

**LAW ENFORCEMENT SERVICES AGREEMENT
BETWEEN
THE SHERIFF OF BROWARD COUNTY, FLORIDA
AND
THE CITY OF LAUDERDALE LAKES**

THIS AGREEMENT is made and entered into in Broward County, Florida, this 1 day of OCTOBER, 2020, between the City of Lauderdale Lakes ("CITY"), a municipal corporation organized and existing under the laws of the State of Florida, which municipality is located within the boundaries of Broward County, Florida, and the Sheriff of Broward County, Florida ("BSO") (collectively the "Parties").

WITNESSETH:

WHEREAS, Chapter 70, Section 70.1 of the CITY's Charter prescribes the exclusive authority of the City Commission of Lauderdale Lakes to enter into contracts with municipal, county, state or other public entities for provision of police protection to the City for the benefit of the citizenry;

WHEREAS, the CITY has heretofore contracted with BSO for the provision of professional law enforcement 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 high quality, competent professional law enforcement services for the general health, safety and welfare of the CITY, and further desire that such services be provided by the BSO;

WHEREAS, BSO is desirous of providing high quality professional law enforcement 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 law enforcement services for the general health, safety and welfare of the CITY;

WHEREAS, the Parties understand and agree that the respective 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 Unincorporated Area, are grounded upon the mutual premise that the professional law enforcement 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 law enforcement 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 are hereby ratified and confirmed as being true, and the same are hereby incorporated by reference and made part of this Agreement.

ARTICLE 2. LAW ENFORCEMENT SERVICES

2.1. BSO shall provide the law enforcement services to the CITY, which are set forth and described in the Scope of Law Enforcement Services, attached hereto as **Exhibit A** of this Agreement. The Parties further agree that law enforcement services shall be performed utilizing the law enforcement staffing structure for the CITY's portion of the District in accordance with the Special Terms and Conditions, attached hereto as **Exhibit B** of this Agreement, and the General Conditions, attached hereto as **Exhibit C** of this Agreement. This Agreement, Exhibits A, B, and C together shall comprise the complete agreement between the Parties.

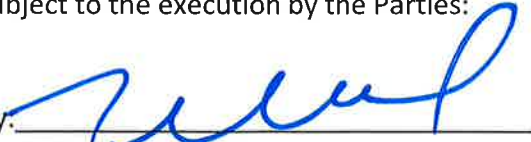
IN WITNESS WHEREOF, the Parties hereto have caused their respective agents to execute this instrument on their behalf, on the date(s) set forth below.

SHERIFF OF BROWARD COUNTY

By: 
GREGORY TONY, SHERIFF

Date: 12/16/20

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

By: 
TERRENCE LYNCH,
GENERAL COUNSEL

Date: 12/16/20

ATTEST:

Venice Howard
CITY CLERK

(SEAL)



CITY OF LAUDERDALE LAKES

By: Hazel Rogers
HAZELLE ROGERS, MAYOR

Date: December 8, 2020

By: Philip A. Alleyne
PHILIP A. ALLEYNE, CITY MANAGER

Date: December 8, 2020

Approved As to Form and Legal Sufficiency:

By: Sidney C. Calloway
SIDNEY C. CALLOWAY,
CITY ATTORNEY

Date: December 8, 2020

EXHIBIT A

SCOPE OF LAW ENFORCEMENT SERVICES

1. **Law Enforcement Services.** BSO shall provide to CITY for the term set forth in this Agreement, as the same may be extended in accordance with the provisions hereof, high quality competent professional law enforcement services on a twenty-four (24) hours, seven (7) days a week basis. The Parties agree that BSO uniformed deputies assigned to the District shall have as their primary duty the patrol of the District.

2. **Minimum Staffing.** Utilizing the staffing structure, as provided above, the District Police Chief shall provide minimum staffing within the CITY of five (5) Patrol Deputy Sheriffs per shift who shall patrol the CITY, each in a Patrol Unit, during a twenty-four (24) hour period, commencing and ending at midnight, unless there are sworn personnel assigned to the CITY on extended leave (i.e. FMLA, workers compensation). In the event there are sworn personnel assigned to the CITY on extended leave, the average number of sworn personnel provided shall be proportionately reduced based upon the number of sworn personnel on extended leave. The District Police Chief shall have the discretion to assign the Patrol Deputy Sheriffs to the appropriate Patrol Zone within the CITY in order to meet the law enforcement needs of the CITY. In the event the District Police Chief is unable to provide the minimum five (5) Patrol Deputy Sheriffs from the staffing structure set forth herein within a twenty-four (24) hour period, the District Police Chief shall provide immediate written notice to the CITY, and shall make every effort to provide temporary support to the CITY.

