AGREEMENT FOR POLICE, FIRE AND EMERGENCY MEDICAL SERVICES

AGREEMENT FOR POLICE, FIRE AND EMERGENCY MEDICAL SERVICES, dated the ___ day of ___ , 2011, 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, the CITY has heretofore maintained a high level of professional police protection and fire and emergency medical services for the benefit of the citizenry thereof, and

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

WHEREAS, the CITY is desirous of maintaining its Charter powers but at the same time wishes to continue providing for daily police, fire and emergency medical services through a contractual agreement, and

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

WHEREAS, the CITY has contracted with BSO for police and/or fire and emergency medical services for a number of years; and

WHEREAS, BSO was authorized by the CITY to continue to provide police, fire and emergency medical services to the CITY during the course of negotiations; and

WHEREAS, BSO and the CITY desire to formally acknowledge for the contractual period of October 1, 2009 to September 30, 2011 that there is remaining consideration due from the City to BSO and formally agree upon the payment of the remaining consideration due for such period as set forth in Exhibit C; and

WHEREAS the CITY desires to repay all past due consideration in addition to ensuring payment of future consideration; and

WHEREAS, commencing October 1, 2011, the CITY and BSO are
desirous of having the terms and conditions set forth herein govern the provision of police, fire and emergency medical services; and

**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, it is hereby agreed that all prior agreements for the provision of police, fire and emergency medical services between BSO and the CITY are repealed and replaced by this Agreement for Police, Fire and Emergency Medical Services as follows:

1. The above recitals are true and correct and incorporated herein by reference.

2. The CITY agrees to pay for any and all past, present and future amounts due for police and fire services prior to paying any other party including, but not limited to, creditors and vendors. BSO shall be in a first priority position for amounts due from the CITY to BSO.

3. The CITY and BSO acknowledge that this Agreement is subject to and conditioned upon the Broward County, Board of County Commissioners approving the funding for this agreement and the allocation of staffing between the CITY and the unincorporated BSO District 5 throughout the term of this Agreement. If full budget funding for any and all obligations of this Agreement are not approved and received by BSO from the Broward County Commission, this Agreement shall be terminated and all obligations of BSO to provide any services shall be released by the City.

4. This Agreement is comprised of this document, the Special Terms and Conditions set forth in Exhibit A, which is attached and incorporated herein; the General Terms and Conditions that are set forth in Exhibit B, which is also attached and incorporated herein; and the Special Terms and Conditions set forth in Exhibit C, which is also attached and incorporated herein and all attachments thereto.

5. In the event there is a conflict between the General Terms and Conditions, and Special Terms and Conditions, the documents shall be controlling in the following order:
   a. Special Terms and Conditions
   b. General Terms and Conditions

6. All payments of consideration for past, present and future police and fire rescue services shall be made in accordance with the respective Exhibits, Exhibits A, B, and C, that have been attached and incorporated into this Agreement.
AMENDED AND RESTATED AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF LAUDERDALE LAKES, FLORIDA AND THE BROWARD SHERIFF OFFICE

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

BSO:

BROWARD SHERIFF'S OFFICE

By: [Signature]

AL LAMBERTI, Sheriff

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

By: [Signature] 9/14/11

JUDITH LEVINE, General Counsel
AMENDED AND RESTATED AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF LAUDERDALE LAKES, FLORIDA AND THE BROWARD SHERIFF OFFICE

CITY:

ATTEST:

[Signature]

CITY CLERK

CITY OF LAUDERDALE LAKES

By:

[Signature]

MAYOR

Dated: 09-14-2011

By:

[Signature]

CITY MANAGER

Dated: 9-14-2011

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature]

CITY ATTORNEY
EXHIBIT A

SPECIAL TERMS AND CONDITIONS

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

<table>
<thead>
<tr>
<th>CITY:</th>
<th>City of Lauderdale Lakes</th>
</tr>
</thead>
<tbody>
<tr>
<td>EFFECTIVE DATE:</td>
<td>October 1, 2011</td>
</tr>
<tr>
<td>FIRST YEAR:</td>
<td>October 1, 2011 – September 30, 2012</td>
</tr>
<tr>
<td>TERM:</td>
<td>October 1, 2011 – September 30, 2016</td>
</tr>
<tr>
<td>RENEWAL OPTION:</td>
<td>Renewable for one (1), five (5) year term upon the City and BSO agreeing to such renewal and the terms and conditions thereto.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>POLICE STAFFING STRUCTURE:</th>
<th>Position</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>District Chief</td>
<td>.3</td>
</tr>
<tr>
<td></td>
<td>Executive Officer Lieutenant</td>
<td>.5</td>
</tr>
<tr>
<td></td>
<td>Lieutenant</td>
<td>.5</td>
</tr>
<tr>
<td></td>
<td>Lieutenant</td>
<td>.5</td>
</tr>
<tr>
<td></td>
<td>CI Sgt.</td>
<td>.5</td>
</tr>
<tr>
<td></td>
<td>CI Detectives</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>SET Sergeant</td>
<td>.5</td>
</tr>
<tr>
<td></td>
<td>SET Detective</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>R/P Sergeant</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>R/P Deputies</td>
<td>28</td>
</tr>
<tr>
<td></td>
<td>K-9 Deputies</td>
<td>.5</td>
</tr>
<tr>
<td></td>
<td>SRD Deputies</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Code Inspectors</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>CSAs</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Investigative Aide I</td>
<td>.5</td>
</tr>
<tr>
<td></td>
<td>Admin. Spec. II</td>
<td>.5</td>
</tr>
<tr>
<td></td>
<td>Admin. Support Spec.</td>
<td>.5</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>47</td>
</tr>
</tbody>
</table>

This staffing structure is contingent upon the approval from the County Commission to merge resources with regional county resources at a
| FIRE STAFFING STRUCTURE: | 80 Hour (bi-weekly)Compliment (Days, Fire Marshal’s Bureau)  
| | Captain 1  
| | Fire Inspector 2  
| 96 Hour (bi-weekly)  
| Compliment (Shift)  
| Captain 5  
| Lieutenant 9  
| Driver Engineer 5  
| FF/PM 22  
| **Total Personnel** 44  

BSO and CITY understand and agree that this contract does not call for a District Fire Chief; however BSO and CITY desire to have such position included in the personnel complement at a later date, dependent upon the CITY’S ability to fund and/or cost share this position. In the event the CITY and BSO subsequently agree to add a District Fire Chief’s position, the position must be added through a formal written amendment to this Agreement executed by both the CITY and BSO. This position would be at a 0.5FTE or 1.0FTE based on said funding.

| FIRE MINIMUM STAFFING: | One (1) Aerial Device (Quint):  
| | One (1) company officer (Captain) Firefighter Paramedic  
| | One (1) Driver Engineer Firefighter Paramedic  
| | One (1) Firefighter Paramedic  

Two (2) ALS Rescue Transport:  
One (1) Company Officer (Lieutenant) Firefighter Paramedic  
Two (2) Fire Fighter Paramedics

