



AGENDA

REGULAR COMMISSION MEETING

7:00 PM - Wednesday, September 14, 2022
Commission Chambers

	Page
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA	
5. PRESENTATIONS / PROCLAMATIONS	
5.1. Proclamation for Gary Nereus Retiree Gary Nereus	7
5.2. Proclamation for Suicide Prevention Month Suicide Prevention	8
5.3. Proclamation for Constitutional Week Constitutional Week 2022	9
6. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE	
7. CONSENT AGENDA	
7.1. Approval of Minutes - Town Clerk Martell 07 13 2022 AGENDA REGULAR COMMISSION MEETING iCompass 07 27 2022 REVISED WORKSHOP COMMISSION MEETING MINUTES 08 10 2022 REGULAR COMMISSION MEETING 08 24 2022 WORKSHOP COMMISSION MEETING	10 - 33
7.2. Vehicle Purchasing for the Building Department - Building Official Nunez Agenda Item Report - AIR-22-113 - Pdf	34 - 35
7.3. Building Department Fees FY 2022-2023 - Building Official Nunez Agenda Item Report - AIR-22-121 - Pdf	36 - 45
7.4. Axon Taser - Interim Police Chief Howard Agenda Item Report - AIR-22-107 - Pdf	46 - 53
7.5. 18 In-Car Printers and 100 rolls of Thermal Computer paper for same. Previously approved on Feb 11, 2022 - Interim Police Chief Howard Agenda Item Report - AIR-22-118 - Pdf	54 - 55

- 7.6. S.W. 52nd Avenue - sinkhole repair - Public Services Director Clark 56 - 86
[Agenda Item Report - AIR-22-102 - Pdf](#)
[PS SW 52nd Ave Sink Hole](#)
[Presentation Sw 52nd Ave Sink Hole Presentation-Final](#)
- 7.7. Elevator maintenance - oil change - Public Services Director Clark 87 - 90
[Otis Elevator oil change](#)
- 7.8. Electrical Continuing Service Contract - Public Services Director Clark 91 - 96
[Agenda Item Report - AIR-22-117 - Pdf](#)
[electric services renewal 2022 mpa](#)
8. RESOLUTIONS
- 8.1. Resolution for Award of 47th Year CDBG Preserve Safety Improvement 97 - 99
 - Public Services Director Clark
 RESOLUTION NO. 2022-014
 A RESOLUTION OF THE TOWN COMMISSION OF PEMBROKE PARK, FLORIDA, **SELECTING IMPERIAL ELECTRICAL, INC. FOR THE 47TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM PRESERVE SAFETY IMPROVEMENTS PROJECT FOR RAYMOND P. OGLESBY PRESERVE; AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH IMPERIAL ELECTRICAL, INC. FOR SAID PROJECT; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND DELIVER SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.**
[2022-014 CDBG 47th Year Award Resolution](#)
9. 2ND READING ORDINANCES
- 9.1. Rescind Ordinance 2022-003 Property Rights Element and advertise 100 - 104
Ordinance 2022-006 - Planning Consultant Michael Vonder Meulen
 ORDINANCE NO. 2022-006
 AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING THE TOWN OF PEMBROKE PARK'S ADOPTED COMPREHENSIVE PLAN AS AMENDED; BY ADDING THE PROPERTY RIGHTS ELEMENT; ADDING GOALS, OBJECTIVES, AND POLICIES, PURSUANT TO SECTION 163.3177, FLORIDA STATUTES; PROVIDING SEVERABILITY; RESCINDING AND SUPERSEDING ORDINANCE 2022-003; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**
[2022-003 property rights enacting ord 2022](#)
[2022-006 Approved 09 14 2022 ORDINANCE FINAL TA property rights element](#)
- 9.2. Towing Ordinance - Town Attorney Anderson 105 - 110
 ORDINANCE NO. 2022-007

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA,
**DELETING SECTION 13-7 “PAYMENT OF TOWING AND STORAGE
 FEES PRIOR TO RELEASE OF VEHICLE” WITHIN CHAPTER 13
 “JUNKED, WRECKED AND ABANDONED VEHICLES”;** **UPDATING
 AND AMENDING DIVISION 4 “TOW AWAY ZONES” WITHIN
 CHAPTER 25 “TRAFFIC AND VEHICLES”;** **PROVIDING FOR
 SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF
 ORDINANCES;** SUPERSEDING CONFLICTING ORDINANCES AND
 RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

[Agenda Item Report - AIR-22-095 - Pdf](#)

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|------|---|-----------|
| 9.3. | Unsafe Structures Board - Building Official Nunez
ORDINANCE NO. 2022-008 | 111 - 139 |
|------|---|-----------|

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA,
**AMENDING AND UPDATING ARTICLE VII “UNSAFE BUILDINGS”
 WITHIN “CHAPTER 5 – BUILDINGS AND BUILDING REGULATION”
 OF TOWN’S CODE BY ADDING A SECTION ESTABLISHING THE
 TOWN’S OWN UNSAFE STRUCTURES BOARD; PROVIDING FOR
 SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF
 ORDINANCES;**SUPERSEDING CONFLICTING ORDINANCES AND
 RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

[Agenda Item Report - AIR-22-092 - Pdf](#)

[2022-008 UNSAFE STRUCTURES BOARD](#)

- | | | |
|------|--|-----------|
| 9.4. | Addition to Noise Ordinance (Chapter 17) - Building Official Nunez
ORDINANCE NO. 2022-009 | 140 - 146 |
|------|--|-----------|

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA,
**AMENDING AND UPDATING “CHAPTER 17 – NOISE” OF TOWN’S
 CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR
 INCLUSION IN THE CODE OF ORDINANCES;**SUPERSEDING
 CONFLICTING ORDINANCES AND RESOLUTIONS; AND
 PROVIDING AN EFFECTIVE DATE.

[Agenda Item Report - AIR-22-093 - Pdf](#)

[2022-009 noise ordinance](#)

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|------|---|-----------|
| 9.5. | Ordinance Amending Section 28-279 of the Code - Town Attorney
Anderson
ORDINANCE NO. 2022-010 | 147 - 150 |
|------|---|-----------|

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA,
**AMENDING SECTION 28-279 “RESPONSIBILITY
 FOR CONNECTION TO TOWN SYSTEM” WITHIN CHAPTER 28
 “ZONING” AND MOVING THE SECTION TO CHAPTER 26
 “UTILITIES”;**PROVIDINGFOR
**SEVERABILITY;PROVIDINGFORINCLUSIONIN THE CODE OF
 ORDINANCES;** SUPERSEDING CONFLICTING ORDINANCES AND
 RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

[Agenda Item Report - AIR-22-098 - Pdf](#)

10. NEW BUSINESS

- 10.1. Approval of Special Magistrate Andre McKenney - Town Attorney 151 - 156
Anderson, Chief Code Enforcement Officer Ramirez

Approve Appointment of Andre McKenney as Special Magistrate
[Agenda Item Report - AIR-22-111 - Pdf](#)

- 10.2. Holiday Lighting - Public Services Director Clark 157 - 184

We are recommending approval.
[Holiday Lighting](#)
[AHD-Pembroke Park presentation-2021](#)

- 10.3. Procedure for Requesting Utility Box Wrapping from Broward County - 185 - 202
Public Services Director Clark

For Information and Seeking Commission Directives
[Agenda Item Report - AIR-22-115 - Pdf](#)

- 10.4. Asphalt replacement - S.W. 55th Avenue, S.W. 33rd and 34th Street - 203
Public Services Director Clark

[Weekly Asphalt 55th Ave](#)

- 10.5. South Park Road - repairs related to emergency forcemain break - 204 - 218
Public Services Director Clark

Informational purposes
[Agenda Item Report - AIR-22-124 - Pdf](#)

- 10.6. Building Department Relocation to the Third Floor - Building Official 219 - 221
Nunez

Commission gave directive to continue.

Commission to approve this request
[Agenda Item Report - AIR-22-114 - Pdf](#)

- 10.7. Authorization to Foreclose on Code Enforcement Liens - Chief Code 222 - 224
Enforcement Officer Ramirez

Approve foreclosure on the attached list of code enforcement liens
[Agenda Item Report - AIR-22-125 - Pdf](#)

- 10.8. Lobbyist contracts - Town Manager Jimenez 225 - 239

[Capital Hill Contract](#)
[Lobbyist CASGS 2022-2023 Lobby Agreement PembrokePark](#)
[Lobbyist DC Strategies Contractual Agreement 2022-2023](#)
[Lobby TPP Tidewater Contract 2023](#)

[Lobbyist HELMICH Contract Renewal 2022](#)

- 10.9. BSO Fire Services - Town Attorney Anderson 240 - 272
- Staff Recommends Approval
[Agenda Item Report - AIR-22-109 - Pdf](#)
- 10.10. Teletype Contract for the Police Department - Police Chief Howard 273 - 277
[Police Teletype Pembroke Park Services Agreement - FCIC and NCIC Services](#)
11. OLD BUSINESS
- 11.1. BSO Interim Police Services Contract - Town Attorney Anderson 278 - 318
- Staff Recommends Approval
[Agenda Item Report - AIR-22-108 - Pdf](#)
[BSO Proposal for Stand Alone Police Department without West Park](#)
- 11.2. Hire David Howard - Mayor Jacobs 319 - 331
[David A. Howard Professional Resume REDACTED](#)
[Howard - Chief Contract - July 2022](#)
12. DISCUSSION
- 12.1. Time Clock - Mayor Jacobs
- 12.2. Integrity - Mayor Jacobs
- 12.3. Town Attorney - Mayor Jacobs 332 - 713
[BSO emails August 15-31](#)
[BSO Aug 11 - July 22 2022](#)
[BSO July 21 - Jan 13 2022](#)
- 12.4. Discuss utilizing an independent Attorney - Mayor Jacobs
- 12.5. Consider providing the Public Services Department with \$100,000.00 for repairs - Clerk Commission Hodgkins
13. TOWN CLERK COMMENTS
- 13.1. Election information and sound system update - Town Clerk Martell
14. ATTORNEY REPORTS
15. TOWN MANAGER REPORTS
16. COMMISSION REPORTS
Clerk Commissioner Hodgkins
Vice Mayor Dieuveille
Mayor Jacobs
17. ANNOUNCEMENTS

- 17.1. Special Magistrate Hearing, Wednesday, September 21, 2022
Final Budget Hearing, Wednesday, September 28, 2022 at 5:00 PM
Workshop Commission meeting, Wednesday, September 28, 2022 at 6:00 PM
Regular Commission meeting, Wednesday, October 12, 2022 at 7:00 PM

18. ADJOURNMENT

IN ACCORDANCE WITH THE PROVISIONS OF F.S. SECTION 286.0105, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

ANY PERSON REQUIRING AUXILIARY AIDS AND SERVICES AT THIS MEETING MAY CALL THE TOWN CLERKS OFFICE AT 954-966-4600 AT LEAST TWO CALENDAR DAYS PRIOR TO THE MEETING. IF YOU ARE HEARING OR SPEECH IMPAIRED PLEASE CONTACT THE FLORIDA RELAY SERVICES BY USING THE FOLLOWING NUMBERS: 1-800-955-8770 (VOICE) OR 1-800-955-8771 (TDD)

DECORUM - ALL COMMENTS MUST BE ADDRESSED TO THE COMMISSION AS A BODY AND NOT TO INDIVIDUALS. ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS, OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE COMMISSION, SHALL BE BARRED FROM FURTHER AUDIENCE BEFORE THE COMMISSION BY THE PRESIDING OFFICER, UNLESS PERMISSION TO CONTINUE OR AGAIN ADDRESS THE COMMISSION IS GRANTED BY THE MAJORITY VOTE OF THE COMMISSION MEMBERS PRESENT. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OR IN OPPOSITION TO A SPEAKER OR HIS/HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE ALLOWED IN THE COMMISSION CHAMBERS. PLEASE MUTE OR TURN OFF YOUR CELL PHONE OR PAGER AT THE START OF THE MEETING. FAILURE TO DO SO MAY RESULT IN BEING BARRED FROM THE MEETING. PERSONS EXITING THE CHAMBER SHALL DO SO QUIETLY.

Marlen D. Martell
Town Clerk

TOWN OF PEMBROKE PARK



**PROCLAMATION
of Retirement**

GARY NEREUS

WHEREAS: *we are here today to express special recognition to Gary Nereus and to honor him for his dedicated twenty-five-year service career with the Town of Pembroke Park; and*

WHEREAS: *Gary began his career on October 6, 1997, as a Laborer and rose through promotion to the position of Superintendent of, the Sewer Department; and*

WHEREAS: *Gary has proven himself to be a contributing team member to the Town of Pembroke Park with vast knowledge of the Town’s infrastructure and master of the water and sewer system; and*

WHEREAS: *Gary has worked constantly for the betterment of the Town of Pembroke Parks Public Works Department and the community; and*

WHEREAS: *the Commissioners of Pembroke Park wishes to express its sincere appreciation to Gary for his dedication to the outstanding performance of his duties during his tenure; and*

WHEREAS: *this proclamation is presented to Gary to serve as a reminder that although he is retiring, he will always be remembered as a valued employee dedicated to his position and our community.*

NOW, THEREFORE WE, *Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuville and Clerk Commissioner William R. Hodgkins by virtue of the authority vested by the Town of Pembroke Park, do hereby present this Proclamation to Gary Nereus as a testimonial to the faithful and dedicated services which he has performed for the past 24 years, with our best wishes for the continued success and happiness in the future. Congratulations on your Retirement!*

Dated this 14th day of September, 2022.

Geoffrey Jacobs Mayor

Reynold Dieuville Vice Mayor

William R. Hodgkins Clerk Commissioner

TOWN OF PEMBROKE PARK



PROCLAMATION

SUICIDE PREVENTION MONTH

WHEREAS, the TOWN OF PEMBROKE PARK COMMISSION is firmly committed to raising awareness about Suicide Prevention in the Town of Pembroke Park and Broward County.

WHEREAS, the month of September is nationally recognized as *Suicide Prevention Awareness Month*.

WHEREAS, more than 40,000 Americans die by suicide each year. In Florida, a person dies by suicide every two hours on average. Suicides in Florida far outnumber homicides.

WHEREAS, suicide is a national epidemic costing the lives of 6,000 Veterans each year and is a leading cause of death for first responders. Firearms are the leading method of suicide in Florida and the most lethal method. Access to a gun triples the risk of death.

WHEREAS, the American Academy of Pediatrics, the Children's Hospital Association, and the American Academy of Child and Adolescent Psychiatry have declared a national emergency in child mental health.

WHEREAS, suicide is the second leading cause of death for children, adolescents, and young adults age 10 to 24 years.

WHEREAS, it is critical to recognize the signs of depression that may lead to thoughts of suicide including: speaking about wanting to die, feelings of isolation or hopelessness, increased use of drugs or alcohol, and severe mood swings.

WHEREAS, it is critical to recognize the best methods to prevent suicide when a person is in crisis: ask if the person is thinking of taking their life; keep them safe and remove their access to lethal means such as poisons, prescription drugs, and firearms; get them professional help. In Florida, dial 2-1-1 or call the National Suicide Prevention Lifeline 1- 800-273-8255 or text 741741.

WHEREAS, the League of Women Voters of Broward County has provided significant leadership in suicide prevention through community education and creation of their *Lock It Up!* gun safety program.

WHEREAS, the Florida Chapter of the American Academy of Pediatrics has provided significant leadership in suicide prevention through community education and programming.

THEREFORE, BE IT RESOLVED that THE PEMBROKE PARK TOWN COMMISSION designates the month of September as Suicide Prevention Month and enthusiastically supports the mission of *Lock It Up!*, and the League of Women Voters of Broward County Gun Safety Committee, as well as the Florida Chapter of the American Academy of Pediatrics, by encouraging safe storage of firearms and removal of other lethal means to prevent suicide.

Dated this 14th day of September 2022.

