term of this Agreement; however it is the intent of both the TOWN and BSO to work cooperatively towards reducing vacancies and thus increasing the number of deputies working within the District.
- h. BSO shall provide the TOWN with full staffing. The TOWN shall be entitled to a credit for any vacancies that occur during the fiscal year. The TOWN'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 TOWN's credit shall be calculated using the average budgeted cost of BSO Employees within the same job classification for that fiscal year. BSO shall submit a monthly report detailing vacancy days. This report shall be delivered to the Town 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 TOWN's November payment.

- i. BSO shall have the right to temporarily fill any vacancy within the TOWN, 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 TOWN and its geographic areas, its industrial, business and residential composition and its crime trends. The TOWN 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 TOWN 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, amends an agreement or renews an agreement with a municipality or Broward County for police services (an "Eligible Agreement"), BSO shall post the Eligible Agreement on BSO's website within 10 business days of execution thereof. If the TOWN reasonably determines that the Eligible Agreement overall includes material consideration terms that are more beneficial than the terms set forth herein (except for terms relating to grant funding designated for a particular municipality or Broward County, which are excluded from this Section), then the TOWN shall be entitled to the incremental dollar value of the more beneficial term(s), which shall be calculated in the same manner and methodology as used to calculate the estimated actual costs for the TOWN

and all other municipalities, retroactive to the effective date of the Eligible Agreement. Thereafter, the parties shall proceed under this Agreement in accordance with the more beneficial terms. The Parties acknowledge that the SHERIFF may implement different operational programs and units in different customer jurisdictions based on the operational requirements of such jurisdictions.

- I. In addition to the consideration being paid by the TOWN to BSO under this Agreement, and pursuant to the Regional Interlocal Agreement Between Broward County and the TOWN Providing for Cooperative Participation in a Regional Public Safety Intranet, the TOWN 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 TOWN in three (3) to six (6) inch lettering in accordance with the BSO standard vehicle markings.

8. **FACILITIES**

The TOWN shall provide BSO with a Police Services Center.

The Police Services Center and any other facilities owned by the TOWN 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 TOWN 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 be responsible for daily custodial services and 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 TOWN'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 TOWN. TOWN agrees to keep the Facilities in good structural repair. TOWN 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. TOWN further agrees to maintain in good repair the parking area and all common areas. TOWN shall also make any repairs necessitated by water seepage or by other causes not under BSO's control. TOWN 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.

TOWN shall pay for all utility costs including, but not limited to, voice and data hardware, software, and connectivity, electric, sewer and water for the Police Services Center, however, BSO shall take reasonable measures to limit such costs.

BSO's personnel shall not conduct personal business at the Facilities. BSO's personnel shall only park personal vehicles in designated parking areas. The Facilities shall only be utilized for appropriate police services within the Town, unless otherwise mutually agreed upon by BSO and the Town Manager. BSO shall not use the Facilities to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement. The TOWN and BSO shall not permit the Facilities or any vehicles provided by the TOWN to be utilized for political or campaign purposes by candidates running for public or private office or ballot initiatives.

TOWN 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 TOWN, maintain at least the rank of Captain, and shall provide direct supervision of activities at the TOWN'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 TOWN. BSO's District Chief shall also function as a member of the TOWN's staff with regard to law enforcement issues and report to the Town Manager in that capacity. The District Chief shall be responsible for all law enforcement related emergency management duties on behalf of the TOWN, and his or her responsibilities, except for his or her responsibilities to BSO, shall be limited to the TOWN, as described herein. The TOWN 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 TOWN's District Chief.

The TOWN 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 Town 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 TOWN. BSO shall provide the TOWN 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 TOWN's receipt of such notice, representatives from both BSO and the TOWN shall meet to discuss the candidates' qualifications. In the event none of the candidates are acceptable to the Town Manager, BSO shall submit the names of three (3) additional candidates for consideration. This process shall continue until such time as the TOWN Manager has selected an individual to serve as the District Chief. The TOWN 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 TOWN becomes dissatisfied with the performance of the District Chief, the TOWN shall provide notification to BSO. Thereafter, representatives of BSO and the TOWN shall meet to discuss possible remedies of the problems experienced by the TOWN. BSO agrees to act in good faith in resolving any problems experienced by the TOWN. The Town Manager may remove the District Chief at any time, without cause. If the Town 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 TOWN 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 TOWN;
- 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.