<p>| POLICE CONSIDERATION: | Fiscal Year 2012 $ 6,216,844 |</p>
<table>
<thead>
<tr>
<th>FIRE CONSIDERATION:</th>
<th>Fiscal Year 2012</th>
<th>$6,803,971</th>
</tr>
</thead>
<tbody>
<tr>
<td>POLICE HEADQUARTERS</td>
<td>200 Northwest 27th Ave.</td>
<td>Ft Lauderdale, FL 33311</td>
</tr>
<tr>
<td>ADDRESS:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>POLICE/CODE SUBSTATION</td>
<td>4300 Northwest 36th Street</td>
<td>Lauderdale Lakes, FL 33319</td>
</tr>
<tr>
<td>ADDRESS:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FIRE STATION:</td>
<td>3461 NW 43rd Avenue</td>
<td>Lauderdale Lakes.</td>
</tr>
<tr>
<td>CODE ENFORCEMENT:</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td></td>
<td>BSO, through its Deputy Sheriffs and Code Inspectors assigned to the Lauderdale Lakes District will provide the following parking enforcement and code enforcement related services to the CITY in accordance with the CITY's code, charter, policies and procedures:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Deputy Sheriffs will enforce the CITY's parking codes;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Upon request of Code Enforcement personnel, Deputy Sheriffs will assist such personnel with the issuance of citations;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) At the request of the City Manager, BSO will assign one (1) or more Uniformed Deputies to work with Code Enforcement personnel for an agreed upon timeframe.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>d) BSO will have access to all CITY records relevant to code enforcement research, including, but not limited to, building permits and plans, sign permits, development and site plans and occupational license records.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The CITY's attorney will advise BSO Code Enforcement personnel assigned to the CITY on Code related issues. BSO Code Inspectors will continue to present Code Enforcement cases to the Special Master.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>BSO shall be responsible for the personnel costs associated with providing code enforcement services, which will be reflected in the consideration. Any other costs and expenses associated with code enforcement will be the responsibility of the CITY.</td>
<td></td>
</tr>
<tr>
<td>FUEL SITE:</td>
<td>NO</td>
<td></td>
</tr>
</tbody>
</table>
| NOTICE CITY ADDRESS: | CITY: c/o Mayor  
Lauderdale Lakes City Hall  
4300 Northwest 36th Street  
Lauderdale Lakes, FL 33319  

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

| Additional Services | Law Enforcement |

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.

During the term of this Agreement, the front desk at the District Office will be manned by a CSA and in the absence of the CSA, BSO will make a good faith effort to staff the front desk with volunteers.

**Fire and Emergency Medical Services**

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.

The BSO and CITY agree that when the opportunity for creation of a regional fire rescue delivery service area and/or joint municipality service area arises, this Agreement may be amended to reflect those changes and approval of such amendments shall not be unreasonably withheld by either party.

The 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.

The 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.

The 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;

The 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, 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.

BSO shall provide, subject to funding, a comprehensive Juvenile Firesetter Program.
EXHIBIT B

POLICE, FIRE AND EMERGENCY MEDICAL SERVICES
GENERAL CONDITIONS

1. DEFINITIONS

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

a. **Agreement.** "Agreement" shall mean this Agreement for Police, Fire and Emergency Medical Services between the CITY and BSO, including all exhibits.

b. **Applicable Laws.** "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.** "BSO" shall mean the duly elected and qualified Sheriff of Broward County, Florida.

d. **CITY.** "CITY" shall mean the City that has contracted with BSO for Police, Fire and Emergency Medical Services pursuant to this Agreement and is identified in the Special Terms and Conditions.

e. **CITY Boundaries.** "CITY Boundaries" shall mean the area within the municipal boundaries of the CITY, as shown in the Special Terms and Conditions of this Agreement.

f. **City Manager.** "City Manager" shall mean shall mean the duly appointed and validly existing City Manager of the CITY or in the absence or incapacity of the City Manager, the Assistant City Manager or duly appointed substitute thereof.

g. **Consideration.** "Consideration" shall mean the monthly payment and other amounts payable by the CITY hereunder in consideration of the Services performed by BSO, as set forth herein.

h. **Cost Allocation Plan** shall mean the BSO designated or approved plan that assigns indirect costs to the various departments and districts throughout BSO. BSO reserves the right to alter, modify or update said cost allocation plan at BSO’s discretion.

i. **District.** "District" shall mean (a) the CITY Boundaries, or (b) the Annexed CITY Boundaries on the date the CITY’s annexation plan becomes effective after the Florida Legislature approves such annexation plan, provided BSO has received the required notification thereof as set forth herein, and (c) the geographic area of BSO District 5 unincorporated, which is described in Attachment 1 attached hereto, and (d) any additional geographic area to be serviced by the District employees based upon a mutual written agreement of the CITY and BSO.
j. **District Employees.** “District Employees” shall mean collectively the District Police Employees and the District Fire Employees.

k. **District Fire Employees.** “District Fire Employees” shall mean BSO employees permanently assigned to the District who possess the necessary qualifications and experience to provide fire and emergency medical and support services as contemplated herein, and all other BSO employees and all other Persons contracted by BSO, each of whom will, from time to time, provide the Fire and Emergency Medical Services to the District.

l. **District Fire Liaison.** “District Fire Liaison” shall mean the individual that will serve as the BSO Liaison on all fire and emergency medical related issues in the CITY.

m. **District Police Chief.** “District Police Chief” shall mean the individual responsible for supervising all District Police Employees and police activities within the CITY. The District Police Chief shall be the rank of Captain. The District Police Chief will serve as the liaison between CITY and BSO on all police related issues.

n. **District Police Employees.** “District Police Employees” shall mean BSO employees permanently assigned to the District who possess the necessary qualifications and experience to provide police and support services as contemplated herein, and all other BSO employees and all other Persons contracted by BSO, each of whom will, from time to time, provide the police services to the District.

o. **Effective Date.** “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.

p. **Facilities.** “Facilities” shall mean that portion of the Fire Station which is used by BSO and any additional facilities that are owned by the City and used by BSO on a permanent basis to provide police, fire and emergency medical services. The Facilities are listed in the Special Terms and Conditions of this Agreement.

q. **Fire and Emergency Medical Services.** “Fire and Emergency Medical Services” shall mean the aggregate of all fire and emergency medical related services provided by BSO pursuant to this Agreement.

r. **Lien.** “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.

s. **Patrol Zone** shall mean the geographic areas within the District, as determined by BSO in its sole discretion, in which Patrol Deputy Sheriffs are assigned.

r. **Police Services.** “Police Services” shall mean the aggregate of all police related services provided by BSO pursuant to this Agreement.

u. **Renewal Option.** “Renewal Option” shall mean the time period that the agreement may be extended; the number of extensions and the means to exercise such option, as set forth in the Special Terms and Conditions of this Agreement.
v. **Special Detail Management** – are those services that are provided by BSO related to the record keeping and scheduling of Special Detail Services.

w. **Term.** “Term” shall mean the length of this Agreement and any extensions thereto.

x. **Uniformed Deputy.** “Uniformed Deputy” shall mean a uniformed Deputy Sheriff employed by BSO who patrols the District.