Geoffrey Jacobs Mayor

Reynold Dieuveille Vice Mayor

William R. Hodgkins Clerk Commissioner

TOWN OF PEMBROKE PARK



**PROCLAMATION
CONSTITUTION WEEK
September 17th thru 23rd 2022**

WHEREAS: *The Constitution of the United States of America, the guardian of the liberties, embodies the principles of limited government in a republic dedicated to rule by law; and*

WHEREAS: *September 17th, 2022, mark the two hundred and thirty-fifth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and*

WHEREAS: *it is fitting and proper to accord official recognition to the magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and*

WHEREAS: *Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as*

Constitution Week; and

NOW, THEREFORE I, Geoffrey Jacobs, Mayor along with the Town of Pembroke Park Commission, do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK and ask our citizens to reaffirm the deals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

GEOFFREY JACOBS, MAYOR

REYNOLD DIEUVEILLE, VICE MAYOR

**WILLIAM (BILL) HODGKINS
CLERK-COMMISSIONER**



TOWN OF PEMBROKE PARK

3150 SW 52 Avenue, Pembroke Park, FL 33023
Broward (954) 966- 4600 - Fax (954)966-5186

REGULAR COMMISSION MEETING MINUTES Wednesday, July 13, 2022 at 7:00 PM

Mayor Geoffrey Jacobs
Vice Mayor Reynold Dieuveille
Clerk Commissioner William Hodgkins

Town Manager JC Jimenez
Town Attorney Melissa P. Anderson
Town Clerk Marlen D. Martell

1 CALL TO ORDER Meeting called to order at 7:19 PM.

2 PLEDGE OF ALLEGIANCE

3 ROLL CALL The meeting was called to order at 7:19 pm by Mayor Jacobs. Present at the meeting were Geoffrey Jacobs, Mayor; Reynold Dieuveille, Vice Mayor; and Williams Hodgkins, Clerk Commissioner.

Additional staff in attendance were JC Jimenez, Town Manager; Melissa Anderson, Town Attorney; Marlen Martell, Town Clerk; Suzi Reutlinger, Assistant to Town Clerk; Robert Clark, Public Services Director; Miguel Nunez, Building Official; David Howard, Interim Chief of Police; Joseline Ramirez, Chief Code Enforcement Officer; Joy Brown, Executive Assistant to the Chief of Police and Commission/Events Coordinator; Lucie Manzerolle, Building Manager; Mark Pakula, Information Technology Director; Cai Schwartz, Town Planner; Bill Gordon, Captain; Marc Tallentire, Officer; Wade Douty, Sergeant; and Ra Shana Dabney-Donovan, Major.

4 ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA ADDED 11.6 HR DIRECTOR

Items 11.6 moved to 5.1, 11.7 moved to 5.2, 11.8 moved to 5.3; item 11.9 moved to 5.4 and item 11.10 moved to 5.5

4.1 ACCEPT AGENDA WITH ADDED CHANGES

MOTION TO APPROVE AGENDA WITH ADDED CHANGES

**MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUEVILLE,
SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION
PASSED 3-0.**

Town of Pembroke Park
Regular Commission Meeting
July 13, 2022

5 PRESENTATIONS / PROCLAMATIONS

5.1 / 11.6 Clarification/cost/video - Clerk Commissioner Hodgkins

/document/12160/?splitscreen=true&media=true

2:39:51

VIDEO SHOWN

5.2 / 11.7 Consultant Report on Police Department - Clerk Commissioner Hodgkins

5.3 / 11.8 Something to consider (Mayor Jacobs) - Clerk Commissioner Hodgkins

5.4 / 11.9 Taxes - Clerk Commissioner Hodgkins

Town Clerk to email all Commissioners Ad Valorem Tax comparison

5.5 / 11.10 Democratic, systematic choice - Clerk Commissioner Hodgkins

6 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

David Roach spoke on record

Erik Morrisette spoke on record

Larry Bernard spoke on record

7 CONSENT AGENDA

7.1 Meeting Minutes

June 8, 2022, Regular Commission Meeting

June 22, 2022, Workshop Commission Meeting

7.2 Purchase of remainder of police fleet - Interim Police Chief Howard

Cost of \$22,000.00 needs to be added to the police fleet

7.3 Dump Trailers - Public Services Director Clark

7.4 Surplus vehicles & equipment - Public Services Director Clark

7.5 Sewer lift station repair - Public Services Director Clark

7.6 Lake Shore Drive - annual reimbursement for maintenance - Public Services

Director Clark

7.7 Purchase of Bypass Pump - Public Services Director Clark

7.8 Public Works Auxiliary Storage Facility for Police Station Build-Out - Public Services

Director Clark

7.9 Interim Finance Director - Interim Finance Director Noel

Salary adjustment

Town of Pembroke Park
Regular Commission Meeting
July 13, 2022

7.10 Approval of budget and personnel recommendation by Interim Police Chief Howard
PPPD budget of \$3,773,361.00

Staffing: 3 officers and a sergeant = (4) per shift = 96 work hours per day (12 officers),
(24 total staff)

7.11 Motion to approve consent agenda

Motion to approve consent agenda

**MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE,
SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION
PASSED 3-0.**

8 RESOLUTIONS

8.1 Resolution for the millage rate and to set budget hearing dates - Town Manager
Jimenez

RESOLUTION NO. 2022-009

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, ADOPTING **A TENTATIVE MILLAGE RATE FOR FISCAL YEAR
2022-23** AND PROVIDING AN EFFECTIVE DATE.

Approval of Resolution No. 2022-009

**MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE,
SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION
PASSED 3-0.**

8.2 Finance Director - Town Manager Jimenez

RESOLUTION NO. 2022-008

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, **APPOINTING ROY BROWN AS FINANCE AND BUDGET
DIRECTOR FOR THE TOWN OF PEMBROKE PARK;** SUPERSEDING
CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

Motion to appoint Roy Brown as Finance Director at the salary offered of \$118,000.00

**MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS,
SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 2-1
MAYOR GEOFFREY JACOBS OPPOSED.**

8.3 Resolution Declaring "Zoning in Progress" for Medical Marijuana Dispensaries -
Town Attorney Anderson

RESOLUTION NO. 2022-010

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, **DECLARING ZONING IN PROGRESS PERTAINING TO THE
AMENDMENT AND DEVELOPMENT OF LAND DEVELOPMENT REGULATIONS
PERTAINING TO MEDICAL MARIJUANA DISPENSARIES, MEDICAL MARIJUANA
RETAIL CENTERS AND MEDICAL MARIJUANA TREATMENT CENTERS WITHIN
THE TOWN; PROVIDING THAT WHILE ZONING IN PROGRESS IS IN EFFECT THE**

TOWN SHALL NOT ACCEPT NOR PROCESS APPLICATIONS FOR DEVELOPMENT ORDERS OR PERMITS, AMENDMENTS TO SITE PLANS, OR OTHER ZONING APPLICATIONS, WHETHER ADMINISTRATIVELY OR OTHERWISE FOR MEDICAL MARIJUANA DISPENSARIES, MEDICAL MARIJUANA RETAIL CENTERS AND MEDICAL MARIJUANA TREATMENT CENTERS WITHIN THE TOWN; PROVIDING FOR WAIVERS FOR THE PROCESSING OF APPLICATIONS AND THE APPROVAL OF DEVELOPMENT ORDERS OR PERMITS FOR MEDICAL MARIJUANA DISPENSARIES, MEDICAL MARIJUANA RETAIL CENTERS AND MEDICAL MARIJUANA TREATMENT CENTERS WHICH HAVE APPLICATIONS DEEMED BY THE TOWN TO BE IN ALREADY IN PROCESS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mike Vonder Meulen spoke on record

Motion to approve Resolution 2022-010 the "Zoning in Progress" Resolution

**MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE,
SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION
PASSED 3-0.**

9 ORDINANCES - 1ST PUBLIC HEARING

9.1 Rescind Ordinance 2022-003 Property Rights Element and advertise Ordinance 2022-006 - Planning Consultant Michael Vonder Meulen

ORDINANCE NO. 2022-006

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING THE TOWN OF PEMBROKE PARK'S ADOPTED COMPREHENSIVE PLAN AS AMENDED; BY ADDING THE PROPERTY RIGHTS ELEMENT; ADDING GOALS, OBJECTIVES, AND POLICIES, PURSUANT TO SECTION 163.3177, FLORIDA STATUTES; PROVIDING SEVERABILITY; RESCINDING AND SUPERSEDING ORDINANCE 2022-003; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Mayor Jacobs opened for public comment-NONE

Mayor Jacobs closed public comment

Motion to adopt Ordinance 2022-006

**MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE,
SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION
PASSED 3-0.**

10 ORDINANCES - 2ND FINAL PUBLIC HEARING

10.1 Proposed Building Standards Ordinance (Ch. 5) Changes and Addition - Building Official Nunez

ORDINANCE NO. 2022-004

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING AND UPDATING "CHAPTER 5 – BUILDINGS AND BUILDING REGULATION" "OF TOWN'S CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN

THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Mayor Jacobs opened for public comment - none

Mayor Jacobs closed for public comment

MOTION TO APPROVE ORDINANCE 2022-004

**MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE,
SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION
PASSED 3-0.**

10.2 Proposed Changes to the Floodplain Ordinance - Building Official Nunez

ORDINANCE NO. 2022-005

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING AND UPDATING CHAPTER 10 “FLOOD PREVENTION AND PROTECTION” OF TOWN’S CODE**; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Mayor Jacobs opened for public comment

Erik Morrisett spoke on record

Mayor Jacobs closed public comment

Motion to Approve Ordinance No. 2022-005

**MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE,
SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION
PASSED 3-0.**

11 NEW BUSINESS

11.1 Police Organizational Chart - Interim Police Chief Howard

Motion to approve Police Organizational Chart

**MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS,
SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.**

11.2 A&B Recycling-Authorization to Foreclose - Town Attorney Anderson

Motion to authorize foreclosure and fines

**MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS,
SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.**

11.3 Award Selection and Recommendation for ITB 22-05 CDBG 47th Year - Preserve Safety Improvements Project Award - Public Services Director Clark

Motion to award bid package to Imperial Electrical, Inc., in an amount not to exceed \$129,960.00

**MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE,
SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION
PASSED 3-0.**

11.4 Award Selection and Recommendation for ITB 22-07 SW 32nd Street Asphalt Replacement - Public Services Director Clark

Motion to award bid package to Weekly Asphalt Paving, Inc. in an amount not to exceed \$40,000.00

Motion to award bid package ITB 22-07 SW 32nd Street to Asphalt Paving, Inc. in an amount not to exceed \$40,000.00

**MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE,
SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION
PASSED 3-0.**

11.5 Lift Station 15 Replacement Change Order #1 - Public Services Director Clark
MOTION TO APPROVE \$19,800.00 FOR CONTINUOUS CONSTRUCTION ON LIFT STATION 15.

**MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE,
SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION
PASSED 3-0.**

11.6 HR Director

MOTION TO HIRE BABETTE FRIEDMAN AS HR DIRECTOR AT \$115,00.00

**MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS,
SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.**

11.7 Premium Pay for Public Service Maintenance Employees during COVID

Item placed as a line item for the next Regular Commission Meeting

Amount to be determined by Town Manager

12 OLD BUSINESS

12.1 Town Attorney - Mayor Jacobs

Item moved to the August 10, 2022 meeting

13 DISCUSSION

13.1 Police Department Update and Grant Update - Mayor Jacobs

14 ATTORNEY REPORTS Town Attorney Anderson will be out July 27th, Jake Horowitz will be stepping in for the Attorney at the Commission Workshop.

15 TOWN MANAGER REPORTS Town Manager seeking direction to approve attending the ICMA Conference. (APPROVED)

16 COMMISSION REPORTS

Clerk Commissioner Hodgkins - None

Vice Mayor Dieuville - Vice Mayor Dieuville stated that he was impressed with the Police Department and the progress being made.

Mayor Jacobs - Mayor Jacobs thanked Joy Brown and other Town Employees for a successful Food Drive

17 ANNOUNCEMENTS

17.1 Special Magistrate Hearing, Wednesday, July 20, 2022 at 9:00 AM

Charter Review Committee, Monday, July 25, 2022 at 6:00 PM

Workshop Commission meeting, Wednesday, July 27, 2022 at 6:00 PM

Back to School Event, Saturday, August 6, 2022 from 11 AM to 3 PM

Food Drive, Saturday, August 13, 2022 from 11 AM to 3 PM at the Raymond P. Oglesby Park

18 ADJOURNMENT With no further items for discussion, meeting adjourned at 9:44 PM

ATTEST:

Marlen D. Martell, Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (tdd).

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

Town of Pembroke Park
Regular Commission Meeting
July 13, 2022



TOWN OF PEMBROKE PARK

Workshop Commission
Meeting

Commission Chambers

3150 SW 52 Avenue

Pembroke Park, FL. 33023

Wednesday, July 27, 2022

6:00 PM

Mayor Geoffrey Jacobs

Vice Mayor Reynold Dieuville

Clerk Commissioner William Hodgkins

Town Manager JC Jimenez

Town Attorney Melissa P. Anderson

Town Clerk Marlen D. Martell

WORKSHOP COMMISSION MEETING MINUTES

1 CALL TO ORDER Meeting called to order at 6:06 PM

2 PLEDGE OF ALLEGIANCE Led by Mayor and Commissioners

3 ROLL CALL The meeting was called to order at 6:06 pm by Mayor Jacobs. Present at the meeting were Geoffrey Jacobs, Mayor; Reynold Dieuville, Vice Mayor; and Williams Hodgkins, Clerk Commissioner.

Additional staff in attendance were JC Jimenez, Town Manager; Melissa Anderson, Town Attorney; Roy Brown, Finance & Budget Director; Marlen Martell, Town Clerk; Robert Clark, Public Services Director; Myriam Jacques, Deputy Public Services Director; Miguel Nunez, Building Official; Mark Pakula, Information Technology Director; Lucie Manzerolle, Building Manager; David Howard, Interim Chief of Police; Joy Brown, Executive Assistant to the Chief of Police and Commission/Events Coordinator; Joseline Ramirez, Chief Code Enforcement Officer; Bill Gordon, Captain; Cai Schwartz, Town Planner; Lisa Canon, Code Enforcement/ BTR; Marc Tallentire, Officer; Ra Shana Dabney-Donovan, Major; and Wade Douty, Sergeant.

4 ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA Added 17.8
Retroactive pay for Executive Assistant to the Commission and Interim Chief of Police
and Events Coordinator Joy Brown.

5 PRESENTATIONS

5.1 Lobbyist Update - Lobbyist Sigerson
DAVE SIGERSON SPOKE ON RECORD. REPORT WAS SUBMITTED FOR
COMMISSION REVIEW.

6 REPORTS OF COMMITTEES AND CITY STAFF

6.1 Broward Sheriff's Office - Captain Coker, Lt. Gerald Charles
CAPTAIN STEPHANIE COKER SPOKE ON RECORD. REPORT WAS SUBMITTED
FOR COMMISSION REVIEW.

