

**AGREEMENT FOR EMERGENCY MEDICAL, FIRE PROTECTION
AND FIRE PREVENTION SERVICES**

THIS AGREEMENT FOR EMERGENCY MEDICAL, FIRE PROTECTION AND FIRE PREVENTION SERVICES, dated the 1 day of OCTOBER, 2020, is made by and between the City of Lauderdale Lakes, (hereinafter referred to as the "CITY") and the Broward Sheriff's Office (hereinafter referred to as "BSO")

WITNESSETH:

WHEREAS, pursuant to the CITY's home rule powers, the CITY has primary responsibility for the safety of the citizens of the CITY and for the protection of life, property and the environment;

WHEREAS, the pursuant to the CITY'S home rule powers, the CITY further has requisite authority or enter into a contract for the provision of emergency medical, fire protection and fire prevention services within the municipal boundaries of the CITY;

WHEREAS, the CITY finds it in the public interest to provide superior, professional, courteous and cost-effective service through the provision for dedicated, skilled and professional emergency medical, fire protection and fire prevention services for the benefit of the citizens and residents of the CITY;

WHEREAS, the CITY has heretofore contracted with BSO for the provision of emergency medical, fire protection and fire prevention services for the general health, safety and welfare of the CITY, which contract shall expire and terminate on September 30, 2019;

WHEREAS, the CITY is desirous of maintaining provision for a high quality, competent, professional emergency medical, fire protection and fire prevention services for the general health, safety and welfare of the CITY, and further desire that such service be provided by the BSO;

WHEREAS, BSO is desirous of providing high quality competent, professional emergency medical, fire protection and fire prevention services to the CITY pursuant to the terms and conditions set forth in this Agreement, inclusive of all exhibits, attachments, addendums and amendments from time to time (collectively the "Agreement");

WHEREAS, it is the purpose and intent of the Parties to provide for a means by which each party may exercise cooperatively its respective governmental powers and privileges in furtherance of the shared public objective of providing high quality, competent, professional emergency medical, fire protection and fire prevention services for the general health, safety and welfare of the CITY;

WHEREAS, the Parties understand and agree that the respective exchange of consideration agreed to under this Agreement and as well as the staffing levels for the District (as such term is defined in this Agreement), which include the geographic areas of the City of Lauderdale Lakes and certain geographic areas of Unincorporated Broward County Area, are grounded upon the mutual premise that the professional emergency medical, fire protection and fire prevention services contemplated under this Agreement will be provided to the District as a whole, are set forth in described in Exhibit A of this Agreement; and

WHEREAS, the Parties find that the method of delivery of professional emergency medical, fire protection and fire prevention services is as set forth in this Agreement and is in the best interests of the general health, safety and welfare of the CITY.

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 agree as follows:

ARTICLE 1. ADOPTION OF RECITALS

1.1. The foregoing recitals hereby ratified and confirmed as being true, and the same are hereby incorporated by reference and made part of this Agreement.

ARTICLE 2. EMERGENCY MEDICAL, FIRE RESCUE AND PREVENTION SERVICES

2.1. This Agreement is comprised of this document, the Scope of Services set forth in Exhibit A, which is attached and incorporated herein, the Special Terms and Conditions set forth in Exhibit B, which is attached and incorporated herein, and the General Terms and Conditions that are set forth in Exhibit C, which is attached and incorporated herein.

2.2. In the event there is a conflict between the Scope of Services, General Terms and Conditions, and Special Terms and Conditions, the Special Terms and Conditions shall be controlling.

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

**AGREEMENT FOR EMERGENCY MEDICAL, FIRE PROTECTION AND FIRE PREVENTION
SERVICES BETWEEN
THE CITY OF LAUDERDALE LAKES AND THE BROWARD SHERIFF'S OFFICE**

BSO:

BROWARD SHERIFF'S OFFICE

By: 

Gregory Tony, Sheriff

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

By: 

Terrence O. Lynch, General Counsel


AGREEMENT FOR EMERGENCY MEDICAL, FIRE PROTECTION AND FIRE PREVENTION
SERVICES BETWEEN
THE CITY OF LAUDERDALE LAKES AND THE BROWARD SHERIFF'S OFFICE

CITY OF LAUDERDALE LAKES

By: 
HAZELLE P. ROGERS
MAYOR

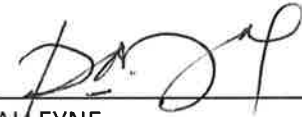
Dated: December 8, 2020

ATTEST:


VENICE HOWARD
CITY CLERK

(SEAL)



By: 
PHIL ALLEYNE
CITY MANAGER

Dated: December 8, 2020

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE AND RELIANCE
BY THE CITY OF LAUDERDALE LAKES ONLY:

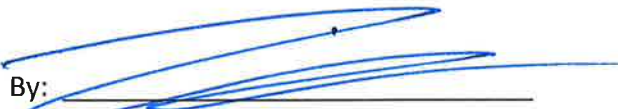
By: 
SIDNEY C. CALLOWAY
CITY ATTORNEY

EXHIBIT A

SCOPE OF EMERGENCY MEDICAL, FIRE PROTECTION AND FIRE PREVENTION SERVICES

1. Provision for Comprehensive Services. In accordance with the Agreement, BSO shall provide comprehensive Emergency Medical, Fire Protection and Fire Prevention Services within the municipal boundaries of the CITY which includes those services as are (a) customarily rendered by municipal fire departments or BSO, and (b) required to be performed under all applicable Laws or CITY Ordinances, excepting in the event that any subsequent modification or adoption of an Ordinance or Law results in additional costs to BSO in which case the CITY and BSO will negotiate in good faith to address the increased costs.

2. Prohibited Use of Third Party Contractor. BSO shall not utilize a third party provider for the provision of any services required to be performed under this Agreement unless first approved by the CITY in its sole and absolute discretion.

3. Provision for Fire Rescue Services. BSO fire rescue services are comprised of direct services, indirect services, special detail services and countywide services, which are defined as follows:

- a. "Direct Services" shall mean those services that are provided by the District Fire Employees.
- b. "Indirect Services" shall mean those BSO services that are provided by Non-District Fire Employees, which are centralized within BSO, but provide benefits throughout Broward County, including the CITY.
- c. "Special Detail Services" shall mean those services that may be offered by BSO to public and private entities through a separate contract for the services of BSO's fire/rescue personnel during off-duty hours.
- d. "Countywide Services" shall mean those services that are funded by Broward County Government as a countywide service and provided by BSO to any and all Broward County fire/rescue agencies (irrespective of whether they have an agreement with BSO) that requests such service.

4. Direct Services. The Fire Rescue Services which shall be provided under the Agreement are set forth and described as follows:

4.1 Direct Emergency Medical Services;

- 4.1.1 BSO shall provide emergency medical services to the CITY on a twenty-four (24) hour, seven (7) days per week basis during the term of this Agreement through the use of apparatus and personnel set forth in Exhibit A, Special terms and Conditions.