2. **STAFFING AND DEPLOYMENT**

The CITY and BSO understand and acknowledge that the staffing levels for the District, which is defined in Section 1(i) to include, but not necessarily be limited to, the geographic area within both the CITY boundaries and the boundaries of BSO District 5, have been mutually agreed upon and represent minimum staffing for the District. It is further understood and acknowledged that the staffing levels and the consideration as set forth herein are based upon the premise that BSO’s services will be provided to the District as a whole, which enables such services to be more effectively and efficiently provided to the CITY and BSO District 5 through combined resources. If for any reason (i.e. annexation, etc.) it is no longer possible or feasible to share resources with District 5 unincorporated, as determined by BSO in its sole discretion, either the CITY or BSO may upon written notice to the other party re-open this Agreement in order to re-negotiate the staffing structure and any resulting adjustments to the consideration. The parties understand and acknowledge that a modification to the staffing structure may result in an adjustment to the consideration payable by the CITY to BSO. The CITY and BSO will act with due diligence and in good faith during the negotiation process. In the event BSO and the CITY are unable to reach an agreement regarding the staffing and/or consideration amendments, either BSO or the CITY shall have the right to terminate the Agreement upon providing the other party with thirty (30) calendar days prior written notice with no right of extension as set forth in Section 17(c) of this Agreement.

a. **Structure.** The staffing structure for the District shall be as set forth in the Special Terms and Conditions of this Agreement and may be modified as set forth herein. The Staffing Structure 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.

b. **Deployment.** BSO shall have the discretion to deploy the staff as necessary to meet the goals and objectives of the CITY. BSO will keep the City Manager informed of the deployment of such personnel.

BSO’s discretion regarding the deployment of the personnel shall be exercised with the intent of providing the most effective police, fire and emergency medical services to the District pursuant to the terms and conditions of this Agreement.

c. **Employment Standards.** BSO shall be responsible for setting employment standards (i.e. hiring, discipline, training) for District Employees consistent with BSO agency standards. BSO is committed to providing the CITY with highly skilled law enforcement, fire and emergency medical personnel to provide police, fire and emergency medical services to the CITY.
d. **Employment Responsibilities.** All District Employees shall be and remain BSO employees, and such employees shall not be considered employees of the CITY for purposes of pension benefits, insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, the CITY shall not be called upon to assume any liability for or direct payment of any salaries, wages, or other compensation, contributions to pension funds, including City Plan contributions for those employees that elected to remain in the City Plan, insurance premiums, workmen’s compensation (Chapter 440, Florida Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any District Employee whatsoever, arising out of BSO’s employment of such Persons and such Persons’ performance of the Services. The CITY and BSO understand and acknowledge that all costs, including the employment related costs, are included in the consideration payable by the CITY to BSO in accordance with this agreement. Notwithstanding anything to the contrary contained herein, CITY shall continue to be responsible for any claims attributed to employees previously employed by the CITY for causes of action incurred during the time the employees were previously employed by the CITY.

e. **Staffing Review and Modifications.** As part of the CITY’s annual budgetary process, BSO shall evaluate the Staffing requirements for the District to determine if the current staffing level and composition adequately meets the City’s goals and objectives. If BSO believes the staffing requirements need to be adjusted, BSO will provide staffing recommendations to the City Manager for review. If both parties agree to the recommended staffing changes, this Agreement shall be re-opened for negotiations regarding its terms and conditions as they relate to the staffing and the Agreement shall be modified accordingly through an amendment executed by both the CITY and BSO with the same formalities as contained herein.

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

In the event the CITY and BSO do not agree upon the Staffing Structure adjustments after good faith negotiations and such unresolved adjustments impact the safety of BSO employees or the public, either the CITY or BSO may proceed pursuant to the dispute resolution procedures set forth herein.

BSO will make a good faith effort to maintain the continuity of BSO staff assigned to the District. BSO acknowledges the benefits associated with such continuity including staff familiarity with the CITY’s residents and their culture.

f. **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 the CITY, including reducing neighborhood crime, helping to reduce any community’s fears regarding crime and creating a public awareness to public safety related issues thus enhancing the quality of life throughout the CITY. It is
further recognized that such a collaborative effort requires law enforcement, fire and emergency rescue personnel that have intimate knowledge of the community. In furtherance of such objective, BSO will make every reasonable effort to maintain the continuity of the District Employees, subject to the transfer provisions set forth herein and to develop and implement community related initiatives.

g. Education. The parties acknowledge the importance of the District Employees’ knowledge of the general make-up of the CITY and its geographic areas, its industrial, business, and residential composition, its City Code of Ordinances, and its public safety issues. BSO shall offer appropriate continuing education to assure that all District Employees are acquainted with the District’s general make-up, geographic areas, industrial, business, City’s Code of Ordinances and residential composition and its public safety related issues. Upon enactment, the CITY shall forward to the District Police Chief and/or the District Fire Chief, as applicable, a copy of new ordinances for training and enforcement purposes.

h. The District Police Chief will make a good faith effort to attend management and City Commission meeting subject to the District Police Chief’s availability. Both parties understand and agree that the attendance of the District Police Chief is essential to maintain the viability and vitality of this Agreement, but also recognize that the District Police Chief may occasionally be unavailable, due to illness, scheduled vacation or scheduled training. In the event the District Police Chief is unable to attend a meeting described herein, the District Police Chief will advise the City Manager of the person(s) authorized to attend in place of the District Police Chief.

3. ASSIGNMENT OF POWERS

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

The CITY currently has a Certificate of Need ("CON") to provide Emergency Medical Services and fire services as provided through the CITY Charter. The CITY does hereby vest in each of the fire rescue personnel who, from time to time, may be assigned to perform fire rescue services in the District, to the extent allowed by law, the powers necessary to implement and carry forth such fire rescue services, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such fire rescue personnel.
4. **QUARTERLY GOALS AND OBJECTIVES**

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

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

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

5. **REPORTS**

In recognition of the CITY’s need to be informed of BSO’s activities, BSO and the City Manager will develop a mutually agreed upon reporting format(s) and reporting period(s), whereby BSO will report its activities to the City Manager. At any time during the term of this Agreement, the City Manager shall have the right to make reasonable modifications to the reporting format(s), reporting content, and reporting period(s).