Additionally, BSO may remove the District Chief if, prior to the removal of the District Chief, the Sheriff meets with the Town Manager and notifies the TOWN Manager that the SHERIFF has lost confidence in the District Chief.

The removal of the District Chief from the TOWN for any reason not specified above shall require the prior approval of the Town 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 TOWN 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 TOWN receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with law enforcement activities.
- b. The TOWN and BSO do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair the TOWN's right to the disposition of fines and forfeitures to which the TOWN 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 TOWN would otherwise be entitled, except as limited herein.

- c. The TOWN and BSO agree that BSO shall be responsible for determining whether asset forfeiture proceedings for property seized within the TOWN through active participation of District personnel shall be initiated, except as otherwise indicated herein. Any state law forfeiture actions filed under Chapter 932, Florida Statutes, for property seized within the TOWN 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 TOWN and BSO.
- d. Asset forfeitures seized utilizing Federal law will be managed pursuant to Federal Regulations. Awarded Federal forfeiture funds shall be equitably distributed by the applicable Task Force Memorandum of Understanding, less any costs as described herein, and any funds allocated for the TOWN's share shall be deposited into the BSO's Federal Law Enforcement Trust Fund (hereinafter referred to as the "Federal Funds"). Such Federal Funds will be earmarked for BSO's use within the TOWN as provided under federal law.
- e. BSO agrees that any currency seized within the TOWN, through active participation of the District's personnel, pursuant to Chapter 932 of the Florida Statutes, and subsequently forfeited solely to BSO, shall be deposited into the TOWN's Law Enforcement Trust Fund established by the TOWN, less any costs as described in paragraph 10(h) herein (hereinafter referred to as the "State Funds"). The State Funds shall be and shall always remain in the ownership of the TOWN 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 TOWN, upon approval of the TOWN as follows:
 - 1. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the Town Manager, BSO may apply to the TOWN for the use of the State Funds, within the boundaries of the TOWN, if such application is in compliance with Florida Statutes.
 - 2. The District Chief shall first submit the request to the BSO's legal counsel for a determination as to whether the request complies with applicable law. If the BSO'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 Town Manager.
 - 3. If the request and accompanied written certification are acceptable to the Town Manager, the Town Manager may place the request and written certification on the agenda for the Town Commission's consideration.
 - 4. Upon appropriation, such funds shall be made available to BSO for its designated use within the confines of the TOWN. The TOWN shall transfer ownership of any personal property purchased with the State Funds to BSO for exclusive use within the District.
- f. The parties agree that the decision to dispose of or use personal property, other than currency, seized within the TOWN through active participation of the District personnel and

subsequently forfeited solely to the TOWN under Chapter 932, Florida Statutes, shall be in the sole discretion of the TOWN.

1. If the TOWN decides to use personal property, other than currency, forfeited to the TOWN under Chapter 932, Florida Statutes, the TOWN shall reimburse BSO for any costs, as described in paragraph 10(i), below, incurred in the seizure and forfeiture of such property.
 2. BSO shall annually invoice the TOWN for all actual costs incurred by BSO in the forfeiture action including, but not limited to, filing fees and advertising costs, and the TOWN shall have forty-five (45) calendar days to pay such invoice. BSO shall submit the annual invoice to the TOWN 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 Town Manager, BSO may apply to the TOWN to use such personal property either within or outside the TOWN, and if approved by the TOWN, 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 TOWN'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 TOWN, such property shall be turned over to the TOWN.
 6. If the TOWN decides to dispose of personal property, other than currency, forfeited to the TOWN under Chapter 932, Florida Statutes, or Federal law, proceeds of the sale of such property, less costs as described herein, shall be deposited in the TOWN's Law Enforcement Trust Fund, or held by BSO for TOWN's use as required by Federal law. Proceeds from the sale of property deposited in the TOWN's Law Enforcement Trust Fund may be designated for BSO's use within the confines of the TOWN, in the same manner as provided in subsection 10(e) above.
 7. If the personal property is approved by the TOWN for use by BSO outside of the Town boundaries, BSO will promptly notify the Town Manager of such use.
- g. BSO agrees to notify the TOWN 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 TOWN 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 TOWN. The parties agree that the decision to use or dispose of real property seized within the TOWN, 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 TOWN.