- 4.1.2 The CITY currently possesses, and shall maintain throughout the term of this Agreement, a Class I-ALS Rescue Certificate of Public Convenience and Necessity ("CON") under which BSO operates in providing fire rescue and emergency medical services pursuant to the terms and conditions of this Agreement. BSO will maintain the appropriate State of Florida licensure to enable BSO to provide advanced life support services, as well as basic life support services, to patients upon arrival at emergency scenes requiring immediate emergency medical care.
 - 4.1.3 BSO shall provide emergency medical transportation for all patients requiring transportation to an appropriate hospital emergency department. BSO shall transport patients to the nearest appropriate receiving facility in accordance with adopted medical protocols and at the discretion of the paramedic.
 - 4.1.4 BSO shall, during the term of this Agreement, provide for and maintain the requisite training and certification of BSO's paramedics providing service under this Agreement.
 - 4.1.5 BSO shall, during the term of this Agreement, provide for and maintain the requisite provide medical control and oversight of its all personnel providing service under this Agreement through the use of a comprehensive continuous quality improvement program as such is set forth and described in Florida Statutes, Chapter 401 (2019).
- 4.2 Direct Fire Protection Services
- 4.2.1 BSO shall provide fire protection services to the CITY on a twenty-four (24) hour, seven (7) days per week basis during the term of this Agreement through the use of apparatus and personnel set forth in Exhibit B, Special terms and Conditions.
 - 4.2.2 BSO shall, during the term of this Agreement, provide for and maintain the requisite training and certification of BSO's fire fighters providing service under this Agreement.
 - 4.2.3 BSO shall make a good faith effort to provide Fire Company pre-fire plan evaluations of required occupancies as well as hydrant testing and inspection in accordance with ISO and related departmental standards, designed to reduce the risk of property damage, injury, or loss of life from fire.

- 4.2.4 BSO shall provide Unified Incident Command at the scene of all significant and relative incidents within the CITY for the purpose of maintaining continuity in care, communication and mitigation of hazards.

4.3 Direct Fire Prevention Services

- 4.3.1 BSO will provide Fire Prevention Services ("Fire Prevention Services") to the CITY with the personnel specifically described in Exhibit A, Special Terms and Conditions. The Fire Prevention Services shall include without limit fire plan review, new construction inspections, annual fire inspection, fire and arson investigation and enforcement of all applicable statutes and codes.
- 4.3.2 BSO shall provide, as funded by the CITY, all vehicles, equipment and personnel to perform Fire Prevention Services.
- 4.3.3 BSO shall perform all annual inspections of multi-family residential and commercial properties required to be inspected in accordance with the Florida Fire Prevention Code and the Broward County Local Fire Code amendment. The CITY shall be responsible for the billing and collection of such services.

4.4 Other Direct Services

- 4.4.1 BSO shall provide public education programs, subject to funding, through personnel assigned to the CITY, designed to reduce the risk of property damage, injury, or loss of life from fire.
- 4.4.2 BSO shall provide a functional computerized fire rescue and emergency medical Records/Information Management System for the purpose of tracking incident information for the CITY required reports and providing billing information for emergency medical calls for BSO's contracted billing agency.
- 4.4.3 BSO shall provide joint fire and emergency medical training with surrounding municipal departments in an effort to develop close working relationships with mutual/automatic aid providers. Such training should be designed as to reduce the risk of property damage, injury, or loss of life from fire or other emergency medical incidents.
- 4.4.4 BSO shall create and or maintain close working relationships with hospital districts especially Florida Medical Center located within the CITY limits.

4.4.5 Upon request by the CITY, and subject to availability of staff, BSO shall provide representation at regularly scheduled Home Owners Association meetings when requested.

4.4.6 BSO shall maintain a Medical Director as required under Chapter 401, Florida Statutes (2019), who shall act as the Medical Director for all BSO's fire rescue service areas throughout the term of this Agreement.

5. INDIRECT SERVICES. The CITY shall receive the benefit of the following indirect services associated with fire rescue by virtue of this Agreement with BSO, which costs are allocated to this Agreement and included in the consideration set forth in Exhibit "A":

- 5.1 Administration;
- 5.2 Budget;
- 5.3 Central Supply;
- 5.4 Compensation and Assessment;
- 5.5 Employee Assistance Program;
- 5.6 Employee Benefits;
- 5.7 Information Technology Division;
- 5.8 Equal Employment Opportunity Division;
- 5.9 Community Services (Media Relations and Public Relations);
- 5.10 Finance;
- 5.11 Fleet Control;
- 5.12 Grants Management;
- 5.13 Human Resources;
- 5.14 Office of the General Counsel;
- 5.15 Labor Relations;
- 5.16 Purchasing;
- 5.17 Records;

5.18 Recruitment;

5.19 Regional Logistics Services;

5.20 Selection and Assessment;

5.21 Staffing Office; and

5.22 Any other services that meet the definition of Indirect Service as mutually agreed upon by BSO and the CITY.

The cost of indirect services are allocated to this Agreement and included in the consideration set forth in Exhibit "B".

6. SPECIAL DETAIL SERVICES FOR CITY EVENTS

6.1 Special Details for CITY Events. BSO's emergency medical and fire protection personnel shall be used to provide services at special events held within CITY, provided however that 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/or overtime and the CITY will be charged at BSO's special detail and/or overtime rates at the time of the event.

6.2 Payment for Special Details. 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.

7. COUNTYWIDE SERVICES

7.1 Countywide Services. In addition to the foregoing emergency medical, fire protection and fire prevention services, BSO shall provide the following specialized services to the CITY, consistent with service levels BSO concurrently renders to other agencies and municipalities that request such services, at no additional cost to the CITY (for any such ancillary service, that incurs cost, BSO has the right to bill any and all 3rd party groups such as insurance companies for cost recovery and BSO shall retain all funds recovered):

7.1.1 BSO shall provide, as needed, hazardous material response services equipped and trained to provide specialized response in case of an accidental spill or leak of hazardous materials or product.

7.1.2 BSO shall provide air rescue services.

7.1.3 BSO shall provide technical rescue services with specially equipped and trained personnel for above grade/high angle and below grade rescues.

7.1.4 Any other services, excluding those indirect services listed, BSO normally provides to other fire rescue agencies throughout Broward County, whether they have a contract with BSO or not.

7.2 Countywide Funding Contingency. 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 the 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. 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.

8. AUTOMATIC AID. BSO or the CITY shall not enter into any automatic aid agreements utilizing the personnel and/or equipment enumerated in this Agreement during the term of this Agreement without the mutual consent of both parties. BSO is, however, encouraged to participate in mutual aid agreements.