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

6. **CONSIDERATION**

a. For the period from the Effective Date through the end of the First Fiscal Year, as defined in the Special Terms and Conditions, the annualized consideration amount and the monthly payment amount for police, fire and emergency medical services shall be as set forth in the Special Terms and Conditions, payable on the 1st of each month.
b. For fiscal year beyond the First Fiscal Year, BSO will submit a proposed budget to the CITY on or before the preceding May 1st. The budget will have a summary of major classifications (Personnel Services, Operating Expenses, Capital Outlay, etc.), an estimated average cost per staffing category and any overhead costs that are being considered. The CITY and BSO will negotiate in good faith any adjustments to the Consideration. If the CITY and BSO are unable to reach an agreement regarding the consideration on or before May 31st, either the CITY or BSO may proceed pursuant to the dispute resolution procedures set forth in Section 17 of these General Terms and Conditions. The parties recognize and acknowledge that time is of the essence in resolving this issue. Therefore, the parties agree that final resolution must be reached on or before June 30th.

c. 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.

d. BSO shall reimburse or provide a credit to the CITY for any payment received from the Broward County School Board for School Resource Deputies.

e. 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.

f. In the event BSO subsequently enters into an agreement for police and/or fire and emergency medical services with another municipality in which the terms and conditions related to the Consideration are more favorable to the CITY than those set forth herein, BSO will provide the CITY with written notice of such agreement. Within ninety (90) calendar days after the CITY's receipt of BSO written notice, the CITY may request that the terms and conditions related to the consideration payable under this Agreement be re-opened to negotiations based upon the consideration terms and conditions set forth in the other agreement; however it is understood and agreed that the service level may need to be adjusted to account for any consideration shortfall resulting from the initial transition to the consideration language of the other agreement. The mutually agreed upon revised terms and conditions must be formalized in an amendment to this Agreement executed by the CITY and BSO.

g. The CITY and BSO understand and acknowledge that funding for E-911 communications/dispatch services is not included in the consideration payable by the CITY to BSO pursuant to the terms and conditions contained herein. The funding for E-911 communications/dispatch services is an issue between the CITY and Broward County. The County has taken the position that the CITY must fund the cost of E-911 communications/dispatch services as indicated by its recent correspondence to the CITY. It is understood and acknowledged that BSO cannot continue to provide E-911 communications/dispatch services, unless the necessary funding is received by BSO from the CITY, County or both to provide such services in addition to the funding set forth herein.

h. 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.
i. Upon the occurrence of any of these events, the CITY and BSO will execute an amendment to this Agreement in a timely manner, as necessary to formally address any modifications to the parties’ respective obligations hereunder; however the lack of a fully executed amendment will not change the effective date of such modifications, which will occur on the date funding ceases.

j. BSO will provide the City with detailed quarterly reports (indicating budget amounts, year to date expenditures, variances, etc.), no later than twenty (20) days after the end of each quarter.

7. **FEES AND GRANTS**

The parties acknowledge and agree to the following:

a. BSO shall invoice the recipient of ALS/BLS transport services within thirty (30) calendar days from the date services were rendered in accordance with the fee schedule adopted by the CITY. BSO will return to the CITY all emergency medical services transport fees collected by BSO for services provided pursuant to this Agreement less any third party fees for collection services.

b. The CITY shall invoice, collect and retain fees from property owners for fire inspection and prevention services, including but limited to, fire inspections, plan review, false alarm fees. The fees and charges for providing said services shall be in accordance with the schedule of fees and charges as adopted by the CITY.

c. BSO may invoice, collect, and retain all revenues from those companies or persons directly receiving hazardous materials mitigation services or technical rescue services.

d. BSO shall be entitled to retain fees for: (a) non-CITY sponsored events (b) Emergency Medical Services Standby Services; (c) Fire Protection Standby Services; (d) Fire Prevention Standby Services; (e) Non-CITY Special Event Permits; and (f) After Hour Inspection Services.

e. BSO shall cooperate with the CITY and, to the extent allowable by law, act as the fire and emergency medical 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 carryout 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 fire and emergency medical 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.

8. **VEHICLES, EQUIPMENT AND OTHER PERSONAL PROPERTY**

a. A proportionate share of the marked vehicles assigned to the District shall prominently display on the vehicle’s exterior, the legend of the City name in three (3) to six (6) inch
lettering, in accordance with the BSO standard vehicle markings. In the alternative, CITY may provide, at its expense, its own decal or appliqué for use on all BSO vehicles in the District, with three (3) to six (6) inch lettering with the legend the CITY’s name or similar wording, in a color and font which is harmonious with BSO’s standard lettering on the remainder of the vehicle, along with the CITY’s logo, which shall be of a size consistent with the lettering and which fits in the available space on vehicles. Installation and removal of any such wording and logo shall be at the CITY’s expense. BSO maintains the right to first inspect and approve any such lettering and logo to insure that the font, color and size of the CITY’s proposed lettering and logo meet the department’s specifications and for compliance with professional standards. Said approval shall not otherwise be unreasonably withheld.

b. Capital Replacement.
In the event that capital replacements are necessary, BSO will notify the City Manager of the need for such capital replacement(s) and the CITY, at its cost, will work in cooperation with BSO to provide such replacement within a reasonable time thereafter.

c. Damage to Vehicles
In the event that a vehicle or any equipment is damaged during the term of this Agreement, BSO shall notify the City Manager. All vehicles or equipment damage shall be the responsibility of BSO to repair, unless the need for such repair(s) is the result of the actions or omissions of the CITY or its employees in which case the CITY shall be responsible for the repair.

d. Maintenance
BSO will maintain all vehicles and equipment in accordance with the manufacturer’s specifications and recommendations. BSO shall retain maintenance records and furnish a copy of such records to the CITY upon request of the City Manager. BSO shall use personnel appropriately trained and certified to work on emergency vehicles. All response vehicles must be manufactured pursuant to BSO’s required specifications.

e. Computer Lines
The CITY will not move or remove the computer lines running from the Lauderdales City Hall to the Fire Rescue Station.

9. **FACILITIES**

The CITY agrees to provide BSO with the Facilities as defined in Section 1 (p).

Notwithstanding anything set forth herein to the contrary, City shall retain all dominion and control of the Facilities and BSO shall obtain no possessory interest in the Facilities by virtue of this agreement. BSO’s only activities on or in the Facilities shall be those related to fulfilling its contractual obligations as set forth herein.
BSO shall occupy the Facilities and use the furnishings and equipment contained in the Facilities in connection with performing the Services within the District, at no additional cost to BSO.

BSO shall maintain the Facilities in a clean condition, free from debris; however, normal wear and tear from usage is excepted. BSO shall not destroy, deface, damage, impair, or remove any part of the Facilities. In the event BSO, it employees, agents, or invitees destroy, deface, damage, impair, or remove any part of the Facilities, BSO shall be responsible for repairing or replacing such property.