1. If the TOWN decides to dispose of such real property, proceeds from the sale of the real property shall be deposited into the TOWN's Law Enforcement Trust Fund, less any loans, mortgages, liens, costs (as described in subsection 10(i) 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 TOWN's Law Enforcement Trust Fund may be designated for BSO's use within the confines of the TOWN, in the same manner as provided in subsection 10(d), above.
2. If the TOWN decides to use such real property, the TOWN shall reimburse BSO for any loans, mortgages, liens, costs (as described in paragraph 10(i), 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 TOWN, BSO's legal staff shall first consult with TOWN's legal advisor for authorization to proceed with the forfeiture due to the potential for excessive costs to the TOWN from mortgages, liens or other encumbrances on the real property. TOWN 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 TOWN for all actual costs incurred by BSO in the forfeiture action, and the TOWN shall have thirty (30) days to pay such invoice;
 - ii. BSO may apply to the TOWN 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 TOWN.
- h. In the event that real or personal property is seized within the TOWN 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 pursuant to Chapter 932, Florida Statutes, or Federal law, the decision to use or dispose of such property shall be made by agreement of the participating agencies. If such property is sold, the TOWN's share of the proceeds of such sale, less costs (defined in Section 10(i)) 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 TOWN's share of proceeds from the sale of such property shall be deposited into the TOWN's Law Enforcement Trust Fund, and may be earmarked for BSO's use, in the same manner as provided in subsection 10(f), above.
- i. Any costs incurred in the seizure, forfeiture, or sale of personal or real property seized within the TOWN, through active participation of the District personnel and subsequently forfeited shall be paid by the TOWN 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.
- j. BSO shall, on a quarterly basis, supply the TOWN 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 TOWN within thirty (30) days of the ultimate adjudication with regard to the seizure of the property.
- k. TOWN shall be responsible to meet all reporting requirements for all forfeiture proceeds under state law, and BSO shall provide all necessary information pertaining to same to TOWN in a timely manner for such purpose. BSO shall also provide technical assistance to TOWN staff if requested with regard to the reporting procedure. BSO shall be responsible to meet all reporting requirements for all forfeiture proceeds under federal law, and TOWN shall provide all necessary information pertaining to same to BSO in a timely manner for such purpose.
- l. Grant funds and miscellaneous revenues. BSO shall cooperate with the TOWN and, to the extent allowable by law, act as the law enforcement agent on behalf of the TOWN 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 TOWN 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 TOWN. Except as otherwise set forth herein, it is understood by both parties that all revenues currently received by the TOWN as a result of law enforcement activities shall continue to be received by the TOWN as previously mentioned herein or as may be added in the future. This shall include, but not be limited to, towing fees per the TOWN's current agreement.

11. TOWING

It is recognized that the TOWN 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 TOWN enters into a towing agreement with a local vendor, BSO shall honor the TOWN's agreement for tows occurring within the municipal boundaries of the TOWN; 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 TOWN or in need of towing within the TOWN 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 TOWN'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 TOWN's vendor with regards to all confiscations/forfeiture cases occurring within the TOWN. On an annual basis, BSO shall provide the TOWN with a credit equal to the amount of total revenues received by BSO from towing services provided within the TOWN.

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 TOWN 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 TOWN understands and acknowledges that the cost of this coverage is allocated to the TOWN through the consideration set forth in the Special Terms and Conditions of this Agreement (Exhibit "A"). BSO may provide the insurance required in this Section through a self insurance program.

The TOWN 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 TOWN 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 payment or 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 TOWN to pay BSO pursuant to the consideration provisions set forth in the Special Terms and Conditions of this Agreement (Exhibit "A"), 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, BSO and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from BSO to a TOWN 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 TOWN 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 TOWN is capable of rendering such police service, whichever occurs sooner. The consideration to be paid to BSO during the transition period shall be based upon the projected cost of providing such services according to the rates defined under the present operative agreement 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 TOWN, without cost or charge to the TOWN all of 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 TOWN. Any disagreement between the TOWN 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.

In addition to the personal property listed on Exhibit C, upon termination or expiration of this Agreement, BSO shall transfer ownership to the TOWN of ten (10) patrol vehicles, one of which will be a Sports Utility Vehicle, with each vehicle equipped with all equipment necessary to render the vehicle suitable for service as patrol vehicle under BSO's policies (sirens, etc) and each vehicle shall be of average age and mileage as compared to BSO's active fleet of patrol vehicles at the time of termination or expiration of this Agreement. The TOWN shall have the right to inspect and approve the vehicles to be transferred to the TOWN and such approval shall not be unreasonably withheld.