9. 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 B**SPECIAL TERMS AND CONDITIONS**

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

CITY:	City of Lauderdale Lakes
EFFECTIVE DATE:	October 1, 2020
TERM:	<i>See Section 2, General Conditions, (Exhibit B)</i>
RENEWAL OPTION:	<i>See Section 2, General Conditions, (Exhibit B)</i>
STATION ADDRESS:	3461 NW 43 Avenue Lauderdale Lakes, FL 33319
TOTAL STAFFING:	<p>Utilizing the staffing structure as provided below, BSO shall provide the CITY with the following level of staffing:</p> <p>80 Hour (bi-weekly) Compliment (Days, Administration and Fire Marshal's Bureau)</p> <p>District Chief 1 Administrative Specialist 1 Fire Prevention Officer, Lieutenant or Captain 1 Fire Safety Inspector 2</p> <p>96 Hour (bi-weekly) Compliment (Shift)</p> <p>Battalion Chief 1 Captain 4 Lieutenant 9 Driver Engineer 4 FF/PM 25</p> <p>Total Personnel 48</p>
VEHICLE AND STAFFING STRUCTURE:	<p>Suppression Apparatus (Aerial or Engine)</p> <p>One (1) company officer (Captain) Firefighter Paramedic</p> <p>One (1) Driver Engineer</p>

	<p>One (1) Firefighter Paramedic</p> <p><u>Two (2) ALS Rescue Transport:</u></p> <p>One (1) Company Officer (Lieutenant) Firefighter Paramedic</p> <p>Two (2) Fire Fighter Paramedics</p>
NOTICE CITY ADDRESS:	<i>See Section 23, General Conditions (Exhibit B)</i>
CITY SPECIFIC ADDITIONAL SERVICES:	<p>See Scope of Services (Exhibit A)</p> <p>It is the intent of the BSO and the CITY to work toward more cost effective delivery of fire and rescue services, including, but not limited to, the creation of a regional fire rescue delivery service area and joint municipality service areas. It is understood by the parties that the cost savings resulting from realized efficiencies will be passed on to CITY without any degradation of fire rescue services.</p> <p>BSO and CITY agree that when the opportunities for funding additional cross trained personnel to either or both ALS transport ambulances ("3rds on Rescues) exist, this Agreement may be amended to reflect those changes and approval of such amendments shall not be unreasonably withheld by either party.</p> <p>BSO shall bill for and collect revenues from patients requiring medical transportation and remit such revenue to the CITY on a monthly basis based on the adopted fee structure of the CITY less the cost incurred by BSO in the billing and collection of such revenue.</p> <p>BSO shall provide one (1) dedicated reserve standard ALS rescue/transport vehicle as available, stationed within the CITY, for use as a replacement vehicle during times a regular vehicle is out of service due to repairs or maintenance. This apparatus shall be stationed in the CITY, as described in this section. In the event that an additional reserve vehicle is needed, the BSO shall provide the additional reserve vehicle, at no additional cost to the CITY;</p> <p>BSO shall provide one (1) reserve fire apparatus (engine), as available, stationed within the CITY, for use as a replacement vehicle during times a regular vehicle is out of service due to repairs or maintenance, which shall be stationed in the CITY,</p>

	<p>as described in this section. In the event that an additional reserve vehicle is needed, the BSO shall provide the additional reserve vehicle, at no additional cost to the CITY.</p> <p>BSO shall provide, subject to funding, a comprehensive Juvenile Firesetter Program.</p>
CONSIDERATION: FY 20/21 Consideration for all General and City Specific Services	\$9,508,298.00

EXHIBIT C

LAW ENFORCEMENT SERVICES GENERAL CONDITIONS

1. DEFINITIONS

The following terms when used in this Agreement, including its preamble, recitals, exhibits, amendments and addendums from time to time, shall have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

- a. "Agreement" shall mean this Agreement for Law Enforcement Services between the CITY and BSO, including all exhibits, addendums or amendments from time to time.
- 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 Sheriff of Broward County, Florida.
- d. "CITY" shall mean the City of Lauderdale Lakes, a Florida municipal corporation under Chapter 166, Florida Statutes that has contracted with BSO for Law Enforcement Services pursuant to this Agreement.
- e. "City Attorney" shall mean the duly appointed chief legal counsel and adviser to the CITY as described and set forth in Article III, Section 3.12 of the Charter of the City of Lauderdale Lakes.
- f. "City Boundaries" shall mean the area within the municipal boundaries of the City of Lauderdale Lakes, Florida.
- g. "City Commission" shall mean the duly elected body of public officials possessing all legislative, regulatory and policy-making powers of the CITY in accordance Article III, Section 3.01 of the Charter of the City of Lauderdale Lakes.
- h. "City Manager" shall mean the duly appointed and validly existing City Manager of the CITY, possessing all administrative powers of the CITY and providing for the performance of all duties and obligations imposed on the CITY by law, through its various departments and divisions, or in the absence of the City Manager, such person as may be appointed by the City Commission of the CITY to act in such capacity with all requisite authority.
- i. "Consideration" shall mean the monthly payment and any other amount payable by the CITY in consideration of the BSO's Law Enforcement Services and obligations of BSO under this Agreement.

- j. "District" shall mean the total geographic area within the municipal boundaries of the City of Lauderdale Lakes, the Unincorporated Central Broward Area and any additional geographic area to be serviced by the District employees based upon a separate mutual written agreement of the Parties.
- k. "District Chief" shall mean the individual responsible for supervising all law enforcement employees and law enforcement activities within the CITY as well as the unincorporated Central Broward area (District 5). The District Chief shall be the rank of Captain. The District Chief will serve as the liaison between CITY and BSO.
- l. "District Employees" shall mean the BSO employees permanently assigned to the District, who possess the necessary qualifications and experience to provide law enforcement and support services, and all other BSO employees and all other Persons contracted by BSO, each of whom may, from time to time, provide the law enforcement services to the CITY.
- m. "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.
- n. "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.
- o. "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.
- p. "Law Enforcement Services" shall mean the aggregate of all law enforcement related services provided by BSO as described in the Scope of Law Enforcement Services, set forth in Exhibits A and B of 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 section 2 of these General Conditions.
- r. "Uniformed Deputy" shall mean a District Employee of the BSO who shall also be a uniformed Deputy Sheriff assigned to patrol the District under this Agreement.

2. **TERM**

2.1 **Term.** This Service Agreement shall remain in full force and effect commencing on October 1, 2020 and ending September 30, 2025, all dates inclusive, unless this Service Agreement is otherwise extended or terminated in accordance with the terms hereof.

2.2 **Renewal.** Upon mutual agreement of the Parties, this Agreement may be renewed for an additional five (5) years. Thereafter, this Agreement may be renewed, for an additional five (5)

year term upon mutual agreement of the Parties. The CITY agrees to furnish BSO notice of its intent to renew this Agreement no less than ninety (90) calendar days prior to the expiration of the then current term of this Agreement.

3. **DISTRICT CHIEF**

3.1 **District Chief Selection.** The District currently has a District Chief. Should there be a future vacancy in the District Chief position, BSO shall consult with CITY and solicit input prior to the selection of a new District Chief. The selection of a District Chief 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 District. BSO shall provide the City Manager with written notification of the selected candidates and their qualifications. Within ten (10) calendar days after the City Manager's receipt of such notice, representatives from BSO shall meet with the City Manager to discuss the candidates' qualifications.

3.2 **District Chief Performance.** In the event the City Manager becomes dissatisfied with the performance of the District Chief, the City Manager shall provide written notification to BSO. Thereafter, BSO and the City Manager shall meet in a good faith effort to discuss possible remedies and satisfactory resolution of the performance issue or concern.