3. **General Description of Law Enforcement Services.** The law enforcement services to be provided by BSO to the CITY shall include all such professional services encompassing those duties and functions of the type and coming within the jurisdiction of and customarily rendered by municipal police departments and the Office of the Sheriff of Broward County, in accordance with this Agreement, which services shall also include the following:

- a. Uniform patrol;
Special details management;
Strategic intelligence functions;
- b. The use of the motorcycle patrol;
- c. Reserves and the sheriff's posse;
- d. Technical support;
- e. Street crimes enforcement;
- f. Regional narcotics investigations;
- g. Multi-agency gang task force operations;
- h. Victim services;
- i. Case filing;
- j. DUI enforcement;
- k. Marine/diver team;
- l. Canine deployment;
- m. SWAT team response;

- n. Major investigations to include homicide, aggravated felonies, abuse and neglect, sex crimes, missing persons, robbery, economic crimes, traffic homicide, bomb and arson, environmental crimes, auto theft, fugitive apprehension, and crime scene technicians;
- o. Public education programs; and
- p. Drug enforcement and money laundering enforcement.

4. **City Commission Meetings.** The District Police Chief or designee will attend all City Commission meetings. At the request of the City Manager, an additional uniformed Deputy Sheriff(s) shall be available from existing staff to attend any regular and special City Commission meeting. Said Deputy Sheriff(s) shall be from the existing staffing complement as described in Section 4 of the Law Enforcement Services – General Conditions, attached as Exhibit C of the Agreement.

5. **Community Service Aide.** BSO will have a Community Service Aide assigned to the front desk at City Hall location at 4300 NW 36th Street, Lauderdale Lakes, FL, 33319 during the hours mutually agreed upon by the City Manager and the District Police Chief. Said Community Service Aide shall be from the existing staffing complement as described in Section 4 of the Law Enforcement Services – General Conditions, attached as Exhibit C of the Agreement. The Parties agree that the entrance to the lobby of City Hall will be opened between 8:00AM and 5:00PM on week days.

6 **Special Details.** BSO will provide special detail services for CITY sponsored events; however the District Chief, in his/her discretion, will determine whether the services can be provided through the on-duty staff assigned to the District or through a special detail. If in the District Chief's discretion, BSO is able to provide the required level of services with on-duty personnel within the District at the time of the event, the CITY will incur no additional costs associated with such services; however the CITY understands and acknowledges that the on-duty personnel may be called to an incident during the CITY sponsored event. For those CITY sponsored events in which the District Chief determines that BSO is unable to provide the required level of services with on-duty personnel within the District at the time of the event, BSO will provide the required level of services through a special detail and/or overtime and the CITY will be charged at BSO's special detail and/or overtime rates at the time of the event. The CITY authorizes BSO to act as public safety representative for the CITY in the permitting of special events. For non-CITY sponsored events, BSO and the sponsoring entity shall work out the terms and conditions of the special detail and all costs for such detail shall be borne by the sponsoring agency and not the CITY.

7 **School Resources Deputies.** BSO shall provide the CITY with School Resource Deputies consistent with the BSO's contractual arrangement with the School Board of Broward County. School Resource Deputies shall report to the District Chief and shall be assigned to schools subject to City Commission approval. Any money paid to BSO from the School Board of Broward County for School Resource Deputies assigned to schools within the CITY shall be transferred to the CITY or credited to the CITY.

- 8 **HOA Meetings.** Upon the request of a homeowners' association, the District Police Chief or designee will attend the association's meeting.
- 9 **Auxiliary Services.** Upon request and availability, BSO shall additionally provide to the CITY, at no additional cost to the CITY, the following expertise, services, and facilities, which BSO would normally provide to other government agencies, (a) Full service crime lab; (b) Helicopter patrol and air rescue services; (c) Organized Crime Intelligence gathering activities and drug enforcement; and (d) Prisoner and jail services.
- 10 **Grant Management.** BSO will provide the CITY with all relevant information regarding available grants related to law enforcement and crime prevention. 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 BSO to carry out the intent of the grant program as approved by the granting agency and the CITY.
- 11 **Indirect Services.** The CITY indirectly receives the benefit of the following services associated with law enforcement by virtue of this Agreement with BSO:
 - a. Administration;
 - b. Budget;
 - c. Central Supply;
 - d. Citizen Observer Patrol;
 - e. Compensation and Assessment;
 - f. Employee Assistance Program;
 - g. Employee Benefits;
 - h. Information Technology Division;
 - i. Equal Employment Opportunity Division;
 - j. Evidence;
 - k. Department of Community Services (Media Relations, Public Relations and Crime Stoppers);
 - l. Finance;
 - m. Fleet Control;
 - n. Grants Management;
 - o. Human Resources;
 - p. Institute for Criminal Justice Studies;
 - q. Office of the General Counsel;
 - r. Labor Relations;
 - s. Purchasing;
 - t. Records;
 - u. Recruitment;
 - v. Selection and Assessment; and
 - w. Victim Services.