Except as otherwise provided in the preceding paragraph, the CITY shall maintain and repair all "Structural Components" of the Facilities including, but not limited to, the roof, walls, foundations, sidewalks, floors, windows, ceilings, sprinkler systems, hot water systems, elevators, heating plants, air condition plants, plumbing and electrical systems and components, unless the need for such repairs are caused by the negligence of BSO in which case BSO shall be responsible for such repairs. CITY further agrees to maintain in good repair the parking area and all exterior common areas. CITY shall also make any repairs necessitated by weather-related damage or hazards or by other causes not under BSO's control. CITY shall also make all repairs or changes which may be necessary to make the Facilities and the use herein contemplated comply with applicable laws, ordinances, orders or regulations of any federal, state, county or municipal authority now or hereafter in effect unless specifically exempted therefrom. The CITY shall complete any and all repairs that do not require bidding within sixty (60) days from the date the CITY receives BSO's written notice of the need for such repairs. Major repairs requiring analysis and preparation of bid documents will be accomplished as expeditiously as possible within ninety (90) days after receipt of the BSO's notice of the need for such repairs. Emergencies shall be handled using emergency procurement procedures. "Routine Maintenance and Minor Repairs" shall be the responsibility of BSO up to an aggregate cost of ten thousand dollars ($10,000.00) per fiscal year, and shall include items such as light bulbs, HVAC filters, etc., minor electrical fixtures that do not require a licensed professional or certification; and, minor plumbing components such as toilet and sink valves and parts, shower heads, etc. The CITY shall be responsible for all "Routine Maintenance and Minor Repairs" in excess of ten thousand dollars ($10,000.00) per fiscal year. In the event this provision conflicts with any other provision of this Agreement, this provision shall be controlling.

BSO shall directly pay for all utility costs including, but not limited to, telephone, electric, and water for the Facilities; however these costs will be passed through to the CITY as part of the consideration payable by the CITY to BSO.

The CITY shall provide BSO with adequate parking spaces within reasonable proximity to the Facilities so as not to hinder BSO's ability to perform its obligations set forth herein.

Each party will maintain insurance coverage, as it deems necessary, to cover such party's responsibilities as set forth in Agreement. The adequacy of such coverage shall not limit the party's responsibilities set forth herein.

Upon the expiration or earlier termination of this Agreement, BSO shall surrender possession of the Facilities and all CITY-owned furnishing and CITY-owned equipment within the Facilities that are used by BSO on a permanent basis within the CITY, to the CITY. The Facilities shall be broom clean and in the same condition as received, except
for ordinary wear and tear and items and issues that are the responsibility of the CITY, which BSO was not otherwise obligated to remedy under any provisions of this Agreement.

10. **MUTUAL AID**

BSO and CITY recognize and acknowledge that BSO provides fire/rescue throughout Broward County and such services, at BSO's discretion, may be provided from facilities and with personnel and apparatus located within or outside the municipal boundaries of CITY on a temporary basis.

BSO may develop mutual aid agreements with government agencies within and outside of Broward County to provide improved fire and emergency medical services coordinated operational resources. The City Manager shall be notified of such agreements in a timely manner.

11. **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 11(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 any way 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 316.66 as may be amended from time to time, or as to proceeds and forfeitures arising under the sale or disposition of unclaimed property or under any statutory or common law proceeding to which the CITY would otherwise be entitled, except as limited herein.

c. The CITY and BSO agree that BSO shall be responsible for determining whether asset forfeiture proceedings for property seized within the CITY through active participation of District personnel shall be initiated, except as otherwise indicated herein. Any 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.

d. BSO agrees that any currency seized within the CITY, 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 11(h) herein (hereinafter referred to as the "Funds"). The Funds shall be and shall always remain in the ownership of the CITY and BSO shall not have any right to ownership and control of such Funds. During the term of this Agreement, such Funds may be earmarked for the BSO’s use within the confines of the City, upon approval of the CITY as follows:

1. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the City Manager, BSO may apply to the CITY for the use of such Funds, within the boundaries of the CITY, if such application is in compliance with Florida Statutes.

2. The request shall first be submitted by the District Chief or his designee to the City Attorney for a determination of the legality of the request. The City Attorney shall render an opinion within thirty (30) days of the written request of the CITY.

3. BSO agrees to submit the application to the City Commission for appropriation accompanied by a written certification that the request complies with the provisions of Florida Statutes, 932.7055(4).

4. Upon appropriation, such funds shall be made available to BSO for its designated use within the confines of the City.

e. The parties agree that the decision to dispose of or use tangible personal property seized within the CITY 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 11(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 will 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, BSO may use such personal property in accordance with such approval, however BSO shall then be responsible for all costs incurred in the forfeiture of that personal property.

4. In the event BSO disposes of the property prior to termination of this Agreement, BSO shall allocate the net proceeds from the disposition to the CITY’s Law Enforcement Trust Fund.

5. In the event that this Agreement is terminated and such property is still in use by BSO within or outside the CITY, such property shall be turned over to the CITY.
6. If the CITY decides to dispose of personal property, other than currency, forfeited to the CITY under Chapter 932, Florida Statutes, proceeds of the sale of such property, less costs as described in paragraph 11(h) herein, shall be deposited in the CITY's Law Enforcement Trust Fund. Proceeds from the sale of property deposited in the CITY's Law Enforcement Trust Fund may be designated for BSO's use within the confines of the City, in the same manner as provided in subsection 11(d) above.

f. BSO agrees to notify the CITY of its intent to initiate forfeiture proceedings involving real property seized solely by District staff, prior to the filing of a Complaint for Forfeiture. The CITY shall notify BSO within five (5) business days of any objections it has related to the impending forfeiture proceeding. In the event, the parties are unable to reach a mutually agreed upon decision, the final decision to proceed shall be made by the CITY. The parties agree that the decision to use or dispose of real property seized within the CITY, through active participation of the District's personnel, and subsequently forfeited solely to the District pursuant to Chapter 932, Florida Statutes, shall be in the absolute and sole discretion of the CITY.

1. If the CITY decides to dispose of such real property, proceeds from the sale of the real property shall be deposited into the CITY's Law Enforcement Trust Fund, less any loans, mortgages, liens, costs (as described in subsection 11(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 11(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 11(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 compliant for real property seized within the CITY, BSO's legal staff shall first consult with CITY's legal advisor for authorization to proceed with the forfeiture due to the potential for excessive costs to the CITY from mortgages, liens or other encumbrances on the real property. CITY shall provide BSO with a filing decision on the prospective forfeiture within three (3) working days after obtaining all relevant information from BSO required to adequately evaluate the equity of the seized real property, including, but not limited to, the value of the property and any liens thereon.

i. BSO shall invoice the CITY for all actual costs incurred (excluding attorneys fees) by BSO in the forfeiture action, and the CITY shall have thirty (30) days to pay such invoice;

ii. BSO may apply to the CITY to use such real property, and if approved, BSO may use such real property in accordance with such approval.

iii. In the event that this Agreement is terminated and such property is still in use by BSO, such property shall be turned over to the CITY.
g. In the event that real or personal property is seized within the CITY through active participation of District personnel and the active participation of personnel from other law enforcement agencies, and such property is forfeited to multiple law enforcement agencies pursuant to Chapter 932, Florida Statutes, the decision to use or dispose of such property shall be made by agreement of the participating agencies. If such property is sold, the CITY’s share of the proceeds of such sale, less costs (defined in Section 11(h)) incurred in the seizure, forfeiture, and sale of such property, will 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 11(d), above.

h. Any costs incurred (excluding attorneys fees) 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.

i. CITY shall be responsible to meet all reporting requirements for all forfeiture proceeds under federal and state law, and BSO shall provide all necessary information pertaining to same to CITY in a timely manner for such purpose. BSO will also provide technical assistance to CITY staff if requested with regard to 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 carryout 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.