3.3 **District Headquarters.** The District Chief will staff the District Headquarters. Both the District Chief and the City Manager will be collectively responsible for all emergency management duties within the CITY.

3.4 **Staffing Structure.** The staffing structure for the CITY shall be as set forth in these General Conditions and the Special Terms and Conditions, attached as Exhibit B of this Agreement and may be modified as set forth herein. The Staffing Structure will 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.

3.5 **Deployment.** BSO shall have broad discretion to deploy the staff 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 law enforcement services to the CITY pursuant to the terms and conditions of this Agreement. The District Chief will 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 will discuss the results of previous deployments, alternative deployment strategies and the benefits and risks associated with each strategy.

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

3.6 Minimum Staffing. BSO will provide to the CITY a minimum of not less than five (5) deputy sheriffs to patrol the CITY per shift, in accordance with the Scope of Law Enforcement Services, attached hereto as Exhibit A of this Agreement.

3.7 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.

3.8 Reduction or Addition of Staffing. Upon not less than sixty (60) calendar days prior written notice to BSO, the CITY may, in its sole discretion, either reduce or add to the staffing and level of services, which reductions or additions shall be memorialized by written amendment to this Agreement, and the consideration payable under this Agreement shall be adjusted accordingly based on actual cost of the service. However, if in BSO's opinion, the reduction in staffing service levels would substantially impact the safety of BSO's employees or the community, the Parties shall collaborate to resolve the issue to their mutual satisfaction.

3.9 Subsequent Annexation. In the event additional geographic areas are annexed, either the CITY or BSO may upon written notice to the other Party re-open this Agreement to renegotiation of the staffing levels, station locations, consideration, and any other terms and conditions impacted by the annexation.

3.10 Personnel Standards. BSO shall be responsible for setting employment standards (i.e. hiring, discipline, training) for District Employees and shall render the law enforcement services required pursuant this Agreement consistent with all applicable BSO agency policies and standards. BSO is committed to providing the CITY with highly skilled law enforcement personnel to provide law enforcement services to the CITY.

3.11 Demographic/Geographic Awareness. The Parties acknowledge the important public health, safety and general welfare interests supporting the necessity for the CITY to have the Law Enforcement Services performed by District Employees who are acquainted with the demographic and geographic character and trends that comprise important features of the CITY's industrial, business and residential neighborhood and population. BSO agrees to ensure the proficient education of all BSO employees who are permanently assigned to provide law enforcement services in the District in accordance with this Agreement.

3.12 Employment Responsibilities. All District Employees performing Law Enforcement Services under this Agreement 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 Parties understand and agree that the CITY shall not have 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 Law Enforcement Services under this Agreement. The CITY and BSO understand and agree that all costs, including the employment related costs, are included in the

consideration payable by the CITY to BSO in accordance with this agreement. Unless mutually agreed to by separate written agreement or amendment to this Agreement, BSO shall not seek any additional monies from the CITY pertaining to employment related costs.

3.13 Annual Review and Modification of Staffing Structure. As part of the CITY's annual budgetary process, the Parties may evaluate BSO's staffing structure provided under this Agreement to determine whether the current staffing level and composition adequately meets the CITY's goals and objectives. In the event either Party determines the need for such staffing level or composition to be adjusted, BSO will provide staffing recommendations for review by the City Manager and the District Chief. 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, either the City Manager or District Chief may request a staffing adjustment at any time during the year. Upon making such request, the City Manager and the District Chief shall confer and mutually agree to any such staffing changes, provided however, that 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 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.

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

3.15 Transfers, Reassignment or Layoffs. Except as herein provided, transfers of BSO personnel providing Law Enforcement Services under this Agreement 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. BSO Personnel transferred or reassigned out of the CITY shall be replaced as soon as reasonably practicable.

3.15.1 BSO Transfers of Personnel. BSO shall have the right to transfer any Employee out of the District. The City Manager shall be kept informed of all transfers.

3.15.2 Transfers – City Right. Except for the District Chief, which is covered in Section 3 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 request must be approved in writing by BSO, however such approval shall not be unreasonably withheld, nor shall a decision to refuse the City's request be arbitrary or capricious. 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.

4. **AUTHORIZATION OF POLICE POWERS.**

4.1 **Authority to Act.** The CITY does hereby authorize and vest in each BSO employee, deputy sheriff and personnel of BSO, who, from time to time, may be assigned, either temporarily or permanently, to the District and who provide Law Enforcement Services within the CITY's municipal boundaries, to the extent allowed by law, the powers of the CITY which are necessary to implement and carry forth the services, duties, and responsibilities to the CITY imposed upon BSO hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance of such services, duties and responsibilities. Every employee of BSO so empowered hereby and engaged in the performance of the Law Enforcement Services, duties and responsibilities described and contemplated in this Agreement shall be deemed to be acting pursuant to the authorization of the CITY while performing such services, duties and responsibilities which constitute municipal functions. Accordingly, BSO deputy sheriffs are hereby authorized and vested with the power to enforce the ordinances of the CITY, to make arrests incident to the enforcement thereof and to do such other things and perform such other acts as are necessary with respect to the services contemplated herein.

5. **QUARTERLY GOALS AND OBJECTIVES**

5.1 **Quarterly Goals.** 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 BSO's performance of the Law Enforcement Services within the CITY occurring during the previous three (3) month period, and the costs for such services. Not less than seven (7) day prior to such meeting, the District Chief shall provide the City Manager with a report or data compilation containing the following:

- a. BSO's Year-To-Date Budget Versus Actual Costs - Line Item Report, which will include, without limit, the budgeted amount, actual expenditures, encumbrances and remaining balance for each line item within the budget.
- b. Calls for service by time of day, geographic location, date and type of call;
- c. Reported incidents, criminal and non-criminal;
- d. Number and types of arrests;

- e. Traffic crashes;
- f. Traffic citations;
- g. Staffing and Transfers;
- h. Grant Review;
- i. Community Policing Initiatives;
- j. Response time reports, citizen complaints and their status/disposition; and
- k. Any additional information requested by the City Manager.

In addition to the documents, reports and information required to be provided to the CITY in accordance with this Agreement, the District Chief shall provide the City Manager with such other documents, reports or information as is reasonably necessary to substantiate the costs included on such Report.

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 will 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.

6. **REPORTS**

6.1 **Monthly Reports.** BSO shall provide monthly reports to the City Manager that includes 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).

6.2 **Annual Report.** BSO shall provide the 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 will be mutually agreed upon by BSO and the City Manager.