6.2 Fire Department - Chief Kane
CHIEF KANE SPOKE ON RECORD. REPORT WAS SUBMITTED FOR COMMISSION
REVIEW.

7 BUILDING DEPARTMENT - BUILDING OFFICIAL NUNEZ

7.1 MONTHLY STATUS REPORT – JUNE 2022
REPORT SUBMITTED FOR COMMISSION REVIEW.

7.2 Addition to Noise Ordinance (Chapter 17)
ITEM PLACED AS A LINE ITEM ON NEXT AGENDA.

7.3 UNSAFE STRUCTURES BOARD
ITEM PLACED AS A LINE ITEM ON NEXT AGENDA.

8 CODE ENFORCEMENT - CHIEF CODE ENFORCEMENT OFFICER RAMIREZ

8.1 Code Enforcement Monthly Report - June 2022
REPORT WAS SUBMITTED FOR COMMISSION REVIEW.

9 FINANCE DEPARTMENT NONE

10 POLICE DEPARTMENT - INTERIM POLICE CHIEF HOWARD

10.1 BODY WORN CAMERA (BWC)
ITEM PLACED ON CONSENT WITH AN AMOUNT NOT TO EXCEED \$140,000.00.

11 PLANNING CONSULTANT REPORT WAS SUBMITTED FOR COMMISSION REVIEW.

12 HUMAN RESOURCES AUGUST 15, 2022 HR DIRECTOR TO START.
HR DIRECTOR TO HIRE PUBLIC SERVICES EMPLOYEE.

13 IT DEPARTMENT - IT DIRECTOR PAKULA NONE

14 PUBLIC SERVICES DEPARTMENT - PUBLIC SERVICES DIRECTOR CLARK

14.1 Public Services Department July 2022 Report
REPORT SUBMITTED TO THE COMMISSION FOR REVIEW.

14.2 Piggyback contract for School Crossing guard services
POLICE DEPARTMENT IS ADDRESSING THIS ISSUE.

14.3 Raymond P. Oglesby Preserve - fitness trail, playground, and splash pad
ITEM TABLED.

14.4 Raymond P. Oglesby Preserve - roof repair
MOVED TO CONSENT.

14.5 Emergency generator for Town Hall
MOVED TO LINE ITEM.

14.6 Restroom renovations
OBTAIN ESTIMATES FROM VENDORS.
MEETING RECESS AT 7:37 PM
MEETING RESUMED AT 7:59 PM

14.7 Patrick Behan Park - roof repairs
ITEM TABLED TO NEXT WORKSHOP.

14.8 Stormwater Master Plan
MOVED TO CONSENT.

14.9 FPL Generator for Town Hall & Stormwater Pump Station #1 - Public Services
Director Clark
ITEM WAS TABLED.
ITEM POSTPONED UNTIL THERE IS A FINANCE DIRECTOR TO REVIEW.

14.10 Proposal for the Wastewater Master Plan Update - Public Services Director Clark
ITEM MOVED TO CONSENT.

14.11 Town Assessment - Public Services Director Clark
MOVED TO LINE ITEM.

15 OLD BUSINESS

16 NEW BUSINESS

17 DISCUSSION

17.1 Removal of fence in Oglesby Preserve Park - Mayor Jacobs
DIRECTION - REMOVE FENCE AND CONNECT SIDEWALK.

17.2 Christmas lights at the park event - Mayor Jacobs
PUBLIC SERVICES TO PROVIDE ESTIMATE.

17.3 Repair and/or renovation of the Preserve Parks Building - Vice Mayor Dieuveille
PUBLIC SERVICES TO PROVIDE ESTIMATE.

17.4 Add speed humps on 52 Avenue - Vice Mayor Dieuveille
PUBLIC SERVICES BRING BACK SOLUTIONS AT NEXT MEETING.

17.5 Low lying cable lines throughout the Town - Vice Mayor Dieuveille
CONTACT CABLE COMPANY.

17.6 Decorative wrapping of traffic boxes - Vice Mayor Dieuveille
BRING FORTH AT NEXT MEETING.

17.7 Employment of David A. Howard as Police Chief - Mayor Jacobs
CONSENSUS WAS FOR THE TOWN ATTORNEY TO REVIEW THE CONTRACT
AND TO BRING BACK AT A FUTURE MEETING.

17.8 Retroactive pay for Joy Brown - Mayor Jacobs
ITEM MOVED TO CONSENT.

17.9 Third Amendment to memorandum of understanding regarding collaborative study and
subsequent development of an integrated solid waste and recycling system - Mayor Jacobs
ITEM PLACED AS A LINE ITEM.

18 TOWN CLERK COMMENTS Town Clerk provided a positive reinforcement poem

19 ATTORNEY COMMENTS

19.1 Towing Ordinance

ITEM FORWARDED TO NEXT MEETING AS A LINE ITEM.

20 TOWN MANAGER COMMENTS

21 COMMISSIONER COMMENTS

21.1 Clerk Commissioner Hodgkins -none

Vice Mayor Dieuville - Drove thru Town and has pictures to share with the Manager

Mayor Jacobs - Requested to obtain status of Town grants, expired contracts, and other items that have lacked determination in the past.

22 ANNOUNCEMENTS

22.1 State Representative Marie Woodson "Preventing the rise of Gun Violence,"
Saturday, August 6, 2022 from 5:30 PM to 7:30 PM at the Washington Park Community
Center at 5199 Pembroke Park, Hollywood, FL

Regular Commission Meeting, Wednesday, August 10, 2022 at 7:00 PM

Food Drive on Saturday, August 13, 2022 at 11:00 AM

Special Magistrate Hearing, Wednesday, August 17, 2022 at 9:00 AM

Back to School, Saturday, August 20, 2022 from 11:00 AM to 3:00 PM

Workshop Commission Meeting, Wednesday, August 24, 2022 at 6:00 PM

23 ADJOURNMENT With no further items for discuss, meeting adjourned at 9:40pm.

ATTEST:

Marlen D. Martell, Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

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Town of Pembroke Park
Workshop Commission Meeting
July 27, 2022

contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD)

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TOWN OF PEMBROKE PARK

3150 SW 52 Avenue, Pembroke Park, FL 33023
Broward (954) 966- 4600 - Fax (954)966-5186

REGULAR COMMISSION MEETING MINUTES Wednesday, August 10, 2022 at 7:00 PM

Mayor Geoffrey Jacobs
Vice Mayor Reynold Dieuveille
Clerk Commissioner William Hodgkins

Town Manager JC Jimenez
Town Attorney Melissa P. Anderson
Town Clerk Marlen D. Martell

1 CALL TO ORDER Meeting called to order at 7:11 PM

2 PLEDGE OF ALLEGIANCE Led by Mayor and Commissioners

3 ROLL CALL The meeting was called to order at 0:00 pm by Mayor Jacobs. Present at the meeting were Geoffrey Jacobs, Mayor; Reynold Dieuveille, Vice Mayor; and Williams Hodgkins, Clerk Commissioner.

Additional staff in attendance were JC Jimenez, Town Manager; Melissa Anderson, Town Attorney; Marlen Martell, Town Clerk; Suzi Reutlinger, Assistant to Town Clerk; Robert Clark, Public Services Director; Miguel Nunez, Building Official; David Howard, Interim Chief of Police; Joseline Ramirez, Chief Code Enforcement Officer; Joy Brown, Executive Assistant to the Chief of Police and Commission/Events Coordinator; Lucie Manzerolle, Building Manager; Dierdre Davis, Administrative Assistant; Mark Pakula, Information Technology Director; Myriam Jacques, Deputy Public Services Director; Bill Gordon, Captain; Marc Tallentire, Officer; Ra Shana Dabney-Donovan, Major; and Wade Douty, Sergeant.

4 ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA remove 10.2; 10.3. Move 10.4 to the Workshop

MOTION TO ACCEPT AGENDA WITH CHANGES

**MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE,
SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION
PASSED 3-0.**

5 PRESENTATIONS / PROCLAMATIONS

5.1 Marty Kiar, Broward County Property Appraisal
Marty Kiar spoke on record

6 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE NONE

7 CONSENT AGENDA

7.1 BODY WORN CAMERA (BWC) - Interim Police Chief Howard

7.2 Retroactive pay for Joy Brown - Mayor Jacobs

7.3 Raymond P. Oglesby Preserve - roof repair - Public Services Director Clark

7.4 Stormwater Master Plan - Public Services Director Clark

7.5 Proposal for the Wastewater Master Plan Update - Public Services Director Clark

7.6 Premium Pay for Essential Workers - Town Manager Jimenez, Public Services Director Clark

MOTION TO APPROVE THE CONSENT AGENDA

**MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE,
SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION
PASSED 3-0.**

8 RESOLUTIONS NONE

9 ORDINANCES - 1ST READING

9.1 Towing Ordinance - Town Attorney Anderson

ORDINANCE NO. 2022-007

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **DELETING SECTION 13-7 “PAYMENT OF TOWING AND STORAGE FEES PRIOR TO RELEASE OF VEHICLE” WITHIN CHAPTER 13 “JUNKED, WRECKED AND ABANDONED VEHICLES”; UPDATING AND AMENDING DIVISION 4 “TOW AWAY ZONES” WITHIN CHAPTER 25 “TRAFFIC AND VEHICLES”; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

Mayor Jacobs opened for public comment-NONE

Mayor Jacobs closed public comment

MOTION TO APPROVE ORDINANCE 2022-007

**MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS,
SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.**

9.2 Addition to Noise Ordinance (Chapter 17) - Building Official Nunez

ORDINANCE NO. 2022-009

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING AND UPDATING “CHAPTER 17 – NOISE” OF TOWN’S CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES;**

Town of Pembroke Park
Regular Commission Meeting
August 10, 2022

SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Mayor Jacobs opened for public comment-NONE

Mayor Jacobs closed public comment

MOTION TO APPROVE 2022-009

MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.

9.3 Unsafe Structures Board - Building Official Nunez

ORDINANCE NO. 2022-008

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING AND UPDATING ARTICLE VII “UNSAFE BUILDINGS” WITHIN “CHAPTER 5 – BUILDINGS AND BUILDING REGULATION” OF TOWN’S CODE BY ADDING A SECTION ESTABLISHING THE TOWN’S OWN UNSAFE STRUCTURES BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES;** SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Mayor Jacobs opened for public comment-NONE

Mayor Jacobs closed public comment

MOTION TO APPROVE 2022-008

MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.

9.4 Ordinance Amending Section 28-279 of the Code - Town Attorney Anderson

ORDINANCE NO. 2022-010

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING SECTION 28-279 “RESPONSIBILITY FOR CONNECTION TO TOWN SYSTEM” WITHIN CHAPTER 28 “ZONING” AND MOVING THE SECTION TO CHAPTER 26 “UTILITIES”; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES;** SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Mayor Jacobs opened for public comment-NONE

Mayor Jacobs closed public comment

MOTION TO APPROVE ORDINANCE 2022-010

MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE, SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION PASSED 3-0.

10 NEW BUSINESS

10.1 Third Amendment to memorandum of understanding regarding collaborative study and subsequent development of an integrated solid waste and recycling system - Mayor Jacobs, Town Manager Jimenez

RESOLUTION NO. 2022-011

A RESOLUTION OF THE TOWN COMMISSION/COUNCIL OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING THE CONSENT TO TERMS OF THIRD AMENDMENT TO SETTLEMENT AGREEMENT BETWEEN BROWARD COUNTY AND SETTLING MUNICIPALITIES WHICH PERTAINS TO CITY OF SUNRISE V. BROWARD COUNTY (CASE NO. CACE-013-015660) ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN;** AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor Jacobs opened for public comment-NONE

Mayor Jacobs closed public comment

MOTION TO APPROVE ORDINANCE 2022-011

MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.

10.2 BSO Interim Police Services Agreement - Town Attorney Anderson

Item removed from the Agenda

10.3 BSO Fire Contract - Town Attorney Anderson

Item removed from the Agenda

10.4 S.W. 52nd Avenue - sinkhole repair - Public Services Director Clark

Item moved to Workshop

11 OLD BUSINESS

11.1 Waiver of Prosecution - Town Attorney Anderson

RESOLUTION NO. 2022-012

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A WAIVER OF PROSECUTION IN REGARD TO THE CASE OF RAULIN SANTANA (CASE NO. #22-1121DLB) SO THAT DEFENDANT CAN PROVIDE RESTITUTION TO THE TOWN THROUGH COMMUNITY SERVICE, REQUESTING THE STATE ATTORNEY TO APPROVE A WAIVER OF PROSECUTION, AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE REQUEST FOR WAIVER OF PROSECUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

MOTION TO APPROVE RESOLUTION 2022-012

MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE, SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION PASSED 3-0.

11.2 Waiver of Prosecution - Town Attorney Anderson

RESOLUTION NO. 2022-013

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A WAIVER OF PROSECUTION IN REGARD TO THE CASE OF JAMARI PAUL (CASE NO. #22-1121DL) SO THAT DEFENDANT CAN PROVIDE RESTITUTION TO THE TOWN THROUGH COMMUNITY SERVICE, REQUESTING THE STATE ATTORNEY TO APPROVE A WAIVER OF PROSECUTION, AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE REQUEST FOR WAIVER OF PROSECUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

MOTION TO APPROVE RESOLUTION 2022-013

MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE, SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION PASSED 3-0.

12 DISCUSSION

12.1 Public Services Department - Mayor Jacobs

DISCUSSION REGARDING SIDE WALK MAINTENANCE

12.2 Litigation Representation - Mayor Jacobs

Joy to send Litigation Notice to Attorney

12.3 Town Attorney - Mayor Jacobs

Eric's complaint and results

David's complaint and results

MAYOR JACOBS PASSED THE GAVEL TO VICE MAYOR DIEUVEILLE

MOTION TO TERMINATE ATTORNEYS CONTACT WITH CAUSE

MOTION TO APPROVE MADE BY MAYOR GEOFFREY JACOBS, SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION OPPOSED 1-2 VICE MAYOR REYNOLD DIEUVEILLE AND CLERK COMMISSIONER WILLIAMS HODGKINS OPPOSED.

13 ATTORNEY REPORTS NONE

14 TOWN MANAGER REPORTS NONE

15 COMMISSION REPORTS CLERK COMMISSIONER HODGKINS - NONE

VICE MAYOR DIEUVEILLE - NONE

MAYOR JACOBS - Mayor stated that he is disappointed how things are going Town Manager and Town Attorney to review expired Crossing Guard and FDOT Contracts.

16 ANNOUNCEMENTS

16.1 Food Drive, Saturday, August 13, 2022

Town of Pembroke Park
Regular Commission Meeting
August 10, 2022

Young Adults Forum hosted by State Representative Marie Woodson, Saturday, August 13, 2022 from 4:00 PM to 7:00 PM at Charles F. Dodge City Center, 601 City Center Way, Pembroke Pines, FL 33025

Special Magistrate Hearing, Wednesday, August 17, 2022 at 9:00 AM

Back to School, Saturday, August 20, 2022

Workshop Commission meeting, Wednesday, August 24, 2022 at 6:00 PM

Charter Review Committee, Monday, August 29, 2022 at 6:00 PM

Regular Commission meeting, Wednesday, September 14, 2022 at 7:00 PM

1st Budget Hearing, Wednesday September 14, 2022 at 6:00 PM

Regular Commission Meeting, September 14, 2022 at 7:00 PM

Special Magistrate Hearing, Wednesday, September 21, 2022 at 9:00 AM

2nd Budget Hearing, Wednesday, September 28, 2022 at 5:00 PM

Workshop Commission Meeting, Wednesday, September 28, 2022 at 6:00 PM

17 ADJOURNMENT WITH NO FURTHER BUSINESS MEETING ADJOURNED AT 8:50 PM

ATTEST:

Marlen D. Martell, Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (td).

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

Town of Pembroke Park
Regular Commission Meeting
August 10, 2022



TOWN OF PEMBROKE PARK

Workshop Commission
Meeting

Commission Chambers

3150 SW 52 Avenue

Pembroke Park, FL. 33023

Wednesday, August 24, 2022

6:00 PM

Mayor Geoffrey Jacobs

Vice Mayor Reynold Dieuveille

Clerk Commissioner William Hodgkins

Town Manager JC Jimenez

Town Attorney Melissa P. Anderson

Town Clerk Marlen D. Martell

WORKSHOP COMMISSION MEETING MINUTES

1 CALL TO ORDER by Mayor Jacobs at 6:04 PM

2 PLEDGE OF ALLEGIANCE

3 ROLL CALL The meeting was called to order at 6:04 pm by Mayor Jacobs. Present at the meeting were Geoffrey Jacobs, Mayor and Williams Hodgkins, Clerk Commissioner. VICE MAYOR DIEUVEILLE ABSENT

Additional staff in attendance were Reynold Dieuveille, Vice Mayor; JC Jimenez, Town Manager; Melissa Anderson, Town Attorney; Marlen Martell, Town Clerk; Suzi Reutlinger, Assistant to Town Clerk; Robert Clark, Public Services Director; Miguel Nunez, Building Official; Mark Pakula, Information Technology Director; Lucie Manzerolle, Building Manager; Joseline Ramirez, Chief Code Enforcement Officer; Babette Friedman, HR Director; Cai Schwartz, Town Planner; Marc Tallentire, Officer; Ra Shana Dabney-Donovan, Major; Roy Brown, Finance & Budget Director; and Wade Douty, Sergeant.