The cost of indirect services are allocated to the CITY through the annual consideration paid pursuant to this Agreement.

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

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

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

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

ADDITIONAL SERVICES:

Upon the request of the CITY Manager and 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 SHERIFF OF BROWARD COUNTY (BSO):

CITY:	City of Lauderdale Lakes, a Florida municipal corporation																				
EFFECTIVE DATE OF AGREEMENT	October 1, 2020																				
FIRST YEAR:	October 1, 2020 – September 30, 2021																				
TERM:	October 1, 2020 – September 30, 2025																				
RENEWAL OPTION:	Renewable for one (1), five (5) year term upon the City and BSO agreeing to such renewal and the terms and conditions thereto.																				
POLICE STAFFING STRUCTURE:	<table border="1"> <thead> <tr> <th colspan="2">Position</th></tr> </thead> <tbody> <tr> <td>Executive Lieutenant</td><td>1</td></tr> <tr> <td>Lieutenant</td><td>1</td></tr> <tr> <td>Sergeant</td><td>5</td></tr> <tr> <td>Deputy Sheriff</td><td>36</td></tr> <tr> <td>Motorcycle Deputy</td><td>2</td></tr> <tr> <td>Community Service Aide</td><td>2</td></tr> <tr> <td>Admin Specialist I</td><td>1</td></tr> <tr> <td>Total General Fund Personnel</td><td>48</td></tr> <tr> <td>COPS Grant Deputy Sheriffs</td><td>2</td></tr> </tbody> </table> <p>Utilizing the personnel above, the District Chief shall have the responsibility to staff positions as appropriate, including Criminal Investigations, Selective Enforcement Team, and School Resource Deputies, in the best interest of the District.</p> <p>Upon the expiration of the COPS Grant, the two deputy sheriff positions will be added into the General Fund Staffing complement. A new Exhibit B will be provided to the CITY with the revised staffing levels and consideration.</p> <p>This staffing structure is contingent upon the continued approval from the County Commission to merge resources with regional county</p>	Position		Executive Lieutenant	1	Lieutenant	1	Sergeant	5	Deputy Sheriff	36	Motorcycle Deputy	2	Community Service Aide	2	Admin Specialist I	1	Total General Fund Personnel	48	COPS Grant Deputy Sheriffs	2
Position																					
Executive Lieutenant	1																				
Lieutenant	1																				
Sergeant	5																				
Deputy Sheriff	36																				
Motorcycle Deputy	2																				
Community Service Aide	2																				
Admin Specialist I	1																				
Total General Fund Personnel	48																				
COPS Grant Deputy Sheriffs	2																				

	resources at a mutually agreed upon sharing of costs.
POLICE CONSIDERATION: Fiscal Year 2020/2021	\$8,055,347.00
POLICE HEADQUARTERS ADDRESS:	200 Northwest 27 th Avenue Ft. Lauderdale, FL 33311
POLICE/CODE SUBSTATION ADDRESS:	4300 Northwest 36 th Street Lauderdale Lakes, FL 33319
CODE ENFORCEMENT:	NO
FUEL SITE:	NO
NOTICE CITY ADDRESS:	<p>CITY: c/o Mayor Lauderdale Lakes City Hall 4300 Northwest 36th Street Lauderdale Lakes, FL 33319</p> <p>CITY: c/o City Manager Lauderdale Lakes City Hall 4300 Northwest 36th Street Lauderdale Lakes, FL 33319</p> <p>CITY: c/o City Attorney Lauderdale Lakes City Hall 4300 Northwest 36th Street Lauderdale Lakes, FL 33319</p>
Additional Services	<p><u>Law Enforcement</u></p> <p>A Criminal Investigations Unit shall conduct the necessary investigations of criminal activity with the CITY. The Criminal Investigative Unit's caseload responsibility will be determined by the District Police Chief or the Police Chief's designee. The District Criminal Investigations Unit is a specialized assignment with the CITY for particular investigations. The Unit shall not operate in the traditional shift structure. The on-duty status of the Unit will be determined by the District Police Chief or the Police Chief's designee subject to applicable labor guidelines.</p> <p>During the term of this Agreement, the front desk at the District Office will be manned by a CSA on agreed upon days and hours and in the absence of the CSA, BSO will make a good faith effort to staff the front desk with volunteers.</p>

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.