6.3 Detailed Report. 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.

7. **CONSIDERATION**

- a. For the period from the Effective Date through the end of the Fiscal Year ending September 30, 2020, the annualized consideration amount and the monthly payment amount for law enforcement 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:
 1. SHERIFF's budgeted cost for items other than health insurance premiums, workers compensation premiums and pension contributions and Other Post Employment Benefits, shall not exceed an annual increase of 5% over the total budgeted cost of the annual consideration in the preceding year, except that any increase in the cost of radios and auxiliary equipment provided to CITY under the Regional Interlocal Agreement with Broward County shall not be subject to the annual cap.
 2. SHERIFF's budgeted costs for workers compensation premiums, Other Post Employment Benefits and pension contributions, which will be based upon projected costs. The projected cost of these items will be timely provided to the CITY and supported with reasonable third-party documentation or other pertinent information from BSO.
 3. SHERIFF'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, shall not to exceed an annual increase of more than 9% over the budgeted costs in the preceding year. The projected costs of these items will be timely provided to the CITY and supported with reasonable third party documentation or other pertinent information from BSO. The cost for any change in plan from single to family coverage will not be counted against the cap.
- c. BSO shall submit a proposed budget to the CITY on May 15th. The budget will have a summary of major classifications (Personnel Services, Operating Expenses, Capital Outlay, etc.). At the request of the City Manager, BSO will 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, Body Worn Camera, etc.).
- d. For purposes of calculating the budget for Personnel Services, the District Employees assigned to the District in February will be the employees used to calculate the budget for the upcoming fiscal year, which is due to the CITY on May 15th as set forth above. The

annual wages, taxes, pension and health insurance costs associated with each employee will 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 February, the budgeted cost of the vacant positions for the upcoming fiscal year will be calculated based upon the prevailing budgeted cost for the BSO Employee positions within the same job classifications filled in February.

- e. 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.
- f. If BSO and the CITY are able to reach an agreement regarding the consideration, the CITY will pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month.
- g. BSO shall reimburse or provide a credit to the CITY for any payment received from the Broward County School Board for School Resource Deputies.
- h. 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.
- i. BSO shall have the right to temporarily fill any vacancy within the CITY, through temporary staffing or overtime, provided the vacant position is filled by a BSO employee that possess skills, training and experience at least equivalent to the absent BSO Employee. BSO will 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.
- 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 that the SHERIFF subsequently enters into an agreement, amends the agreement or renews an agreement with a municipality or Broward County for law enforcement services (an "Eligible Agreement"), the SHERIFF shall post the Eligible Agreement on the SHERIFF's web site within 10 business days of execution thereof. If the CITY reasonably determines that the Eligible Agreement overall includes 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 CITY shall be entitled to (i) 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 CITY and all other municipalities. 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.

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.

8. VEHICLE MARKINGS

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

9. 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, may 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 will 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 through the 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 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. 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 in paragraph 9(h) herein, and any funds allocated for the CITY's share

shall be deposited into the BSO's Federal Law Enforcement Trust Fund (hereinafter referred to as the "Funds"). Such funds will be earmarked for BSO's use within the CITY as provided under federal law.

- d. BSO agrees that any currency seized 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 City's Law Enforcement Trust Fund established by the CITY, less any costs as described in paragraph 10(h) herein. If multiple law enforcement agencies participated in the seizure in the CITY and the CITY is not a part of a task force agreement covering the distribution of awarded fund, the amount of funds distributed to CITY 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 currency/property; otherwise the amount of funds distributed to the City will be based upon the task force agreement. 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, except as to custody of federal asset sharing funds held for CITY's access and use when mandated by federal law. 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 state Funds, for use within the boundaries of the CITY, if such application is in compliance with Florida Statutes.
 2. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the City Manager, BSO may apply to the County for the use of Federal Funds, for use within the boundaries of the CITY, if such application is in compliance with Federal regulations.
 3. 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, or Federal Regulations to the City Manager and/or County Commission as applicable.
 4. 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.
 5. 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 through active participation of the District personnel and subsequently forfeited solely to the CITY under Chapter 932, Florida Statutes, 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 under Chapter 932, Florida Statutes, the CITY shall reimburse BSO for any costs, as described in paragraph 9(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, or federal law, 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, or held by BSO for City's account and use as required by federal law. Proceeds from the sale of property deposited in the CITY's Law Enforcement Trust Fund, or held by BSO for the CITY's account and use as required by federal law, may be designated for BSO's use within the confines of the CITY, in the same manner as provided in subsection 10(d) above.
 7. If the personal property is approved by the CITY for use by BSO outside of the CITY boundaries, BSO will promptly notify the City Manager of such use.
- 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 the 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. The CITY shall provide BSO with a filing decision on the prospective forfeiture within three (3) business 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 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 CITY's share of the proceeds of such sale, less costs (governed by applicable task force MOU, or if none, as 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 State 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 will 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.

10. TOWING

10.1 City Agreement with Local Towing Vendor. 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 will 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.

10.2 BSO Reservation of Right. 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 regard to all confiscations/forfeiture cases occurring within the CITY.

10.3 BSO Annual Credit to City. On an annual basis, BSO shall provide the CITY with a credit equal to the amount of total revenues received by BSO from towing services provided within the CITY.

11. INSURANCE

11.1 BSO Continuing Insurance Obligation. BSO shall maintain liability and automobile insurance policies in the amounts set forth below:

General Liability	\$1,000,000.00/\$1,000,000.00
Automobile Liability	\$1,000,000.00/\$1,000,000.00

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.

11.2 Self-Insurance. BSO may provide the insurance required in this Section through a self-insurance program.

11.3 City Insurance Obligation. 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 BSO in the event of claims related to the Facilities or damage/destruction of Facilities.

12. DEFAULT

12.1 Default Events. The occurrence of any one or more of the following shall constitute a "Default" by the party causing same (the "Defaulting Party"):

12.1.1 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; or

12.1.2 Performance of Services. Failure of BSO to perform the Law Enforcement Services as required herein at any time during the Term; or

12.1.3 Other Performance. Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the 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; or

12.1.4 Bankruptcy of Defaulting Party. Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of the Defaulting Party.

12.2 Default Remedies. 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:

12.2.1 Terminate this Agreement pursuant to Section 14 herein; or

12.2.2 Withhold payment or performance the Law Enforcement Services under this Agreement until such time as such Default is cured, provided the performance level does not compromise the safety of the public; or

12.2.3 Cure such Default and recover the costs thereof from the Defaulting Party; or

12.2.4 Seek injunctive relief to enjoin any act of the Defaulting Party in violation hereof; or

12.2.5 Seek specific performance of any covenant or obligation of the Defaulting Party hereunder; or

12.2.6 Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida. The prevailing party in any cause of action or suit pertaining to a dispute between the parties on the payment of consideration and performance under the Agreement shall be entitled to reasonable costs and attorney's fees.

13. TERMINATION

13.1 Termination and Notice. 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 13 shall commence.

13.2 Termination for Material Breach and Cure. 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 ten (10) days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Agreement immediately, subject to the transition period in 15.3 of this Agreement. A material breach shall include (a) the CITY's failure to make payment of Consideration in accordance Section 8 of this Agreement, or (b) BSO failure to perform the law enforcement services set forth in the Scope of Law Enforcement Services, attached as Exhibit A of this Agreement, or (c) BSO's failure to provide any documents, data, detailed accounting information required under this Agreement, or (d) either violations of Governing Standards, local or federal laws, the BSO policies and procedures, or the terms and conditions of this Agreement.