4 ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA ITEM 14.2
MOVED TO PRESENTATION; ADDED 18.1 CHARTER REVIEW

5 PRESENTATIONS 14.2 see below

Town of Pembroke Park
Workshop Commission Meeting
August 24, 2022

6 REPORTS OF COMMITTEES AND CITY STAFF

6.1 Broward Sheriff's Office - Captain Coker, Lt. Gerald Charles
REPORT SUBMITTED TO THE COMMISSION FOR REVIEW

6.2 Fire Department - Chief Kane
REPORT SUBMITTED TO THE COMMISSION FOR REVIEW

6.3 Legislative Update - Lobbyist Sigerson
REPORT SUBMITTED TO THE COMMISSION FOR REVIEW

7 BUILDING DEPARTMENT - BUILDING OFFICIAL NUNEZ

7.1 July 2022 Monthly Report
REPORT SUBMITTED TO THE COMMISSION FOR REVIEW

7.2 Vehicle Purchasing for the Building Department
ITEM PLACED ON THE CONSENT AGENDA

7.3 Building Department Relocation to the Third Floor
DIRECTIVE GIVEN BY THE COMMISSION TO CONTINUE

7.4 Building Department Fees FY2022-2023
ITEM PLACED ON CONSENT

8 CODE ENFORCEMENT - CHIEF CODE ENFORCEMENT OFFICER RAMIREZ

8.1 Code Enforcement Report - July 2022
REPORT SUBMITTED TO THE COMMISSION FOR REVIEW
CHIEF CODE ENFORCEMENT OFFICER RAMIREZ TO OBTAIN A LIST WITH ANY
VIOLATIONS PERTAINING TO TOWN HALL TO BE SENT TO TOWN CLERK AND
TOWN MANAGER THEN FORWARDED TO THE COMMISSION FOR REVIEW

8.2 Approval of Special Magistrate Andre McKenney - Town Attorney Anderson, Chief
Code Enforcement Officer Ramirez
ITEM PLACED AS A LINE ITEM

9 FINANCE DEPARTMENT - FINANCE DIRECTOR BROWN REPORT SUBMITTED TO THE COMMISSION FOR REVIEW

FINANCE DIRECTOR BROWN STATED THAT OCTOBER 1, 2022 THE
COMMISSION WILL BE SENT A MONTHLY STATUS REPORT.

10 POLICE DEPARTMENT - INTERIM POLICE CHIEF HOWARD

10.1 Axon Taser

Town of Pembroke Park
Workshop Commission Meeting
August 24, 2022

ITEM PLACED ON CONSENT AGENDA WITH AN AMOUNT NOT TO EXCEED
\$90,000.00

10.2 18 In-Car Printers and 100 rolls of Thermal Computer paper for same. Previously
approved on Feb 11, 2022.

ITEM PLACED ON CONSENT AGENDA WITH AN AMOUNT NOT TO EXCEED
\$14,998.38

11 PLANNING DEPARTMENT - TOWN PLANNER SCHWARTZ NONE

12 HUMAN RESOURCES - HR DIRECTOR FRIEDMAN NONE

13 IT DEPARTMENT - IT DIRECTOR PAKULA NONE

14 PUBLIC SERVICES DEPARTMENT - PUBLIC SERVICES DIRECTOR CLARK

14.1 Public Services Department Monthly Report - August 2022

REPORT SUBMITTED TO THE COMMISSION FOR REVIEW

JORGE SERVANTES FROM CALVIN GIORDANO SPOKE ON RECORD

14.2 S.W. 52nd Avenue - sinkhole repair - Public Services Director Clark

ITEM PLACED ON CONSENT AGENDA

14.3 Elevator maintenance - oil change

ITEM PLACED ON CONSENT AGENDA

14.4 Procedure for Requesting Utility Box Wrapping from Broward County

ITEM PLACED ON THE AGENDA AS A LINE ITEM

14.5 Asphalt replacement - S.W. 55th Avenue, S.W. 33rd and 34th Street

ITEM PLACED ON THE AGENDA AS A LINE ITEM

14.6 Holiday Lighting

PUBLIC SERVICES DIRECTOR CLARK TO SET UP MEETING NEXT WEEK WITH

COMMISSION TO DISCUSS DESIRED SPECIFICS

ITEM PLACED ON THE AGENDA AS A LINE ITEM

14.7 Resolution for Award of 47th Year CDBG Preserve Safety Improvement

ITEM PLACED ON THE AGENDA AS A LINE ITEM

14.8 Electrical Continuing Service Contract

ITEM PLACED ON CONSENT AGENDA

15 TOWN ATTORNEY ANDERSON

15.1 BSO Interim Police Services Contract

MAYOR SUGGESTED THAT AN INVITE TO BSO BE EXTENDED FOR THE NEXT MEETING

ITEM PLACED ON THE AGENDA AS A LINE ITEM

15.2 BSO Fire Services

ITEM PLACED ON THE AGENDA AS A LINE ITEM

16 TOWN MANAGER JIMENEZ

16.1 Lobbyist contracts - Town Manager Jimenez

ITEM PLACED ON THE AGENDA AS A LINE ITEM

17 OLD BUSINESS NONE**18 NEW BUSINESS**

18.1 CHARTER REVIEW COMMITTEE

MAYOR SUGGESTED UTILIZING AN INDEPENDENT ATTORNEY TO RUN THE CHARTER REVIEW MEETING

19 DISCUSSIONS

19.1 Rotating Mayor designation - Clerk Commissioner Hodgkins

NO ACTION TAKEN

19.2 Vehicle Maintenance - Mayor Jacobs

NO ACTION TAKEN

MAYOR JACOBS SUGGESTED THAT VEHICLE MAINTENANCE BE TAKEN TO LOCAL VENDORS, NOT DEALERS

19.3 Sidewalk Update - Mayor Jacobs

PUBLIC SERVICES TO PROVIDE A REASSESSMENT OF SIDEWALK REPORT TO THE COMMISSION

19.4 Contracts - Mayor Jacobs

TOWING COMPANY DISCUSSION WAS HELD

19.5 Time Clock - Mayor Jacobs

ITEM FORWARDED TO NEXT MEETING

19.6 Integrity - Mayor Jacobs

ITEM FORWARDED TO NEXT MEETING

20 TOWN CLERK COMMENTS

Town of Pembroke Park
Workshop Commission Meeting
August 24, 2022

20.1 Newsletter

TOWN CLERK MARTELL PUBLICLY CORRECTED NEWSLETTER REGARDING ELECTIONS

21 ATTORNEY COMMENTS STATE DROPPED CHARGES TO THE STOLEN GOLF CART

A&B RECYCLING RECEIVED AN ORDER FROM THE UNSAFE STRUCTURES BOARD

22 TOWN MANAGER COMMENTS PROPOSED BUDGET FOR FY 2022/2023

23 COMMISSIONER COMMENTS

23.1 Clerk Commissioner Hodgkins - NONE

Vice Mayor Dieuville - ABSENT

Mayor Jacobs - Mayor read letter from a resident, he stated that he was reelected on the Florida League of Mayor Board.

24 ANNOUNCEMENTS

24.1 Charter Review Committee, Monday, August 29, 2022 at 6:00 PM

1st Budget Hearing, Wednesday September 14, 2022 at 6:00 PM

Regular Commission Meeting, September 14, 2022 at 7:00 PM

Special Magistrate Hearing, Wednesday, September 21, 2022 at 9:00 AM

2nd Budget Hearing, Wednesday, September 28, 2022 at 5:00 PM

Workshop Commission Meeting, Wednesday, September 28, 2022 at 6:00 PM

25 ADJOURNMENT With no further item for discussion, meeting adjourned at 8:37 pm.

ATTEST:

Marlen D. Martell, Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD)

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

Town of Pembroke Park
Workshop Commission Meeting
August 24, 2022

AGENDA ITEM REPORT



To: Commision Information
Subject: Vehicle Purchasing for the Building Department
Meeting: 08 24 2022 DRAFT AGENDA WORKSHOP COMMISSION MEETING - Aug 24 2022
Department: Building
Staff Contact: Miguel Nunez, Building Official

RECOMMENDATION:

Commission to approved this request

ATTACHMENTS:

[22-014](#)

JC Jimenez, Town Manager
Marlen Martell, Town Clerk

Status:
None
None



TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023
Office 954-966-4600 • Fax 954-966-5310

MEMORANDUM NO.: 22-014

DATE: August 17, 2022

TO: Hon. Geoffrey Jacobs, Mayor
Hon. Ray Dieuville, Vice-Mayor
Hon. William Hodgkins, Clerk-Commissioner

VIA: Juan Carlos (JC) Jimenez, Town Manager

VIA: Roy Brown, Finance Director

FROM: Miguel A. Núñez, Building Official *MN*

RE: **VEHICLE PURCHASING FOR THE BUILDING DEPARTMENT**

At this time, I would like to request authorization from the commission to purchase the vehicles for the building department complete fleet, under the Florida Department of Management Services, contract #25100000-21-STC. The proposed vehicles are being budgeted for the FY21-22 and the funds earmarked from the building department Surplus Funds.

The Proposed Vehicles would be two (2) 2022 Ford Escape and two (2) Chevrolet Traverse, or similar vehicles depending on availability and inventory from the contracted vendors by the above-mentioned state contract.

Based in the product availability, and the unknown delivery timeframe, we respectfully request that the Commission, allows the purchase of the above vehicles to a not to exceed purchase price of \$125,000.00

As always, if you have further questions or comments, do not hesitate to contact me at your earliest convenience.

Respectfully submitted.

Cc: File.

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/pp documents/memos/2022/22-014.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/pp%20documents/memos/2022/22-014.docx)

AGENDA ITEM REPORT



To: Commision Information
Subject: Building Department Fees FY2022-2023
Meeting: 08 24 2022 DRAFT AGENDA WORKSHOP COMMISSION MEETING - Aug 24 2022
Department: Building
Staff Contact: Miguel Nunez, Building Official

RECOMMENDATION:

Staff asks the Town Commission to approve this request.

ATTACHMENTS:

[22-016](#)
[Building Department FY 22-23 Fees](#)



TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023
Office 954-966-4600 • Fax 954-966-5310

MEMORANDUM NO.: 22-016

DATE: August 18, 2022

TO: Hon. Geoffrey Jacobs, Mayor
Hon. Ray Dieuville, Vice-Mayor
Hon. William Hodgkins, Clerk-Commissioner

VIA: Juan Carlos (JC) Jimenez, Town Manager

VIA: Roy Brown, Finance Director

FROM: Miguel A. Núñez, Building Official *MN*

RE: **PROPOSED BUILDING DEPARTMENT FEES FOR FY22-23**

At this time, I would like to present the proposed permit fees for the FY 2022-2023 for the building department operations; such fees will remain as previous fiscal year 21-22; with the exception of the added \$100.00 penal fee, for any work without permits in addition the Florida Building Code imposed double permit fee; also, a reconsideration fee of \$100.00 for the proposed Unsafe Structures Board, which will be assessed after the Board Order is issued and the affected person would like to present objection to the presented arguments.

Therefore, we respectfully request that the Town Commission, approve the above-mentioned Fee schedule as per FS §553.80(1)(g).

As always, if you have further questions or comments, do not hesitate to contact me at your earliest convenience.

Respectfully submitted.

Cc: File.

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/pp documents/memos/2022/22-016.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/pp%20documents/memos/2022/22-016.docx)



BUILDING DEPARTMENT **FY 2022-23 FEES**

PAYMENTS:

ALL PAYMENTS WILL ONLY BE ACCEPTED VIA CHECK AND/OR CREDIT CARD – NO CASH

VALUATION:

Permit valuation must be in accordance with [the State of Florida §553.80\(1\)\(g\)](#); the Florida Building Code, Broward County Administrative Provisions (FBC-BCAP) §109.3 and 19.3.1, as follows:

***109.3 Building permit valuations.** The applicant for a permit shall provide an estimated permit value at a time of application. Permit valuations, shall include total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the building official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the Building Official. Final building permit valuation shall be set by the Building Official.*

***109.3.1** The Building Official may require an estimate of the cost utilizing RS Means, and/or other descriptive data as a basis for determining the permit fee.*

PERMIT FEES: PER DISCIPLINE SHALL BE:

	Commercial	Residential
Minimum permit fee \$75.00 for all work value up to \$1,000.00		
Additional work to be charged as follows: (in commercial construction only will be in a cumulative basis)		
1. Work valued from \$1,001.00 to \$1,000,000.00	2.0%	1.5%
2. Work valued from \$1,000,001.00 to \$2,000,000.00	1.5%	(non-
3. Work valued more than \$2,000,001.00	1.5%	cumulative)
BASIC STAND-ALONE PERMITS (1 inspection): (Processing fee \$50.00 + Permit fee \$75.00 + County & State Fees)	Not Applicable	\$125.00 (plus, fee surcharges)
• A/C Change out, exact replacement, ground units • Electrical service change, fixtures, outlets replacement • Plumbing fixtures replacement • Water Heater, exact replacement • Hurricane Shutter, Awning • Minor repair		
BASIC STAND-ALONE PERMITS including CC (1-2 inspections): (Processing fee \$50.00 + Permit fee \$75.00 + County & State fees + C.O.C. \$35.00)	Not Applicable	\$160.00 (plus, fee surcharges)

- Re-Roof (Mobile Home)
- Window / Door replacement (Retrofit)
- Vinyl Siding

BASIC STAND-ALONE PERMITS with ZONING including CC:

(Processing fee \$50.00 + Permit fee = \$75.00 + Zoning fee = \$45.00 + CC = \$35.00 + County & State Fees):

- Carport replacement (exact replacement)
- Driveway replacement (exact replacement)
- Manufactured Shed
- Fence, Privacy Fence, Trellis
- Slab not for construction, Paver, Walkway

Not Applicable	\$205.00 (plus, fee surcharges)
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DEMOLITION / REMOVAL OF MOBILE HOME: (Processing fee \$50.00 + Permit fee \$250.00 (including Structural, Electrical, Plumbing, Mechanical and Zoning) + C.O.C. \$35.00 + County & State Fees).

Not Applicable	\$335.00 (plus, fee surcharges)
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ANNUAL PREMISE PERMIT:

First trade (per building)

\$2,000.00 (plus, fee surcharges)	\$1,000.00 (plus, fee surcharges)
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Each additional trade (per building)

\$500.00 (plus, fee surcharges)	\$250.00 (plus, fee surcharges)
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EARLY START AUTHORIZATION:

for work valued at \$25,000 and under; or

\$250.00	\$100.00
----------	----------

for work valued over \$25,000 and up to \$100,000; or

\$500.00	\$200.00
----------	----------

for work valued over \$100,000

\$750.00	\$300.00
----------	----------

PROCESSING FEES:

\$0.00 - \$10,000.00

Commercial	Residential
\$75.00	\$75.00

\$10,001.00 - \$20,000.00

\$100.00	\$100.00
----------	----------

\$20,001.00 - \$25,000.00

\$125.00	\$125.00
----------	----------

\$25,001.00 - \$35,000.00

\$150.00	\$150.00
----------	----------

\$35,001.00 - \$50,000.00

\$200.00	\$200.00
----------	----------

\$50,001.00 - \$75,000.00

\$250.00	\$250.00
----------	----------

\$75,001.00 - \$100,000.00

\$275.00	\$275.00
----------	----------

\$100,001.00 – or Greater

\$350.00	\$350.00
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PLAN PROCESSING FEE AT TIME OF PERMIT SUBMITTAL:

These fees are based on the Value of the work and are Non-Refundable; however, applied to permit fee at time of issuance.