12. **TOWING**
BSO will use the selected City vendor for all vehicle removal needs when required to remove damaged, stolen, abandoned, and inoperable vehicles from all public roadways and properties within the City limits unless it is determined by BSO that the vendor cannot appropriately preserve evidence in a specific criminal case or the storage of the vehicle is directed elsewhere by the lead law enforcement agency or prosecuting agency in charge if other than BSO. The CITY's agreement with the towing vendor will include provisions that require BSO to be listed as an additional insured on insurance policies meeting the specifications of BSO's Risk Manager. The City's agreement with the towing vendor will also include provisions that any and all BSO vehicles assigned to the District or in need of towing while in the District will be towed at no charge to BSO. BSO shall use the CITY selected towing company of its choice for towing of vehicles seized for forfeiture.

13. **INSURANCE**

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

- General Liability: $1,000,000/$1,000,000.00
- Automobile Liability: $1,000,000/$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. BSO may provide the insurance required in this Section through a self insurance program.

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

14. **DEFAULT**

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

1. Payment. Failure of the Defaulting Party to pay any amount required hereunder, whether for Consideration, taxes, utilities, insurance or any other obligations, within ten (10) days after such is due hereunder; or

2. Performance of Services. Failure of BSO to perform the Services as required herein at any time during the Term;

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

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

5. Default. Failure of the Defaulting Party to perform any covenant, condition, agreement or provision contained in any other agreement or to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.

b. Upon the occurrence and continuance of a Default by the Defaulting Party, the party not in Default (the "Non-Defaulting Party") may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies:

1. Terminate this Agreement pursuant to Section 15 herein; or

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

3. Cure such Default and recover the costs thereof, together with interest thereon at the lesser of 18% or the maximum legal rate permitted by applicable law, from the Defaulting Party; or

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

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

6. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.

c. Interest and Late Charges. Any payments due hereunder, whether for Consideration, rents, taxes, utilities, insurance or any other obligations, overdue for more than ten (10) days shall bear interest from the date due at the lesser of eighteen percent (18%) or the maximum legal rate permitted by Applicable Law. In addition, the Defaulting Party shall pay for the Non-Defaulting Party's administrative and collection expenses incurred in connection therewith, and not as interest, a late charge equal to five percent (5%) of the amount overdue. The terms of this paragraph shall also apply to BSO's payment obligations under this Agreement.

15. **TERMINATION**

a. Either party, at its own discretion, may terminate this Service Agreement for convenience 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. In the event BSO terminates this Agreement for convenience, the CITY shall have the right to extend the Agreement pursuant to the terms and conditions set forth in Section 15(c).
b. In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Agreement immediately; however the CITY shall have the right to extend the term in accordance with the terms and conditions set forth in Section 15(c) of this Agreement if the CITY is the non-breaching party. Material breaches shall include but are not limited to, failure by the CITY to pay BSO pursuant to the consideration provisions set forth in the Special Terms and Conditions of this Agreement, violations of Governing Standards, local or federal laws, the BSO policies and procedures, or the terms and conditions of this Agreement.

c. In the event of this Agreement expires or is terminated, the parties shall render such aid, coordination and cooperation as might be required for an expeditious and efficient termination of service. In such event, BSO and CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from BSO to a City police and/or fire department and to maintain during such period of transition the same high quality of police and fire protection otherwise afforded to the residents of the CITY pursuant to the terms hereof through the expiration or termination date, as applicable. In the event the CITY is transitioning to its own police and/or department as a result of this Agreement (i) expiring; (ii) being terminated by BSO for convenience; or (iii) being terminated by the CITY for cause, the CITY shall have the right to extend the agreement for up to twenty-four (24) months from the effective date of the termination or the expiration date, whichever is applicable. CITY will pay BSO for the costs incurred by BSO during the transition period at the level of staffing determined necessary by BSO. The cost for these services will be negotiated by the City and BSO in a manner consistent with the terms of this Agreement.

d. Termination for Lack of Funds. In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County, Board of County Commissioners, BSO may provide CITY with thirty (30) calendar days written notice of termination. At the expiration of the thirty (30) day notice period as described in the preceding provision, the Agreement shall terminate. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.

If for any reason (i.e. annexation, lack of County funding) it is no longer possible or feasible to share resources with District 5 unincorporated, as determined by BSO in its sole discretion, either the CITY or BSO may upon written notice to the other party re-open this Agreement in order to re-negotiate the staffing structure and any resulting adjustments to the consideration. The parties understand and acknowledge that a modification to the staffing structure may result in an adjustment to the consideration payable by the CITY to BSO. The CITY and BSO will act with due diligence and in good faith during the negotiation process. In the event BSO and the CITY are unable to reach an agreement regarding the staffing and/or consideration amendments, either BSO or the CITY shall have the right to terminate the Agreement upon providing the other party with thirty (30) calendar days prior written notice with no right of extension as set forth in Section 17(c) of this Agreement,

e. 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 listed on the attached Attachment 2 in a like kind condition, normal wear and tear excepted, or a replacement which must be of a like quality, design and condition as the property listed on Attachment 2. Any disagreement between the City and BSO as to the value and condition of the equipment and personal property to be returned shall be settled by an outside appraisal company agreeable to both parties.

16. **INDEMNIFICATION**

a. BSO’S Obligations. To the extent permitted by law, BSO shall indemnify the CITY, its officials, agents, servants and employees from any and all manner of action and actions, cause and causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the negligent acts or omissions of BSO’s employees or agents while acting within the scope of their employment. This covenant and agreement of BSO shall survive the expiration or earlier termination of this Agreement.

b. CITY’S Obligations. To the extent permitted by law, the CITY will indemnify and save harmless BSO of and from any and all fines, suits, claims, demands, penalties, losses and actions (including attorney’s fees) for any injury to persons or damage to or loss of property caused by the negligence or willful misconduct of the CITY or its agents, employees or contractors or when directly resulting from the CITY’s breach of this Agreement. This covenant and agreement of the CITY shall survive the expiration or earlier termination of this Agreement.

c. No Duty of Indemnification. Notwithstanding anything to the contrary contained herein, neither party (the "Indemnifying Party") shall have a duty to hold harmless or indemnify the other (the "Indemnified Party") from liability, suits, cause and causes of action, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or equity, which may result from or arise out of the intentional or negligent acts of the Indemnified Party or its employees, agents or contractors.

d. SOVEREIGN IMMUNITY. BSO and the CITY will 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.