13.3 Transition upon Termination. In the event of the termination or expiration hereof, BSO and the CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition and to maintain during such period of transition the same high quality Law Enforcement Services otherwise afforded to the residents of the CITY pursuant to the terms hereof. In the event of such termination or expiration and in the further event that the CITY is unable to provide the same level of service through its own department at the time of such termination or expiration, the then pending term of this Agreement shall automatically extend upon the same terms and conditions set forth herein for the shorter of (a) twelve (12) months, or (b) at least one hundred eighty (180) days after BSO's receipt of the CITY's written notice that it is capable of providing adequate law enforcement services. The consideration to be paid to the SHERIFF 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.

13.4 Equipment and Vehicles. Upon termination of this Agreement, BSO shall return to the CITY, without cost or charge to the CITY all of the items of equipment and personal property purchased solely by the CITY and transferred to BSO, including without limit, the P25 Radios and Body Worn Cameras, which equipment and personal property are described in the Equipment and Vehicles List attached to the Agreement as Exhibit D, in a like kind condition, normal wear and tear excepted, or a replacement which must be of like quality, design and condition as the item described in the Equipment and Vehicles List. The Parties agree that any dispute concerning the value and condition of any item identified and described in the Equipment List to be returned to the CITY shall be settled upon the opinion of a mutually agreed upon qualified independent appraiser, whose opinion shall be final and conclusive concerning valuation of the item(s).

14. **INDEMNIFICATION**

14.1 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.

14.2 Indemnification in Favor of BSO. To the extent permitted by law, the CITY shall indemnify, defend, and hold harmless, and at the option of BSO's counsel, defend or pay for an attorney selected by BSO's counsel to defend 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 BSO, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the BSO, 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 BSO and the BSO'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. This covenant and agreement of the CITY shall survive the expiration or earlier termination of this Agreement.

14.3 Indemnification in Favor of City. To the extent permitted by law, the BSO shall indemnify, defend, and hold harmless, and at the option of the CITY, defend or pay for an attorney selected by the City Attorney to defend 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 BSO, its employees, agents, servants and the BSO 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 BSO, its employees, agents, or servants. For purposes of this provision, the CITY's employees shall not be deemed agents or servants of the BSO and the BSO's employees shall not be deemed agents or servants of the CITY. The BSO 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. This covenant and agreement of BSO shall survive the expiration or earlier termination of this Agreement.

15. **NO CONTRACTOR RELATIONSHIP**

15.1 Independent Contractor Status. The CITY hereby retains BSO as an independent contractor to provide the services to the CITY as set forth in the Scope of Law Enforcement Services,

attached to Exhibit A of this Agreement, subject to the terms and conditions of this Agreement. As an independent contractor, BSO shall have discretion and operational oversight regarding the manner and means in which the Law Enforcement Services will 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 5 of this Agreement.

16. **NO PARTNERSHIP**

16.1 **No Employment, Joint Venture, Partnership or Agency Relationship.** 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 venture relationship with or 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 will have or attempt to exercise any control or direction over the methods used by the other the Law Enforcement Services required under this Agreement. The respective employees, agents and representatives of each of the CITY and BSO shall remain each respective Party's own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from the other. The CITY and BSO understand and agree that each shall assume full responsibility for their own respective compliance with any and all Applicable Laws.

17. **REPRESENTATIONS AND WARRANTIES OF CITY**

17.1 **Warranties by the CITY.** The CITY represents, warrants and covenants to BSO as of the date of this Agreement, and throughout the Term the following:

17.1.1 The CITY is and will remain duly organized, validly existing and in good standing under the laws of the State of Florida, has and will 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.

17.1.2 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.

17.1.3 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 the CITY is a party or by which the CITY is bound, (b) results in the violation by the CITY of any provision of any Applicable Law applicable to the CITY or to which the CITY may be subject, (c) violates or conflicts with any charter or other document governing the actions of the CITY, or (d) requires the 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.

17.1.4 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.

18. **REPRESENTATIONS AND WARRANTIES OF BSO**

18.1 **Warranties by the BSO.** BSO represents, warrants and covenants as of the date hereof and throughout the term of this Agreement the following:

18.1.1 The Sheriff is the duly elected or appointed, qualified and incumbent Sheriff of Broward County, Florida, has and will 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 Law Enforcement Services pursuant to the terms of this Agreement and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;

18.1.2 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.

18.1.3 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) results in the violation by BSO of any provision of any Applicable Law applicable to BSO or to which BSO may be subject, (c) violates or conflicts with any charter or other document governing the actions of BSO, or (d) requires 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.

18.1.4 BSO has complied and shall comply with all Applicable Laws relating to the performance of the Services and the employment of the District Employees.

18.1.5 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.

18.2 No Modification or Set-Off. 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. Additionally, neither Party shall have the right of setoff nor 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.

19. **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.

20. **ACCOUNTING TERMS**

20.1 Applicable Accounting Principles. All references in this Agreement to Generally Accepted Accounting Principles (GAAP) shall refer to the common set of generally accepted accounting principles, standards, and procedures in the United States of America that public agencies and private companies and their accountants must follow when they compile their financial statements. All accounting terms used herein without definition shall be used as defined under GAAP.

21. **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.

22. **MUTUAL DRAFTING**

22.1 The Parties acknowledge and agree that the drafting of this Agreement is a mutual effort among the Parties and their legal counsel and that this Agreement is not to be construed against any party or group of parties as the drafter.

23. **NOTICE**

All notices required hereunder shall be by first class mail, except that any Notice of Termination shall be mailed via U.S. certified mail, return receipt requested and any notice required hereunder shall

be addressed to the Party intended to receive same at the following addresses: All notices and other communications under this Agreement shall be given to the Parties hereto at the following addresses:

CITY: c/o Mayor
Lauderdale Lakes City Hall
4300 NW 36th Street
Lauderdale Lakes, FL 33319

CITY: c/o City Manager
Lauderdale Lakes City Hall
4300 NW 36th Street
Lauderdale Lakes, FL 33319

CITY: c/o City Attorney
Lauderdale Lakes City Hall
4300 NW 36th Street
Lauderdale Lakes, FL 33319

BSO: Sheriff
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

BSO: Office of General Counsel
Broward County Sheriff's Office
2601 West 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 Party.

24. **NON-ASSIGNABILITY**

Neither Party shall assign any of its obligations or benefits imposed hereby or contained herein, except upon the prior written consent of the other Party. A Resolution duly passed by the City Commission shall be the sole evidence of the CITY's consent.

25. **NO THIRD PARTY BENEFICIARIES**

The Parties understand and agree that all term and conditions of this Agreement are for the sole benefit of the Parties and their successors and permitted assigns, and such terms and conditions shall not be construed to confer any rights to any third party (including any third party beneficiary rights).

26. **TIME OF THE ESSENCE**

The Parties acknowledge and agree that time shall be of the essence as to each Party's respective performance and compliance with the terms and conditions that are set forth in this Agreement.