15. **INDEMNIFICATION**

15.1 The TOWN and the SHERIFF 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 TOWN shall indemnify, defend, and hold the SHERIFF, 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 TOWN, its employees, agents, or servants and the TOWN 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 TOWN, its employees, agents, or servants. For purposes of this provision, the TOWN'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 TOWN. The TOWN 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 TOWN, 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 TOWN, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the TOWN, 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 TOWN'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 TOWN. 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**

TOWN hereby retains BSO as an independent contractor to provide Police Services for the TOWN, 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 TOWN, 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 TOWN pursuant to Section 3 hereof.

17. **NO PARTNERSHIP**

The relationship between the TOWN 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 TOWN 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 TOWN 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 TOWN and BSO shall assume full responsibility for their own compliance with any and all Applicable Laws.

18. **REPRESENTATIONS AND WARRANTIES OF TOWN**

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

- a. The TOWN 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 TOWN 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 TOWN and constitutes the valid and legally binding obligation of the TOWN 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 TOWN is a party or by which TOWN is bound, (b) results in the violation by the TOWN of any provision of any Applicable Law applicable to TOWN or to which TOWN may be subject, (c) violate or conflict with any charter or other document governing the actions of TOWN, or (d) require TOWN 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 TOWN 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 TOWN 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) or Section 6(k). 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:

TOWN:

See Special Terms and Conditions (Exhibit "A")

BSO:

Sheriff Gregory Tony
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, United States of America, and, unless otherwise agreed to in writing by both parties hereto, venue and jurisdiction shall lie only in Broward County, Florida. Each of TOWN and BSO hereby submits to such jurisdiction and venue and waives any defense of inconvenient forum in relation hereto.

29. **WAIVER OF RIGHTS**

TOWN 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, TOWN 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 TOWN which includes services (a) customarily rendered by municipal police departments or BSO, and (b) required to be performed under Applicable Laws or TOWN Ordinances, unless the subsequent modification or adoption of an Ordinance or Law results in additional costs to BSO in which case the TOWN 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 TOWN 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 TOWN).

- 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.

32.1. 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 TOWN 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 Town Manager. In order to address the ever-changing law enforcement needs of the TOWN, 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 TOWN:

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 TOWN;
3. The District Chief or designee shall attend and participate at Town staff meetings, TOWN Commission meetings as requested by the Town Manager or designee;
4. Upon the request of a homeowners' association, the District Chief or designee shall attend the association's membership meeting;
5. BSO shall provide the Specific Services, if any, set forth in Exhibit A to this Agreement;

6. Traffic enforcement, local narcotics and property crimes investigations to the extent permissible with the existing staffing structure, as determined in the sole discretion of the District Chief.
7. Present documentation, evidence and testimony at legal proceedings regarding code violations in which BSO employees were witnesses or the citing officer, nuisance abatement cases, and local ordinance violations where BSO employees were witnesses or the citing officer.

32.2 INDIRECT SERVICES:

The TOWN 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 TOWN.

The costs of indirect services are allocated to this Agreement.

32.3 SPECIAL DETAIL SERVICES

1. BSO shall provide security and traffic detail deputies to support special event activities occurring within the TOWN in accordance with the BSO's Special Details Policies and Procedures. BSO

shall cooperate with the TOWN and follow TOWN 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 TOWN-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 TOWN 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 TOWN will incur no additional costs associated with such services; however the TOWN understands and acknowledges that the on-duty personnel may be called to an incident during the TOWN sponsored event. For those TOWN-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 TOWN will be charged at BSO's special detail rates at the time of the event.

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

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

32.4 COUNTYWIDE SERVICES

Unless otherwise agreed or set forth herein and subject to County funding, the following services shall be provided to the TOWN 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 TOWN 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;
- 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 TOWN and the County; 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 TOWN 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 TOWN accordingly in writing. In such an event, the countywide service shall be discontinued, unless the TOWN 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 TOWN, then TOWN shall timely pay BSO all costs associated with the personnel and equipment for such E-911 services rendered by BSO to TOWN, 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 TOWN, in whole or in part, BSO's obligation to provide such services to the TOWN shall cease accordingly, unless the TOWN agrees to fund the TOWN'S proportion of the shortfall in BSO funding.

BSO shall provide notice to the TOWN 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.

32.5 ADDITIONAL SERVICES:

Upon the request of the Town 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.