	Commercial	Residential
\$0.00 - \$10,000.00	\$150.00	
\$10,001.00 - \$20,000.00	\$175.00	
\$20,001.00 - \$25,000.00	\$200.00	
\$25,001.00 - \$35,000.00	\$225.00	\$75.00
\$35,001.00 - \$50,000.00	\$270.00	(Flat fee)
\$50,001.00 - \$75,000.00	\$325.00	
\$75,001.00 - \$100,000.00	\$350.00	
\$100,001.00 – or Greater	\$425.00	

PLAN REVIEW FEES:

	Commercial	Residential
<u>PLAN REVIEW FEES:</u> Initial review fee charged on ALL applications (per discipline).	\$75.00	\$45.00 (Flat fee)
<u>SUBSEQUENT PLAN REVIEW FEES:</u> Fee charged for second and all subsequent reviews if review comments not cleared (per discipline); however, after the third review cycle the charge will be four times the initial review cost as per FS 553.80.(2)(b); (\$75.00 x 4 = \$300.00)	\$75.00/hr. or portion thereof	\$45.00 (Flat fee)
<u>CHANGE OF PLAN:</u> Plans revised after permit is issued: (Review fee per hour, per reviewer/discipline).	\$75.00/hr. or portion thereof	\$45.00 (Flat fee)
<u>PRE-PLAN / DRY RUN PLAN REVIEW FEES:</u> (For plan review prior to application) - (\$400.00 Base fee and any additional hours will be at \$75.00/hr. (per discipline)).	\$400.00 +	\$50.00 + (Flat fee)
<u>EXPEDITED PLAN REVIEW:</u> for plan review with application (per discipline)	\$150.00/hr.	\$45.00 (Flat fee)
<u>REVIEW OF SPECIAL INSPECTOR REPORT, TRESHOLD REPORT OR ANY OTHER REPORT NEEDED AFTER PERMIT IS ISSUED.</u>	\$30.00	\$30.00

MEETING: PER DISCIPLINE / PER HOUR

Meetings requested after initial plan review and prior to issuance of permit by architects, engineers, or their duly authorized agent

Commercial	Residential
\$75.00/hr.	\$75.00/hr.

INSPECTION FEES:

Inspections will be charged on ALL PERMITS – PER DISCIPLINE

	Commercial	Residential
1. 1 st inspection	\$75.00/hr. or portion thereof	\$50.00/hr. or portion thereof
2. 2 nd and all additional inspections determined at time of plan review	\$50.00/hr. or portion thereof	\$50.00/hr. or portion thereof
3. In progress inspections	\$50.00/hr. or portion thereof	\$50.00/hr. or portion thereof
4. If determined at time of plan review, that: Commercial: 10 inspections or more will be required from all disciplines on a permit, an upfront inspection fee of \$600.00 will be applied and any additional inspections will be at \$50.00 per inspection – per discipline – Non-refundable. Residential: an upfront inspection fee of \$150.00 for the first (3) initial inspections will be applied and any additional inspections will be at \$50.00 per inspection – per discipline – Non-refundable.	\$600.00 + \$50.00/hr. per additional inspection (per discipline)	\$150.00 + \$50.00/hr. per additional inspection (per discipline)

NEW CONSTRUCTION: (SHELL ONLY)

Inspection fee is based in the total SQ FT of building and its cost of construction (this will include inspections for structural, electrical, mechanical, and plumbing)

2.5% (non-creditable to the building permit fees)	2.5% (non-creditable to the building permit fees)
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OVERTIME INSPECTIONS:

After hours and/or weekend (per discipline)

\$250.00 For the first 3 hours; additional hours at \$75.00/hr.	\$250.00 <u>For the first 3 hours;</u> <u>additional hours at \$75.00/hr.</u>
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RE-INSPECTION FEES:

Partial approval or 1 st disapproval of mandatory inspection	\$75.00	\$75.00
2 nd disapproval (2 x 1 st disapproval fee)	\$150.00	\$150.00
3 rd disapproval (3 x 1 st disapproval fee)	\$225.00	\$225.00
4 th and subsequent disapprovals (4 x 1 st disapproval fee) as per FS 553.80.(2)(c).	\$300.00	\$300.00

PENALTY FEES:

Any work commenced prior to obtaining a permit is subject to double the base permit fee plus the fine indicated below for each trade:

1. First Offense and subsequent penalties. \$100.00
- ~~2. Second Offense~~
~~removal, deface, mark, disfigure, injure, tamper with, displace, cover, or in any way obscure, a sign or notice posted on a property or structure by the town Building Official or designee, as per Code of Ordinances §5-19.~~
3. First and subsequent penalties \$100.00

ADDITIONAL FEES:

	Commercial	Residential
Change of Contractor, Transfer of Permit (per discipline)	\$50.00	\$35.00
Permit card replacement only (no plan)	\$25.00	\$25.00
Approved job set plan replacement re-review: (per discipline)	\$75.00	\$35.00
Certificate of Completion (CC). (Minimum \$100.00)	5.0% per SF	\$35.00
Certificate of Occupancy (CO). (Minimum \$250.00)	5.0% per SF	\$75.00
Temporary Certificate of Occupancy (TCO).	\$500.00	N/A
Partial Certificate of Occupancy (PCO).	\$500.00	N/A
Cancellation of application / plan review	Plan review fees with processing fees	Plan review fees with processing fees
Reinstatement of expired permit	50% permit	50% permit fee fee
40 Year Building Safety Inspection processing fee	\$350.00	\$350.00
Permit extension for 90 Days (each).	\$150.00	\$75.00
Backflow recertification	\$91.00	\$91.00
Technology fee on credit card	3%	3%
Bank Charge / NSF check / Returned check	\$35.00	\$35.00

DOCUMENT REPRODUCTION AND SCANNING FEES:

	Commercial	Residential
COST OF SCANNING: Conversion of paper plans and documents to digital format by scanning (per sheet)		
Service fee: (to be applied to all permit applications).	\$20.00	\$20.00
Documents/Sheet up to and including 11"x17" (each side)	\$0.25	\$0.25
Documents/Sheet larger than 11"x17" (each side)	\$4.00	\$4.00
COST OF REPRODUCTION: Conversion to paper plans and documents from digital format by printing in house (per sheet)		
Sheets up to 8-1/2"x14" (each side)	\$0.25	\$0.25
Sheets larger than 8-1/2"x14" up including 11"x17" (each side)	\$0.35	\$0.35
Documents larger than 11"x17"	\$8.00	\$8.00
CD-ROM / FLASH DRIVE.	\$10.00	\$10.00

UNSAFE STRUCTURES ENFORCEMENT FEES:

Enforcement Fees: Inspections of vacant, boarded-up/secure structures and/or unsafe buildings or structures (as per Section 116 of the Florida Building Code, Broward County Administrative Provisions) shall be a minimum as noted plus, the following enforcement case fees:	Commercial \$20.00 per quarter hour) +	Residential \$20.00 per quarter hour) +
• Case Processing Fee, each	\$400.00	\$400.00
• <u>Reconsideration Fee</u>	<u>\$100.00</u>	<u>\$100.00</u>
• Photographs, each	\$2.50	\$2.50
• Initial Inspection Fee	\$150.00	\$150.00
• Re-Inspection Fee, each	\$75.00	\$75.00
• Posting of Notices, each	\$40.00	\$40.00
• Unsafe Structures Board Processing Fee	\$150.00	\$150.00
• Title Search	\$20.00	\$20.00
• Court Reporting Transcription	Actual Cost	Actual Cost
• Legal Advertising, each	Actual Cost	Actual Cost
• Permit Fees	Actual Cost	Actual Cost
• Lien/Recording/Cancellation of Notices, each	Actual Cost	Actual Cost
• Bid Processing Fee	\$200.00	\$200.00
• Demolition/Secure Services	Actual Cost	Actual Cost

NOTES:

FOR FIRE PLAN REVIEW AND INSPECTIONS: BROWARD COUNTY ORDINANCE FEE SCHEDULE REFER TO ZONING & ENGINEERING FEE SCHEDULE FOR THEM.

AGENDA ITEM REPORT



To:

Subject: Axon Taser

Meeting: 08 24 2022 DRAFT AGENDA WORKSHOP COMMISSION MEETING - Aug 24 2022

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

Officers require both training and the proper tools to better respond to police service calls. Taser implementation will provide our officers with three options of less than lethal use of force alternatives every day.

FINANCIAL IMPACT:

\$90,000.00 <https://www.sourcewell-mn.gov/cooperative-purchasing/010720-axn>

POLICY IMPLICATIONS:

Sourcewell contract

RECOMMENDATION:

Staff recommends the purchase of 25 tasers for our officers/cost is for 5 years

ALTERNATIVES:

There is no alternative and this is the standard for less than lethal force in the United States.

ATTACHMENTS:

[8.15.22 - Updated Quote - T7 Cert](#)

	Status:
Roy Brown, Finance & Budget Director	Pending
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-412742-44788.514DF

Issued: 08/15/2022

Quote Expiration: 09/01/2022

Estimated Contract Start Date: 10/15/2022

Account Number: 516154

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Town Of Pembroke Park-FL 3150 Southwest 52nd Avenue Pembroke Park, FL 33023 USA	Town Of Pembroke Park-FL 3150 Southwest 52nd Avenue Pembroke Park, FL 33023 USA Email: da1160@bellsouth.net

SALES REPRESENTATIVE	PRIMARY CONTACT
Dave Finethy Phone: (602) 830-0397 Email: dfinethy@axon.com Fax:	Dave Howard Phone: (954) 966-4600 Email: dhoward@pdipfl.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$90,000.00
ESTIMATED TOTAL W/ TAX	\$90,000.00

Discount Summary

Average Savings Per Year	\$3,840.00
TOTAL SAVINGS	\$19,200.00

Payment Summary

Date	Subtotal	Tax	Total
Sep 2022	\$18,000.00	\$0.00	\$18,000.00
Sep 2023	\$18,000.00	\$0.00	\$18,000.00
Sep 2024	\$18,000.00	\$0.00	\$18,000.00
Sep 2025	\$18,000.00	\$0.00	\$18,000.00
Sep 2026	\$18,000.00	\$0.00	\$18,000.00
Total	\$90,000.00	\$0.00	\$90,000.00

Quote Unbundled Price: \$109,200.00
 Quote List Price: \$91,125.00
 Quote Subtotal: \$90,000.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
T7Cert	2021 Taser 7 Certification Bundle	25	60	\$72.05	\$60.00	\$60.00	\$90,000.00	\$0.00	\$90,000.00
A la Carte Services									
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	3			\$375.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$90,000.00	\$0.00	\$90,000.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 Taser 7 Certification Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	25	09/15/2022
2021 Taser 7 Certification Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	30	09/15/2022
2021 Taser 7 Certification Bundle	20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER	22	09/15/2022
2021 Taser 7 Certification Bundle	20161	TASER 7 HOLSTER - SAFARILAND, LH+CARD CARRIER	3	09/15/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	75	09/15/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	09/15/2022
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	75	09/15/2022
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	09/15/2022
2021 Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	09/15/2022
2021 Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	09/15/2022
2021 Taser 7 Certification Bundle	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	25	09/15/2022
2021 Taser 7 Certification Bundle	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	25	09/15/2022
2021 Taser 7 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	09/15/2022
2021 Taser 7 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	09/15/2022
2021 Taser 7 Certification Bundle	74200	TASER 7 6-BAY DOCK AND CORE	1	09/15/2022
2021 Taser 7 Certification Bundle	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	09/15/2022
2021 Taser 7 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	09/15/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	09/15/2023
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	09/15/2023
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	09/15/2024
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	09/15/2024
2021 Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	09/15/2024
2021 Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	09/15/2024
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	09/15/2025
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	09/15/2025
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	09/15/2026
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	09/15/2026

Page 4 of 8

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Taser 7 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	25	10/15/2022	10/14/2027
2021 Taser 7 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	10/15/2022	10/14/2027

Services

Bundle	Item	Description	QTY
A la Carte	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	3

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Taser 7 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	30	09/15/2023	10/14/2027

Page 3

Q-412742-44788.514DF

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Taser 7 Certification Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	25	09/15/2023	10/14/2027
2021 Taser 7 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	09/15/2023	10/14/2027

Payment Details

Sep 2022						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	3	\$0.00	\$0.00	\$0.00
Year 1	T7Cert	2021 Taser 7 Certification Bundle	25	\$18,000.00	\$0.00	\$18,000.00
Total				\$18,000.00	\$0.00	\$18,000.00

Sep 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	3	\$0.00	\$0.00	\$0.00
Year 2	T7Cert	2021 Taser 7 Certification Bundle	25	\$18,000.00	\$0.00	\$18,000.00
Total				\$18,000.00	\$0.00	\$18,000.00

Sep 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	3	\$0.00	\$0.00	\$0.00
Year 3	T7Cert	2021 Taser 7 Certification Bundle	25	\$18,000.00	\$0.00	\$18,000.00
Total				\$18,000.00	\$0.00	\$18,000.00

Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	3	\$0.00	\$0.00	\$0.00
Year 4	T7Cert	2021 Taser 7 Certification Bundle	25	\$18,000.00	\$0.00	\$18,000.00
Total				\$18,000.00	\$0.00	\$18,000.00

Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	3	\$0.00	\$0.00	\$0.00
Year 5	T7Cert	2021 Taser 7 Certification Bundle	25	\$18,000.00	\$0.00	\$18,000.00
Total				\$18,000.00	\$0.00	\$18,000.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Page 7 of 8

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

8/15/2022

Page 8 of 8



Page 7

Q-412742-44788.514DF

AGENDA ITEM REPORT

**To:**

Subject: 18 In-Car Printers and 100 rolls of Thermal Computer paper for same. Previously approved on Feb 11, 2022.

Meeting: PUBLIC NOTICE - WORKSHOP COMMISSION MEETING - August 24, 2022

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

Previously approved on Feb 11, 2022 however not ordered due to uncertainty of Department.
\$10,953. 45

FINANCIAL IMPACT:

\$14,998.38

POLICY IMPLICATIONS:

We currently have a contract with this company

RECOMMENDATION:

Staff Recommends the purchase of the previously approved in-car printers and the additional 7 printers thermal paper for the newly purchased patrol vehicles.

ALTERNATIVES:

None.

ATTACHMENTS:

[MXJR690](#)

	Status:
Roy Brown, Finance & Budget Director	None
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None

QUOTE CONFIRMATION



DEAR JOY BROWN,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
[Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MXJR690	8/18/2022	BROTHER PROPOSAL	8245953	\$14,998.38

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Brother Premium - thermal paper - 600 sheet(s) Mfg. Part#: LB3788 UNSPSC: 14111507 Contract: National IPA Technology Solutions (2018011-01)	100	2001358	\$78.81	\$7,881.00
Brother PocketJet PJ-763 - printer - monochrome - direct thermal Mfg. Part#: PJ763 UNSPSC: 43212108 Contract: National IPA Technology Solutions (2018011-01)	18	3877336	\$395.41	\$7,117.38

PURCHASER BILLING INFO	SUBTOTAL	\$14,998.38
Billing Address: TOWN OF PEMBROKE PARK ACCTS PAYABLE 3150 SOUTWEST 52ND AVE PEMBROKE PARK, FL 33023 Phone: (9549) 664-6001 x 220 Payment Terms: VISA	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$14,998.38
DELIVER TO	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
Shipping Address: TOWN OF PEMBROKE PARK Joy Brown 3150 SOUTWEST 52ND AVE PEMBROKE PARK, FL 33023 Phone: (9549) 664-6001 x 220 Shipping Method: UPS Ground		

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Zach Deliberto

(877) 649-8688

zachdel@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2022 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

AGENDA ITEM REPORT



To:

Subject: S.W. 52nd Avenue - sinkhole repair

Meeting: 08 10 2022 AGENDA REGULAR COMMISSION MEETING - Aug 10 2022

Department: Public Works

Staff Contact: Robert Clark, Public Services Director

FINANCIAL IMPACT:

We are requesting an amount not to exceed \$100,000.00 for all repairs.

RECOMMENDATION:

We are looking for direction from the commission.

FIELD VISIT REPORT

Review and analysis of sink hole on SW 52nd Ave at Pembroke Gardens 3704, 3770, Pembroke Park, FL.