27. **ENTIRE AGREEMENT**

This Agreement together with Exhibits A, B, C, D, and any subsequent written amendment or addendum duly executed by the Parties constitutes the entire agreement between the Parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to this subject matter. Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty not set forth in this Agreement.

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. The CITY and BSO hereby submits to such jurisdiction and venue and waives any defense of inconvenient forum in relation hereto.

29. **WAIVER OF RIGHTS**

The 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, the 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 to this Agreement 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.

EXHIBIT "D"
PROPERTY LIST

<u>TAG #</u>	<u>BSO TAG #</u>	<u>DESCRIPTION</u>	<u>SERIAL #</u>	<u>REPLACE COST</u>
<u>FIRE STATION</u>				
000002		BUILDING - FIRE HOUSE	n/a	\$ 142,000.00
000459	A041615	COMMERCIAL CLOTHES WASHER	M1099157433	\$ 6,322.02
001152	A041542	IMPER OVEN W/BURNERS	n/a	\$ 7,848.70
000704	A041617	APOLLO OVERHEAD PROJECTOR	98011212	\$ 322.08
<u>AIRPACKS</u>				
000684	A041568	AIRPAC SURVI	0012291311	\$ 1.02
000685	A041571	AIRPAC SURVI	0012291309	\$ 1.02
000686	A041634	AIRPAC SURVI	0012291913	\$ 1.02
	A041585	AIRPACK SURVIVOR	0012291310	
	A041586	AIRPACK SURVIVOR	0203200418	
	A041587	AIRPACK SURVIVOR	0203200413	
	A041592	AIRPACK SURVIVOR	0302140333	
	A041594	AIRPACK SURVIVOR	0203200436	
000692	A041600	LANDSCAP AIRPAC	0012291314	
000932	A041602	SCBA SURVIVAIR	0302140350	\$ 2,654.00
000933	A041601	SCBA SURVIVAIR	0302140345	\$ 2,654.00
000934	A041633	SCBA SURVIVAIR	0302140184	\$ 2,654.00
000935	A041593	SCBA SURVIVAIR	n/a	\$ 2,654.00
000840	A041567	SELF CONTAINED BREATHING APPAR.	0203200435	\$ 2,961.00
000842	A041635	SELF CONTAINED BREATHING APPAR.	0203200417	\$ 2,961.00
<u>COMPUTER EQUIPMENT</u>				
	A041620	3COM 4400SE SUPERSTACK SYS. SWITCH	76DV2W947AF40	
	A041638	BAYSTACK 450-2XT SYSTEM SWITCH	SSGLKH3Z2C	
000466	A041538	DELL	BBB0W	\$ 1,438.40
000176	A041556	DELL OPTIPLEX GXA	ES1SX	\$ 1,218.82
000092	A041544	DELL DIMENSION V400	0D8D7	
000464	A041558	DELL DIMENSION XPS	BBB15	\$ 1,438.40
000471	A041552	DELL DIMENSION XPS	T600R	\$ 1,438.40
	A041619	DELL FILE SERVER POWEREDGE 1300	H3X0H	

EXHIBIT "D"
PROPERTY LIST

<u>TAG #</u>	<u>BSO TAG #</u>	<u>DESCRIPTION</u>	<u>SERIAL #</u>	<u>REPLACE COST</u>
COMPUTER EQUIPMENT (continued)				
000520	A041541	DELL OPTIIPLEX GX1	9U60R	N/A
000524	A041540	DELL OPTIIPLEX GX1	9U60S	N/A
000856	A041545	DELL OPTIPLES GX240	C7NN511	\$ 1,021.00
000568	A041560	DELL OPTIIPLEX GX1	9U60T	N/A
000450	A041557	DELL OPTIIPLEX GX110 COMPUTER	HD4D20B	N/A
000452	A041539	DELL OPTIIPLEX GX110 COMPUTER	1F4D20B	N/A
000919	A041543	DELL OPTIIPLEX GX240 COMPUTER	5QX5211	N/A
000665	A041546	DELL OPTIIPLEX GX400	896LN01	\$ 1,233.50
000557	A041616	DELL SYSTEM	HMQ7L	\$ 1,255.70
000194	A041555	DELL SYSTEM COMPUTER	0D8CZ	\$ 1,218.82
000195	A041549	HP LASER PRINTER	USRC002838	\$ 1,178.81
000857	A041651	HP LASER PRINTER	JPGGB47724	\$ 1,112.15
	A041660	LEADING EDGE LAPTOP	DNE206SX	
EMERGENCY EQUIPMENT				
000703	A041618	AED TRAINER LEPAC 500T	0217001	\$ 3,280.36
000701	A041641	AMERICAN OXYGEN CASCADE SYS	0299000	\$ 1.02
000140	A041644	CARDIAC MONITOR		\$ 8,654.98
000460	A041650	DEFIBRILLATOR	12160842	\$ 3,337.56
000461	A041654	DEFIBRILLATOR	12160835	\$ 3,337.56
000475	A041648	DEFIBRILLATOR	12160841	\$ 3,337.56
000476	A041572	DEFIBRILLATOR	12160839	\$ 3,337.56
000853	A041561	DEFIBRILLATOR	13995476	\$ 2,894.25
	A041588	FERNO STRETCHER	L660190	
001150	A041574	FERNO STRETCHER	L301502	\$ 1,630.30
000139	A041569	FERNO STRETCHER	L723340	\$ 2,086.86
000164	A041643	FERNO STRETCHER	L874256	\$ 1,759.87
000477	A041662	LIFEPAK 500 AED	12160840	\$ 3,337.56
000478	A041663	LIFEPAK 500 AED	12160837	\$ 3,337.56
		MEDTRONIC PHYSIO CONTROL LIFEPAK 500 AED	13424815	
000627	A041562	MONITOR BLOOD PRESSURE	296-320097	\$ 3,405.78
000303	A041642	NELCOR PURITAN BENNETT PULSE/OX		
000305	A041645	MONITOR	21663586	\$ 1,043.43