17. **DISPUTE RESOLUTION**

a. If the parties have any disagreement, dispute, breach or claim of breach, non-performance, or repudiation arising from, related to or in connection with this Agreement, including but not limited to either party’s failure or alleged failure to comply with any of the provisions of this Agreement (the "Dispute"), the parties will follow the dispute resolution procedures set forth in this Section 17, it being agreed that for purposes of this Article, any reference to a particular representative of a party will also be deemed to include such particular representative’s duly authorized successor or designee and such other persons as each party deems appropriate.
b. A party will provide written notice to the other party of a Dispute. Within five (5) business days of the giving of such notice of a Dispute, the District Chief or designated Captain and the City Manager will conduct a meeting to attempt to resolve the matter.

c. If the District Chief or designated Captain and the City Manager are unable to reach resolution at the meeting prescribed in Section 17(b) above, then within five (5) business days after such meeting, the Department of Law Enforcement, Executive Director or designee and the City Manager will meet and attempt to resolve the matter.

d. If the Department of Law Enforcement, Executive Director or designee and the City Manager are unable to reach resolution at the meeting prescribed in subsection (c) of this Section 17 above, then within five (5) business days after the meeting or as otherwise agreed, the Sheriff and the City Mayor will meet and attempt to resolve all pending matters in dispute. The parties acknowledge that any agreement reached under this subsection may require subsequent approval by the City Commission and the Sheriff.

e. Each party will bear its own expenses and attorneys fees (if any) in connection with the dispute resolution procedure provided above.

f. If the parties are unable to resolve the Dispute after following the procedures set forth in this Section 17, then, subject to the limitations otherwise provided for in this Agreement, the parties are entitled to pursue all their remedies at law and in equity, and may engage in other dispute resolution procedure such as mediation and/or arbitration upon agreement of the parties.

18. **CONTRACTOR RELATIONSHIP**

CITY hereby retains BSO as an independent contractor to provide Police Services for the CITY, subject to the terms and conditions contained herein. As an independent contractor, BSO shall have discretion and operational oversight regarding the manner and means in which Police Services 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 3 hereof.

19. **NO PARTNERSHIP**

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

20. **REPRESENTATIONS AND WARRANTIES OF CITY**

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

a. The CITY is and 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;

b. This Agreement has been duly executed and delivered by the CITY and constitutes the valid and legally binding obligation of the CITY enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors’ rights generally.

c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which CITY is a party or by which CITY is bound, (b) results in the violation by the CITY of any provision of any Applicable Law applicable to CITY or to which CITY may be subject, (c) violate or conflict with any charter or other document governing the actions of CITY, or (d) require CITY to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The CITY is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

d. No representation or warranty made by the CITY herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

21. **REPRESENTATIONS AND WARRANTIES OF BSO**

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

a. The Sheriff is the duly elected or appointed, qualified and incumbent Sheriff of Broward County, Florida, has and 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 terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;
b. This Agreement has been duly executed and delivered by BSO and constitutes the valid and legally binding obligation of BSO enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.

c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which BSO is a party or by which BSO is bound, (b) result in the violation by BSO of any provision of any Applicable Law applicable to BSO or to which BSO may be subject, (c) violate or conflict with any charter or other document governing the actions of BSO, or (d) require BSO to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. BSO is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

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

e. No representation or warranty made by BSO herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

f. The parties recognize that neither party has the right to modify the terms and conditions of this Agreement (i.e. staffing, consideration), unless such modification is mutually agreed upon through a formal written amendment. Additionally, neither party shall have the right of setoff or the right to reduce its contractual obligation to the other party by amounts in dispute absent a mutual written agreement of the parties, except as otherwise provided herein. Disputes will be handled in accordance with the Dispute Resolution procedures set forth in Section 15 herein.

22. **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.

23. **ACCOUNTING TERMS**

All references in this Agreement to generally accepted accounting principles shall be to such principles as in effect from time to time in the United States of America. All accounting terms used herein without definition shall be used as defined under such generally accepted accounting principles.
24. **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.

25. **DRAFTING**

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

26. **NOTICE**

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

**CITY:**

See Special Terms and Conditions

**BSO:**

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

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

27. **NON-ASSIGNABILITY**

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

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

29. **ENTIRE AGREEMENT**

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

30. **APPLICABLE LAW**

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

31. **WAIVER OF RIGHTS**

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

32. **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.

33. **WAIVER**

No delay in exercising or omission of the right to exercise any right or power by any party hereto shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by either party to or of any act of the other party of a
nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. Payment or receipt of a lesser amount than that due hereunder shall not be deemed to be other than on account of the earliest amount due hereunder. Any endorsement or statement on any check or letter accompanying any check shall not be deemed an accord and satisfaction and the receiving party may accept and negotiate such check or payment without prejudice to that party’s right to recover the balance of the full amount due or pursue any other remedy available hereunder.

34. **FORCE MAJEURE**

If the performance of any covenant, agreement, obligation or undertaking (exclusive of payment or monetary obligations of either party hereunder) required hereunder is delayed, hindered or prevented by reason of strikes, lock-outs, labor troubles, wars, civil commotions, Acts of God, governmental restrictions or regulations or interferences, fires or other casualty, the performance of such covenant, agreement, obligation or undertaking shall be excused and extended and shall not be a Default for the period of such delay, hindrance or prevention.

35. **ATTORNEYS’ FEES**

In the event of any controversy arising under or relating to the interpretation or implementation of this Agreement or any breach thereof, the prevailing party shall be entitled to payment for all costs, paralegal, investigative and attorney’s fees (both trial and appellate) incurred in connection therewith.

36. **THIRD PARTY BENEFICIARY.**

Neither BSO nor the CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

37. **DESCRIPTION OF SERVICES**

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

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

a. Direct Services - are those services that are provided by the District Employees.

b. Indirect Services - are those BSO-provided Non-District Employee services that are centralized within BSO, but provide benefits throughout BSO (including the CITY).
c. Special Detail Services - are those services offered by BSO that allow public and private entities to contract for the services of sheriff's deputies and fire/rescue personnel during off-duty hours.

d. Countywide Services - those services that are funded by Broward County as a countywide service and provided by BSO to any and all Broward County law enforcement agencies and fire and emergency medical services agencies (irrespective of whether they have an agreement with BSO) that requests such service.

Each of these services is detailed further below.

DIRECT SERVICES

1. DIRECT LAW ENFORCEMENT SERVICES:

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

a. Uniformed law enforcement patrol

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

The Patrol Zones may be modified, at BSO’s sole discretion. In order to address the ever-changing law enforcement needs of the City, BSO shall have the discretion to modify the deployment of staff within those patrol zones.

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

The District Police Chief and his/her command staff will be responsible for delivering services to the CITY utilizing BSO’s community policing philosophy, which is based upon the premise that deputies and members of the communities in which they serve create partnerships by working together to solve problems related to quality of life issues.

b. Other Law Enforcement Services

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

1. BSO shall provide public education programs;

2. BSO shall provide law enforcement action (i.e. DUI checkpoints, drug enforcement initiatives) as determined by the District Chief based on trends and statistics within the CITY;

3. The District Chief or designee, as available, will attend and participate at CITY staff meetings, CITY Commission meetings as requested by the City Manager or designee;
4. Upon the request of a homeowners’ association, the District Chief or designee, as available, will attend the association’s membership meeting.