The following was reviewed in preparation for this field Report of the referenced pot hole:

1. Field review of the existing pot hole
2. Review of the historic aerial record
3. Review of sanitary sewer video tapes and reports from 6/1/2020 (before repair) and 7/29/2022 (after slip lining repair).
4. SW 52nd Ave Drainage Improvement plans dated 11/14/06
5. Conversations with Pembroke Park staff regarding history of pot hole

The sanitary sewer system in SW 52nd Ave was installed when the Pembroke Park Apartments housing development was constructed in 1995 – 2000.

SW 52nd Ave Drainage and Roadway Improvements were constructed in 2010. As a part of this improvement project an exfiltration trench system, with a 36" drainage pipe, was constructed above the existing sanitary sewer pipes in SW 52nd Ave.

From the aerial historic record, the pot hole first appeared in early 2017. The patch progressively grew through the years to date.

The pothole is directly above an existing 12" VCP sanitary sewer main in SW 52nd Ave., which lies approximately 4 to 5 feet below the bottom of the exfiltration trench drainage system that was constructed approximately 10 years after the referenced 12" sanitary sewer main.

The 12" sanitary line was lined utilizing the cast in place pipe lining method (CIPP) in 2020 to repair the infiltration in the leaking pipe joints, leaking stub out laterals and cracked pipe.

There was a report from Town staff of a repair operation of the 36" drainage pipe / exfiltration trench system that occurred in the 2018 time frame. No details were available for this repair work. There is a possibility this repair work could have inflicted damage to the sanitary pipe below and may have caused the cracked pipe that showed in the 2020 video tape of the sanitary inspection.

Conclusion and Recommendations

We believe the leaking pipe joints, stub out laterals and cracked pipe in the 12" sanitary main caused the surrounding soil to migrate into the sewer pipe and create voids and low-density soil surrounding the 36" drainage pipe, that has settled causing the pot hole that has appeared at the road surface. The drainage pipe should be videotaped to ensure its integrity. If the video reveals a damaged drainage pipe it needs to be repaired, after the grouting operation mentioned below.

The roadway asphalt, limerock base and subgrade should be removed down to the top of the exfiltration trench system. We recommend pressure grouting the vicinity below the pot hole area, to fill voids and densify the ground in the area beneath the pot hole. The grouting operation should begin beneath the 12" sanitary main and then continue to grout the area above the sanitary main up to the bottom of the exfiltration trench system.

www.KEITHteam.com

Pompano Beach (HQ) • Fort Lauderdale • Miami • West Palm Beach • Orlando

August 24, 2022 / Page 2 of 17
Field Visit Report
Pembroke Park Sink hole
3704,3770 SW 52nd Av, Pembroke Gardens
Pembroke Park, FL

New filter fabric should be installed over the exfiltration trench system to insure the prior patch did not compromise the integrity of the initial filter fabric that would allow soil over the exfiltration trench system to migrate into the exfiltration trench system course rock.

The pavement section should then be reconstructed in conformance with FDOT standard specifications for fill material, base rock and asphalt surface.

Field Visit Summary

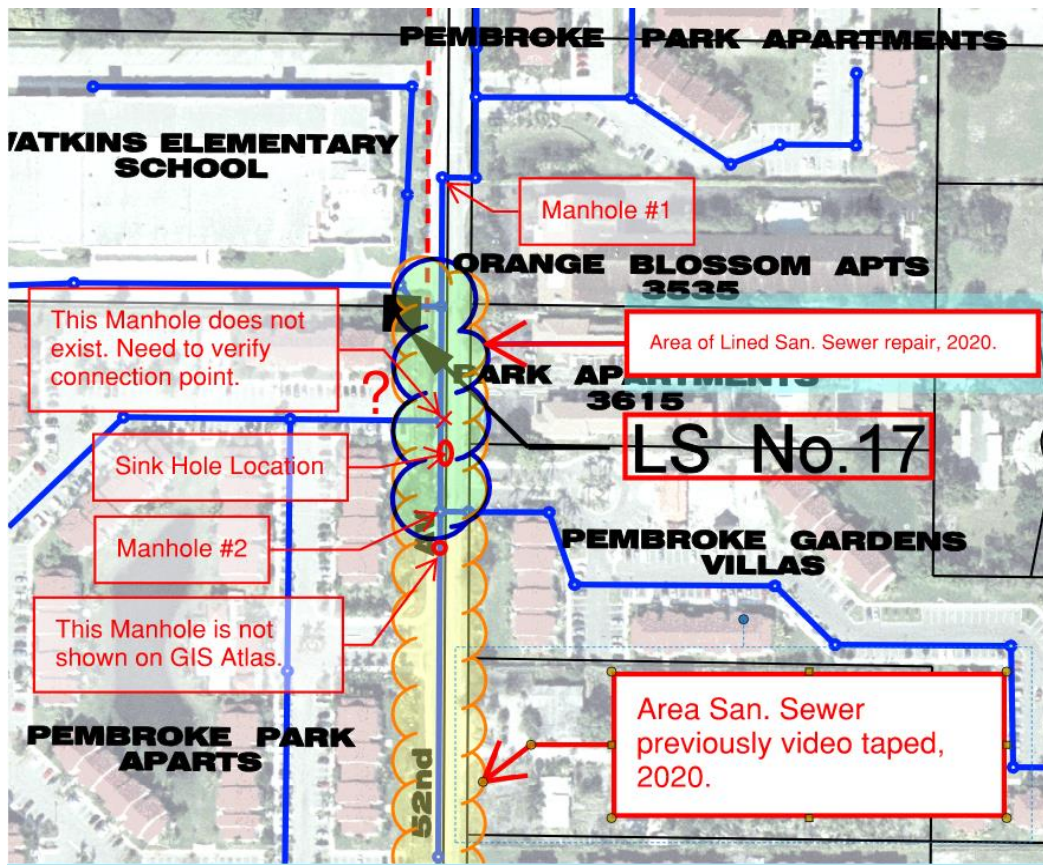
Met Myriam Jacques and Robert Clark with the Town of Pembroke Park at the site of SW 52nd Ave sink hole, at 8am, August 4, 2022.

Field visit report by Stephen D. Williams, P.E., KEITH

Focus of Site Visit: Sink hole patch on SW 52nd Ave, Pembroke Park

Location of Sink Hole:

Sink hole is in the centerline of SW 52nd Ave, located just north of the driveway entrance to Pembroke Gardens Community 3704, 3770.



Engineering Inspired Design.

August 24, 2022 / Page 3 of 17

Field Visit Report

Pembroke Park Sink hole

3704,3770 SW 52nd Av, Pembroke Gardens

Pembroke Park, FL

Sink hole is located 65 ft north of Sanitary Manhole #2.



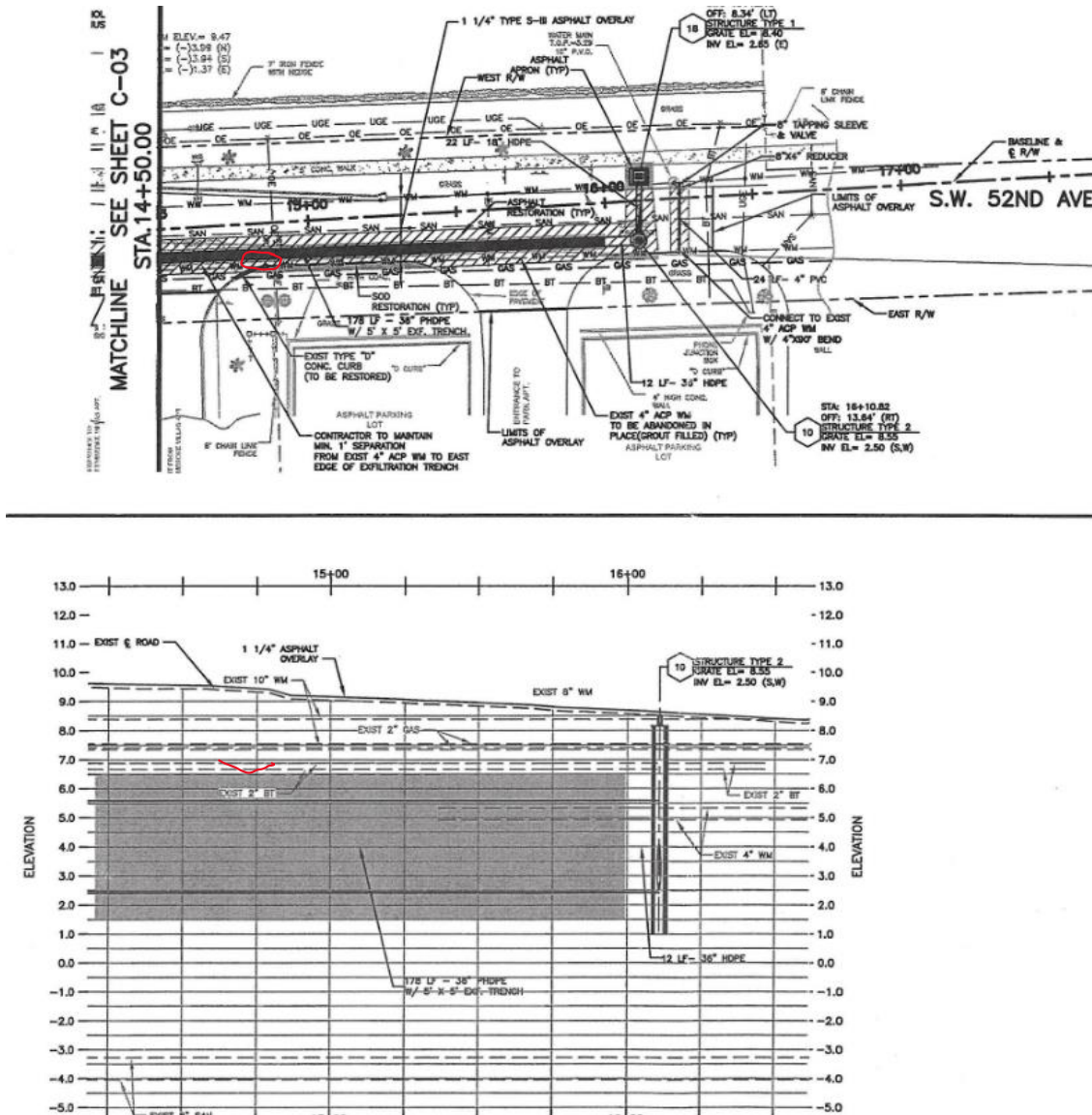
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August 24, 2022 / Page 4 of 17
 Field Visit Report
 Pembroke Park Sink hole
 3704,3770 SW 52nd Av, Pembroke Gardens
 Pembroke Park, FL

Review of Video tape of Sanitary sewer below sink hole.

The City contracted for video camera review of the sanitary pipes in June of 2020, and again in July of 2022.

After the 2020 video tape revealed the leaking joints in the sanitary line and cracked sanitary pipe, the sanitary pipes were slipped lined to repair the leaks.



CAS 2007 – SW52nd Ave Stormwater Improvement Project



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Field Visit Report

Pembroke Park Sink hole

3704,3770 SW 52nd Av, Pembroke Gardens

Pembroke Park, FL

6/1/2020 Video tape of reported 10" sanitary sewer (Atlas indicates 12") shows from 62' – 70 ' north of M/H #2 (Area of sink hole) leaking joints / leaking capped laterals / broken VCP pipe with horizontal and longitudinal cracks with leaks.



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August 24, 2022 / Page 6 of 17

Field Visit Report

Pembroke Park Sink hole

3704,3770 SW 52nd Av, Pembroke Gardens

Pembroke Park, FL

6/1/2020 Video tape of reported 10" sanitary sewer (Atlas indicates 12") shows from 62' – 70 ' north of M/H #2 (Area of sink hole) leaking joints / leaking capped laterals / broken VCP pipe with horizontal and longitudinal cracks with leaks.



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August 24, 2022 / Page 7 of 17

Field Visit Report

Pembroke Park Sink hole

3704,3770 SW 52nd Av, Pembroke Gardens

Pembroke Park, FL

7/29/2022 Video of reported 10" sanitary sewer (Atlas indicates 12") shows a sag in lined sanitary sewer pipe from 63' to 70' north of manhole #2, beneath the area of sink hole. but no leaks into the pipe. Video after 2020 lining, shows dip in pipe but no leaks.



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August 24, 2022 / Page 8 of 17

Field Visit Report

Pembroke Park Sink hole

3704,3770 SW 52nd Av, Pembroke Gardens

Pembroke Park, FL

Note: The leaking joints and laterals and cracked pipe have been plugged by the pipe liner. However, there is a dip in the pipe as indicated by the 7/29/2022 video.



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Field Visit Report

Pembroke Park Sink hole

3704,3770 SW 52nd Av, Pembroke Gardens

Pembroke Park, FL

Note: The leaking joints and laterals and cracked pipe have been plugged by the pipe liner. However, there is a dip in the pipe as indicated by the 7/29/2022 video.



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Field Visit Report
Pembroke Park Sink hole
3704,3770 SW 52nd Av, Pembroke Gardens
Pembroke Park, FL

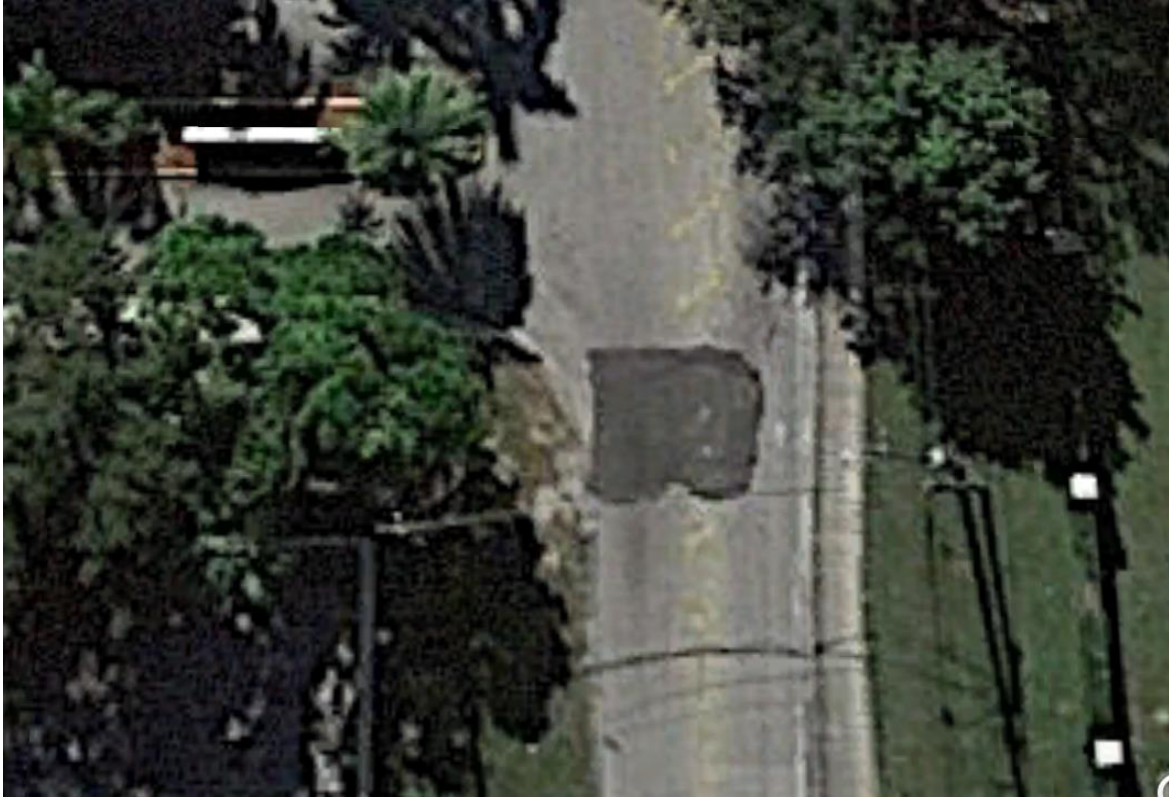
Review of Pictorial History at Sink Hole site:

Aerial Date – 12/2021



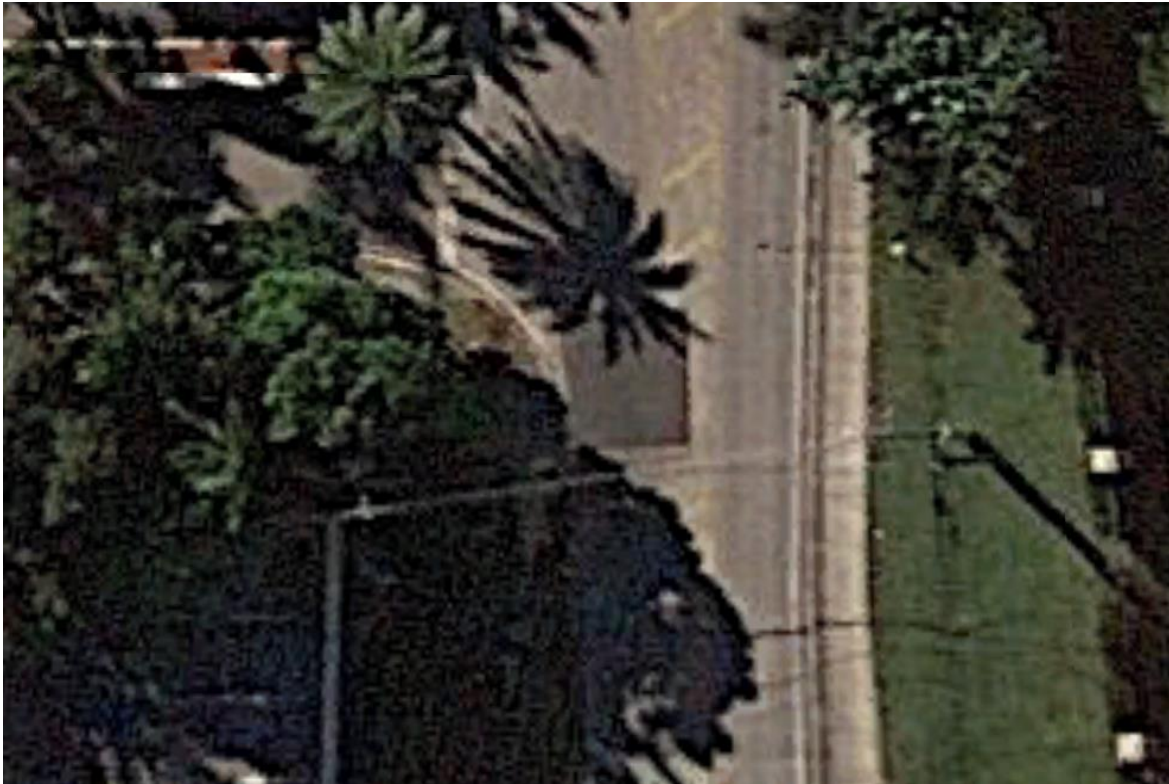
Engineering Inspired Design.

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Field Visit Report
Pembroke Park Sink hole
3704,3770 SW 52nd Av, Pembroke Gardens
Pembroke Park, FL
Aerial Date – 01/2021



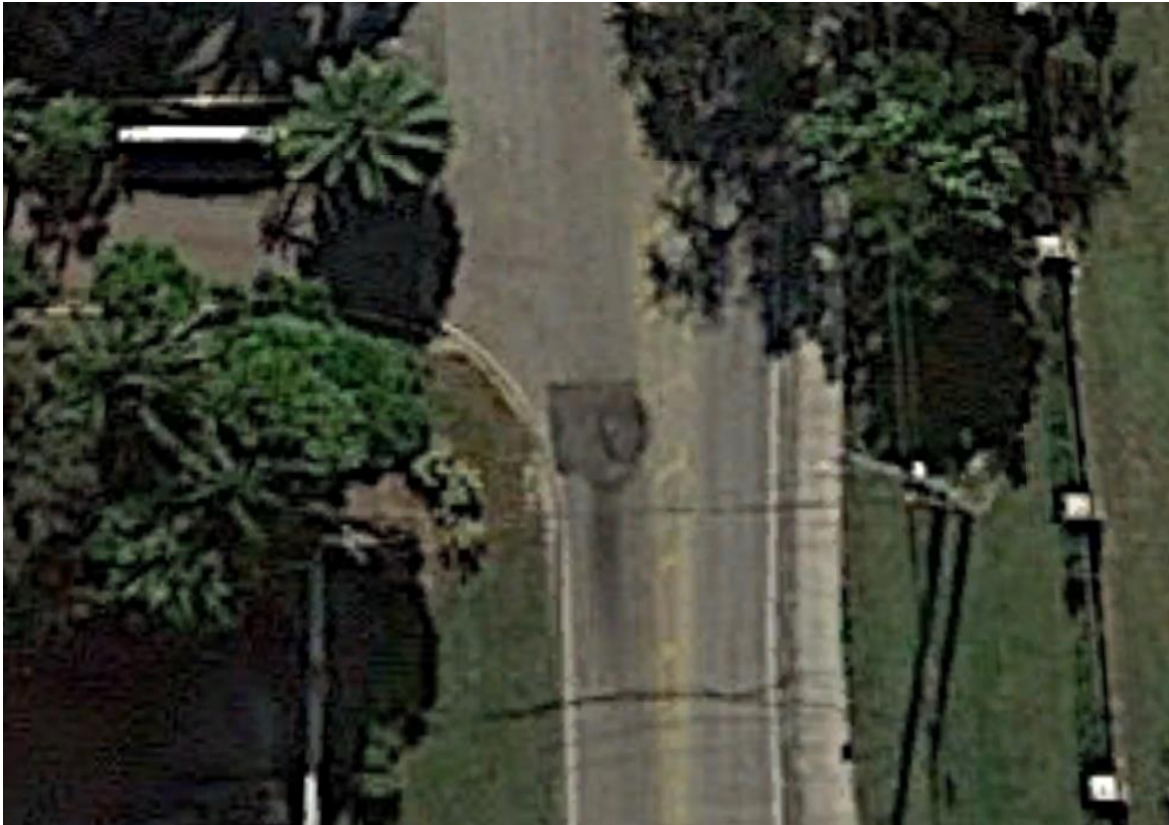
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Field Visit Report
Pembroke Park Sink hole
3704,3770 SW 52nd Av, Pembroke Gardens
Pembroke Park, FL
Aerial Date - 2/2020



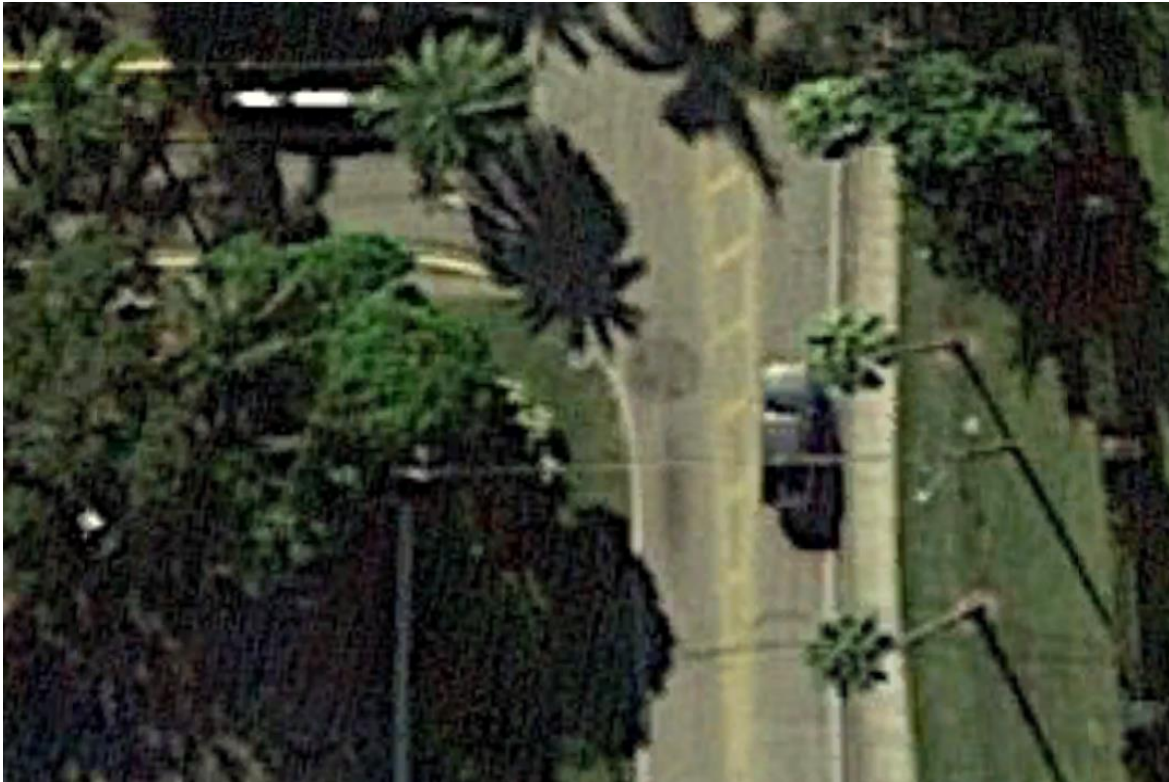
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Field Visit Report
Pembroke Park Sink hole
3704,3770 SW 52nd Av, Pembroke Gardens
Pembroke Park, FL
Aerial Date - 12/2018



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Field Visit Report
Pembroke Park Sink hole
3704,3770 SW 52nd Av, Pembroke Gardens
Pembroke Park, FL
Aerial Date - 12/2017



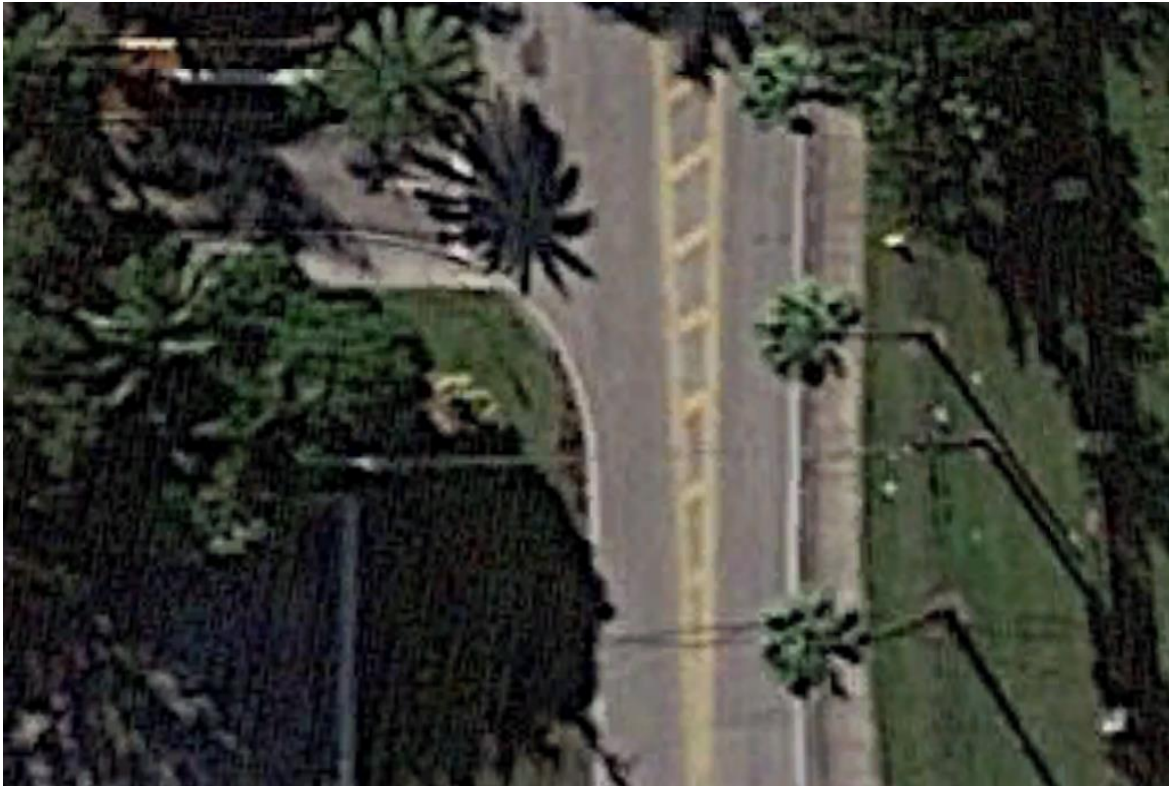
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Field Visit Report
Pembroke Park Sink hole
3704,3770 SW 52nd Av, Pembroke Gardens
Pembroke Park, FL
Aerial Date - 3/2017



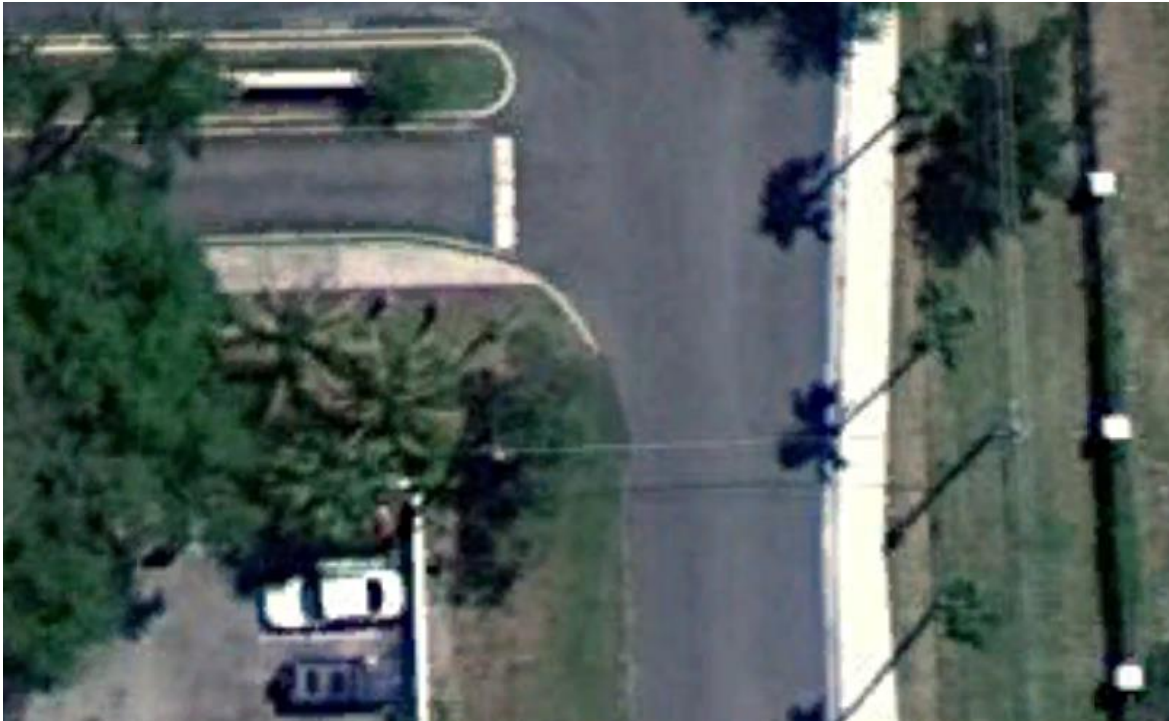
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Field Visit Report
Pembroke Park Sink hole
3704,3770 SW 52nd Av, Pembroke Gardens
Pembroke Park, FL
Aerial Date - 1/2016



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Field Visit Report
Pembroke Park Sink hole
3704,3770 SW 52nd Av, Pembroke Gardens
Pembroke Park, FL
Aerial Date - 3/2010



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KEITH

Engineering Inspired Design.