EXHIBIT "D"
PROPERTY LIST

<u>TAG #</u>	<u>BSO TAG #</u>	<u>DESCRIPTION</u>	<u>SERIAL #</u>	<u>REPLACE COST</u>
EMERGENCY EQUIPMENT (continued)				
000682	A041655	NELCO PULSE OXIMETRY MACHINE	21663403	\$ 1.02
000671	A041547	PHYSI SIMULATOR QWIK COMBO 12 LEAD	95040691	\$ 1.02
001163	A041553	PHYSIO CONTROL AED	00029359	
000946	A041621	PNEUMATIC STRETCHER	1051	\$ 6,160.00
000306	A041646	PULSE/OX MONITOR	21663559	\$ 1,043.43
00813	A041637	ZOLL BASE POWER CHARGER	H01/10905	\$ 1,441.00
000926	A041570	ZOLL CARDIAC MONITOR	41621711100123010	\$ 24,473.92
001236	A041596	ZOLL CARDIAC MONITOR BIPHYSIC M SERIES	T02B30440	\$ 22,895.00
001156	A041589	ZOLL DEFIBRILATORS B PHYSIC M SERIES	T02B30579	\$ 3,280.36
FIRE EQUIPMENT				
001159	A041605	AMKUS HYDRAULIC UNIT	B015	\$ 1.02
001159	A041607	AMKUS JAWS OF LIFE		\$ 14,560.16
000695	A041584	AMKUS LARGE RAM TOOL	494	\$ 1.02
000257	A041649	BACK UP GENERATOR	NE-3064746	\$ 28,534.35
001238	A041614	BAUER 5889 AIR COMPRESSOR	LSL301	\$ 9,686.86
000858	A041639	CAIRNS THERMAL IMAGING CAMERA	2163	\$ 17,000.00
000154	A041577	FAN, POSITIVE PRESSURE	n/a	\$ 1,043.43
000156	A041578	GENERATOR - HONDA FM5000SX	GC05633445	\$ 2,028.17
000147	A041603	HONDA FAN, POSITIVE PRESSURE	7494	\$ 835.15
000480	A041653	ICE MACHINE	n/a	\$ 1,368.80
000693	A041579	LANDSCAP AMKUS HYDROLIC PUMP	n/a	\$ 1.02
001153	A041580	LANDSCAP CUTTER	8771228C	\$ 1.02
000694	A041583	LANDSCAP SPREADER	n/a	\$ 1.02
000688	A041608	LARGE RAMER	694	\$ 1.02
000687	A041609	RAM SPREADER	878635S	\$ 1.02
000468	A041581	RAM TOOL	93087583R	\$ 1.02
000155	A041604	SAW, K-12	002685	\$ 1,043.43
001165	A041591	SAW, K-12	n/a	\$ 1,043.43
000696	A041582	SMALL RAMER	n/a	\$ 1.02
000689/0011	A041606	SMALL RAMER	480	\$ 1.02
<u>TAG #</u>	<u>BSO TAG #</u>	<u>DESCRIPTION</u>	<u>SERIAL #</u>	<u>REPLACE COST</u>

EXHIBIT "D"
PROPERTY LIST

FIRE EQUIPMENT (continued)				
000677	A041564	SONOMETER, SIMPSON 884-2 SOUND LEVEL MTR.	n/a	\$ 1.02
000151	A041610	SUPERVAC FAN, POSITIVE PRESSURE	81151	\$ 1,043.43
000700	A041640	TOOLS CRAFT DRILL PRESS	RDP2264	\$ 2,125.20
RADIO EQUIPMENT				
000481	A041550	COMMUNICATION ASTRO FLASHPORT PORTABLE RADIO	310AXE0422	\$ 195.20
001162	A041652	COMMUNICMERID (ATT) PHONE SYSTEM	G7CH90	\$ 9,642.88
000133	A041624	COMMUNICMOTOR RADIO PORTABLE	466ASY2433*	\$ 2,045.16
004683	A041598	COMMUNICMOTOR RADIO MOTO MO52000	494ABQ1222	\$ 1,976.00
		COMMUNICMOTOR RADIO MOTOROLA		
00838	A041559	MTS2000	466ACD1285	\$ 2,504.80
000135	A041630	COMMUNICMOTOR RADIO PORTABLE	466ASY2433*	\$ 2,045.16
000136	A041626	COMMUNICMOTOR RADIO PORTABLE	466ASY2432	\$ 2,045.16
000137	A041625	COMMUNICMOTOR RADIO PORTABLE	466ASY2430	\$ 2,045.16
000162	A041595	COMMUNICMOTOR RADIO PORTABLE	MCS2880	\$ 5,015.09
000163	A041613	COMMUNICMOTOR RADIO PORTABLE	HCN4066E	\$ 5,015.09
000285	A041554	COMMUNICMOTOR RADIO PORTABLE	466ASY2439	\$ 2,045.16
000291	A041628	COMMUNICMOTOR RADIO PORTABLE	466ASY2437	\$ 2,045.16
000295	A041631	COMMUNICMOTOR RADIO PORTABLE	466ASY2434	\$ 2,045.16
		COMMUNICMOTOR RADIO PORTABLE		
000294	A041573	(VEHICLE 95)	n/a	\$ 5,015.09
		COMMUNICMOTOR RADIO PORTABLE		
000465	A041563	MOTOROLA MTS2000	466AZW1795	\$ 2,094.56
001237	A041647	COMMUNICMOTOR RADIO, MOBILE	581AUJ0360	\$ 1,976.00
000434	A041548	COMMUNICMOTOR RADIO, PORTABLE	A66AYG4105	\$ 2,094.56
000479	A041629	COMMUNICMOTOR RADIO, PORTABLE	466ASY2429	\$ 2,094.56
000680	A041636	COMMUNICMOTOR RADIO, PORTABLE	466ASY2436	\$ 1,976.00
001164	A041551	MOTOROLA ASTRO FLASHPORT	310AXE0410	\$ 195.00
	A041565	MOTOROLA ASTRO FLASHPORT	310AXE0418	\$ 195.00
	A041632	MOTOROLA ASTRO FLASHPORT	310AXE0421	\$ 195.00
	A041590	MOTOROLA MSC2000	722AXY0497	
	A041599	MOTOROLA MTS2000	466AWY5090	
TAG #	BSO TAG #	DESCRIPTION	SERIAL #	REPLACE COST

EXHIBIT "D"
PROPERTY LIST

RADIO EQUIPMENT (continued)				
	A041622	MOTOROLA MTS2000	466ASY2427	
	A041623	MOTOROLA MTS2000	466SUS0205	
	A041627	MOTOROLA MTS2000	466ASY2428	
000678	A041656	MOTOROLA MTS2000	466ASY2438	\$ 1,976.00
	A041659	MOTOROLA MTS2000	466ASY2435	
000165	A041665	MOTOROLA SPECTRA MOBILE RADIO	581ASY1407	\$ 5,015.09
VEHICLES				
001320	A041612	1991 - E1/HUSH (E-237)	46JPBAA83L1003528	\$ 20,000.00
001123	A041575	1995 - FREIGHTLINER (R-337)	1FV3GFBC8SL663485	130,000.00
001126	A041611	1997 - CHEVY S1500 PICKUP (I-237)	1GCEC14WXV2242878	\$ 16,500.00
001119	A041576	1997 - SOUTHERN COACH (E-37)	4S7HT1099WC25323	\$ 20,000.00
001122	A041566	1997 - FREIGHTLINE (R-37)	1FV3GFBC0VH844037	\$ 130,000.00
001125	A041658	1998 - CHEVY S1500 PICKUP (I-37)	1GCEC14WXV2210143	\$ 17,000.00
001124	A041657	2000 - FORD EXCURSION (B/C-37)	1FMNU4OFYEC51943	\$ 35,784.00
	A041661	2001 - JEEP CHEROKEE (FIRE RESERVE CAR)	1J4FT8S31L553802	
001248	A041597	2001 - PIERCE (Q-37)	4PICT02S81A001337	\$ 536,069.22
001121	A041664	2002 - FREIGHTLINER (R-237)	1FVAPBAK22HJ80881	\$ 130,000.00

***This is inventory as of December 13, 2004