5. Code Enforcement to the extent set forth in Exhibit A.

2. **Direct Emergency Medical Services**

   a. BSO will 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.

   b. The CITY 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.

   c. BSO shall provide emergency medical transportation for all patients requiring transportation to an appropriate hospital emergency department. The BSO shall transport patients to the nearest appropriate receiving facility in accordance with adopted medical protocols and at the discretion of the paramedic.

   d. Training and certification of the BSO’s paramedics shall be the responsibility of the BSO.

   e. BSO shall provide medical control and oversight through the use of a comprehensive continuous quality improvement program as outlined in Chapter 401, Florida Statutes.

3. **Direct Fire Protection Services**

   a. The BSO will 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 A, Special terms and Conditions

   b. Training and certification of the BSO’s firefighters shall be the responsibility of the BSO.

   c. The 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.

   d. The 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. Direct Fire Prevention Services

a. The BSO will provide fire prevention services ("Fire Prevention Services"), to include but not be limited to fire plan review, new construction inspections, annual fire inspection, fire and arson investigation and enforcement of all applicable statutes and codes. The BSO will provide Fire Prevention Services to the CITY with the personnel specifically described in Exhibit A, Special Terms and Conditions.

b. The BSO shall provide, as funded by the CITY, all vehicles, equipment and personnel to perform Fire Prevention Services.

c. The 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.

5. Other Direct Services

a. 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.

b. BSO shall provide a functional computerized fire rescue and emergency medical Records/Information Management System for the purpose of tracking incident information for CITY required reports and providing billing information for emergency medical calls for BSO’s contracted billing agency.

c. 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.

d. BSO shall create and or maintain close working relationships with hospital districts especially Florida Medical Center located within the CITY limits.

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

f. BSO shall maintain throughout the term of this Agreement a Medical Director as required by Chapter 401, Florida Statutes, who shall act as the Medical Director for all BSO’s fire rescue service areas.

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) Enterprise Technology Division;
i) Equal Employment Opportunity Division;
j) Evidence;
k) External Affairs (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) Legal;
r) Labor Relations;
s) Purchasing;
t) Records;
u) Recruitment;
v) Selection and Assessment;
w) Special Detail Management;
x) Reserves and Sheriff's Posse;
y) Victim Services; and
z) Any other services that meet the definition of Indirect Service as determined by BSO.

The cost of indirect services are allocated to this Agreement in accordance with BSO's designated Cost Allocation Plan and included in the consideration set forth in Section 6 herein. In the event the CITY objects to the Cost Allocation Plan and/or any amendments thereto, the CITY may seek resolution of its objection through the Dispute Resolution process set forth in Section 17.

SPECIAL DETAIL SERVICES

BSO shall provide special detail services for special event activities occurring within the CITY in accordance with BSO's Policies and Procedures. BSO shall cooperate with the CITY and follow CITY procedures in the permitting of special events. The CITY agrees to authorize BSO to act as police and/or fire rescue representatives for the CITY in the permitting of special events. Non-CITY Sponsored D Events in which BSO personnel must be dedicated or assigned through a special detail shall be worked out between BSO and the non-CITY sponsoring agency, and all costs for such detail shall be borne by the sponsoring agency and not the CITY.

BSO will provide special detail services for one (1) CITY sponsored events per fiscal year, at no cost to the CITY. For other CITY sponsored events, BSO, in its sole 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 BSO'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. In the event the District Fire 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, the City will be required to request special detail
services through the BSO Special Details Unit in order to receive such services. The cost
of such special detail services to the CITY may be obtained from the BSO’s Special Details
Unit. The selection of BSO personnel to work such detail will be governed by the terms
and conditions of the BSO’s Collective Bargaining Agreement.

The CITY understands that there may be circumstances in which deputies assigned to
patrol must be temporarily reassigned to traffic to supplement special detail deputies.

COUNTYWIDE SERVICES

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

a) Regional narcotics investigations;
b) Career criminal investigation;
c) Multi-agency gang task force operations;
d) Case filing;
e) Marine/diver team;
f) Canine deployment;
g) SWAT team response;
h) Major investigations to include homicide, aggravated felonies, abuse and neglect, sex
   crimes, missing persons, robbery, economic crimes, traffic homicide, bomb and
   arson, environmental crimes, auto theft, fugitive apprehension, crime scene
   technicians and major crime scene technical expertise;
i) Drug enforcement and money laundering; and
j) Strategic intelligence functions;
k) The use of the mounted patrol;
l) Law enforcement technical support services;
m) Street crimes enforcement;
n) Full service crime lab;
o) Helicopter patrol and air rescue services;
p) Prisoner and jail services for municipal ordinance violators;
q) E-911 (law enforcement dispatch), subject to County funding as set forth herein;
r) Hazardous material response services;
s) Technical rescue services for above grade/high angle and below grade rescues; and
t) Any other services, excluding those indirect services listed, BSO generally provides
to other law enforcement, fire and emergency medical services agencies throughout
Broward County, whether they have a contract with BSO or not.

The CITY recognizes that the Board of County Commissioners, Broward County, Florida is
the authority which establishes, allocates or otherwise provides for BSO’s budget year
funding. If in any budget year, funding, for any reason, is not provided sufficient to cover
BSO’s ability to provide the countywide services, as determined by BSO, BSO reserves the
right to notify the CITY accordingly in writing. In such an event, the countywide service
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.

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 C

PAST DUE CONSIDERATION

1. The CITY and BSO hereby formally acknowledge that the remaining consideration due from the CITY to BSO for the period from October 1, 2009 through September 30, 2011, is as follows:

<table>
<thead>
<tr>
<th>Police</th>
<th>Fire</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$4,888,354.47</td>
<td>$4,282,774.82</td>
<td>$9,171,129.09</td>
</tr>
</tbody>
</table>

2. Payment of the above consideration shall be made as follows:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Annual Gross Payment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>2013</td>
<td>$1,150,000</td>
</tr>
<tr>
<td>2014</td>
<td>$1,300,000</td>
</tr>
<tr>
<td>2015</td>
<td>$1,450,000</td>
</tr>
<tr>
<td>2016</td>
<td>$4,271,129</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$9,171,129</td>
</tr>
</tbody>
</table>

| Maximum Interest Payment | $275,134*                  |

| Total Repayment          | $9,446,263                 |

BSO will provide the breakdown of principle and applied interest and the resulting outstanding balance within 30 days of Fiscal Year Close and provide a revised outstanding balance schedule which shall be deemed an amendment to this Exhibit C. Biannual payments shall be made during January and July beginning in 2012 and continuing through 2016 in the amount set forth above for each fiscal year as adjusted for accrued and paid interest on the principle, from time to time.

*The Interest rate will be calculated using the Annual County Pooled-Cash Rate, not to exceed 3%.