SW 52nd Ave Sink Hole

Carlos Morales

PROJECT MANAGER I, CIVIL ENGINEER

Carlos Morales is an experienced Civil Engineer who has a proactive approach and Motivation to ensure the success of all projects. He is capable of problem solving, making decisions under pressure environments. He is a team-oriented manager, who can mentor, train, and motivate team members, so they can succeed professionally and personally. His areas of expertise include Sustainable Engineering, Construction Management, Stormwater Management, Drainage Analysis, Roadway Design, and Land Development.

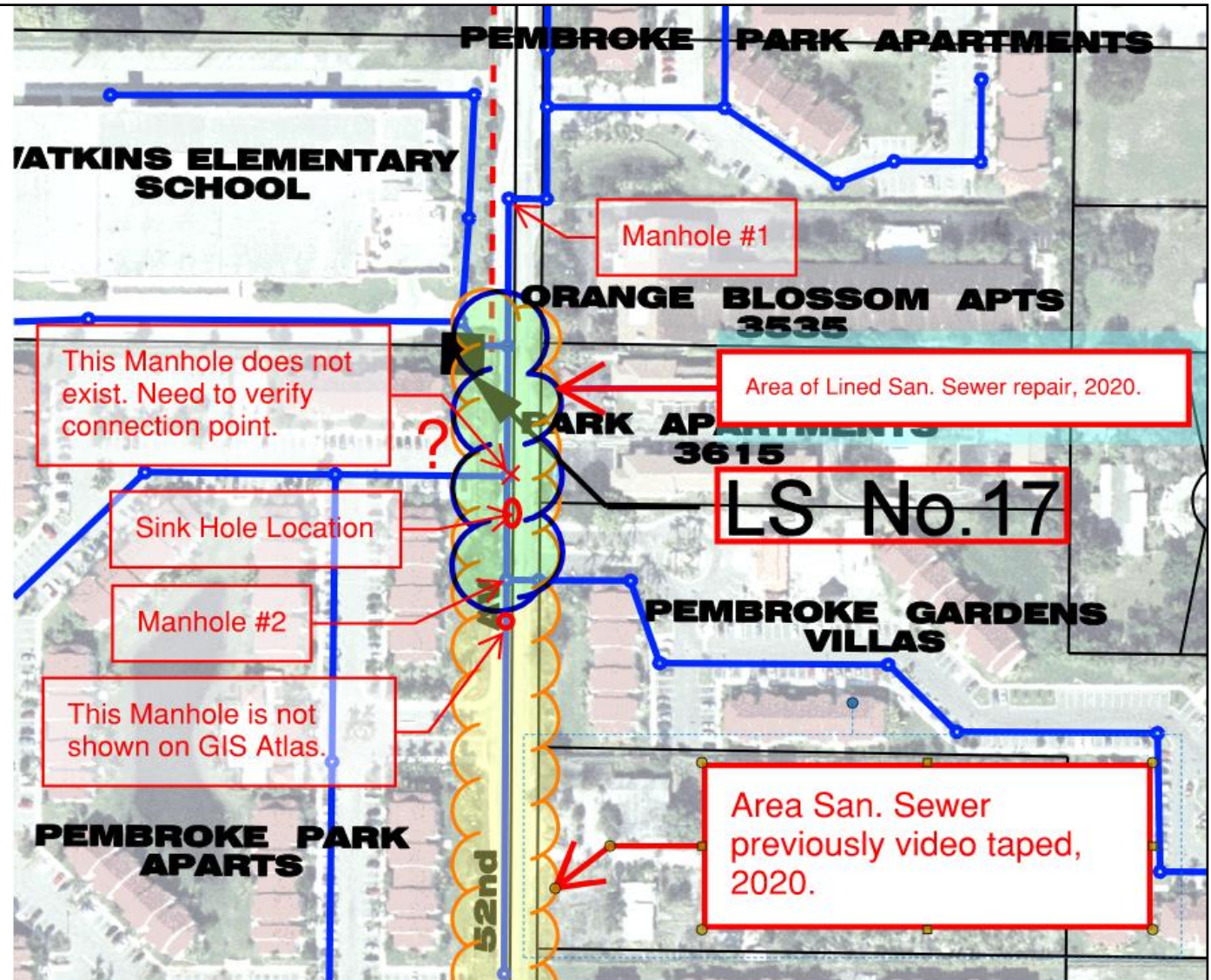
- University of Miami, B.S. Architectural Engineering, 2015
- 13 years in the industry
- 2.5 years with KEITH



Field Visit

Sink Hole Location:

1. Sink Hole is located along SW 52nd Ave between the 3700 – 3600 Block

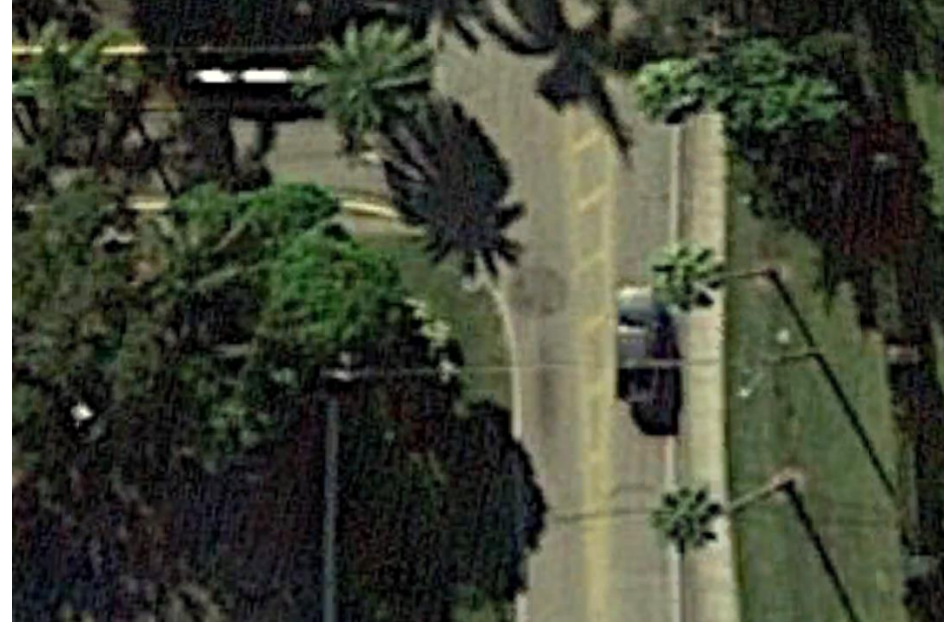


History

2016:



2017:

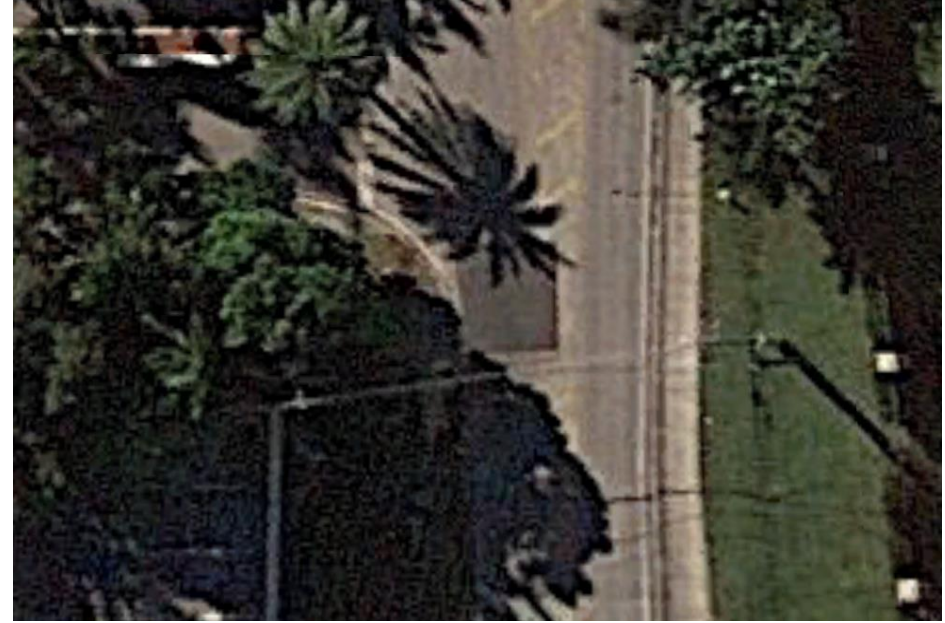


History

2018:



2022:



History

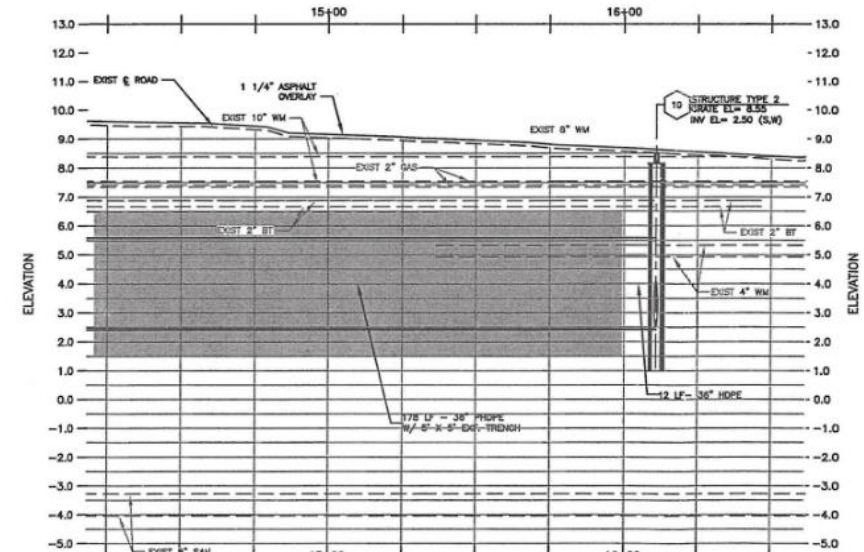
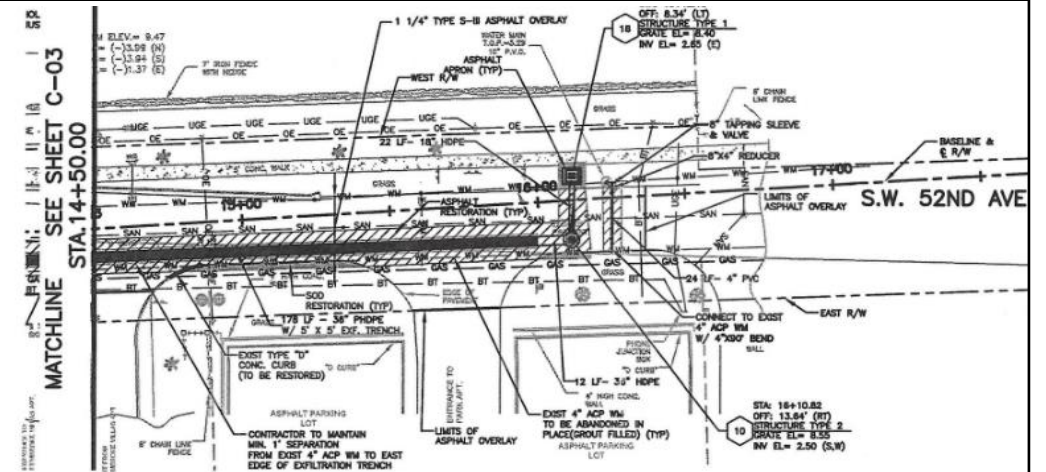
2021:



Videotape of Sanitary Sewer

Existing Conditions Overview

- I. Introduction
- II. Data Gathering
- III. Hydraulic Modeling
- IV. Conclusion



Videotape of Sanitary Sewer

2020 - Original VCP Sewer Line



Videotape of Sanitary Sewer

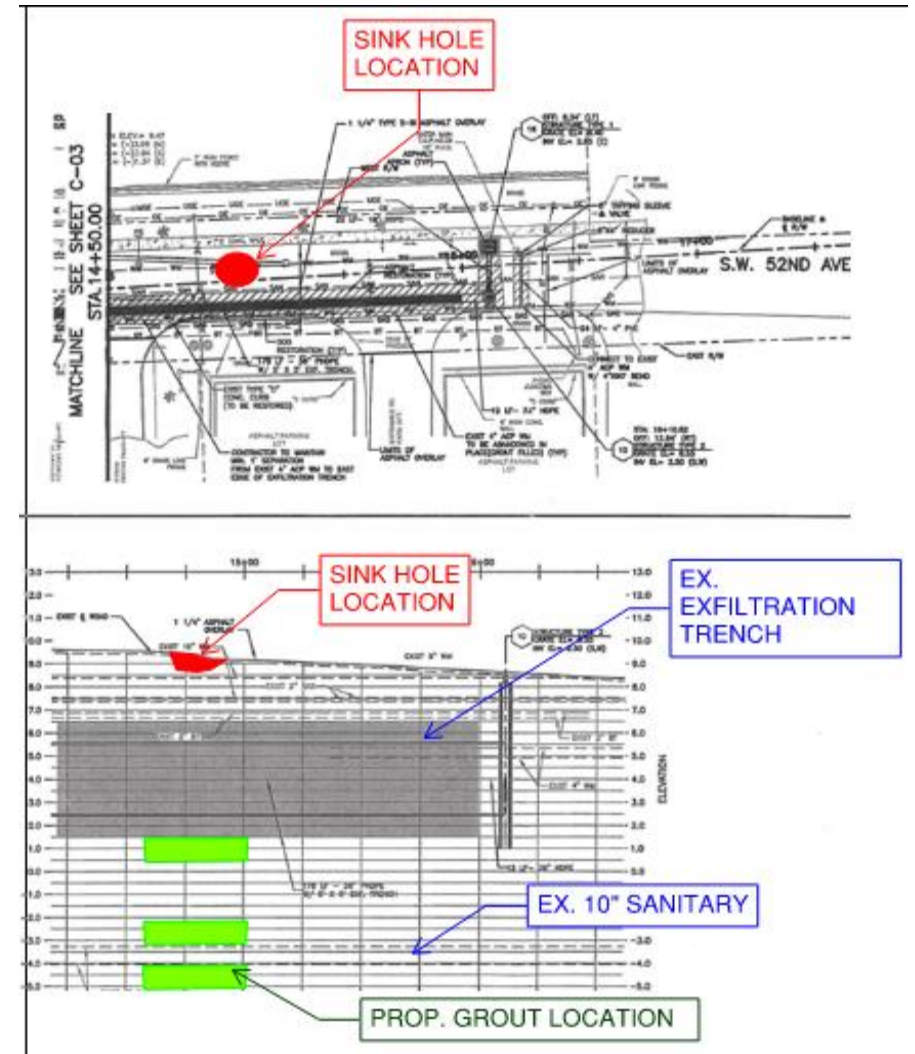
2022 – CIPP Lined Sanitary Sewer



Conclusion

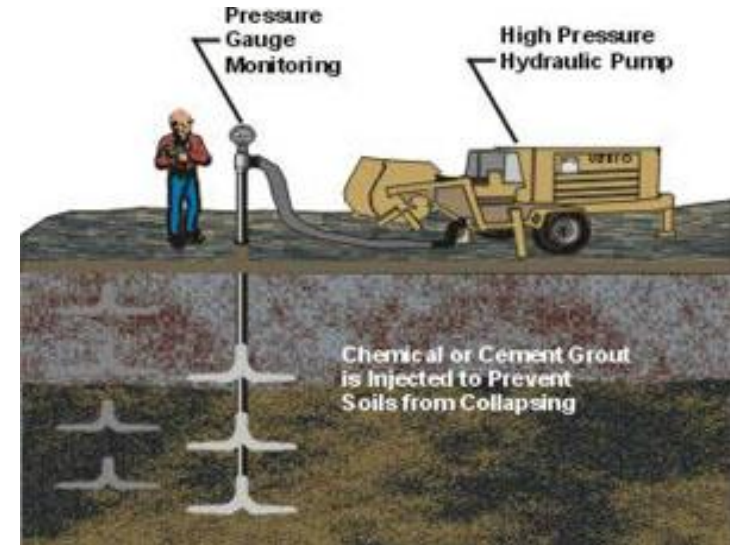
We believe the leaking pipe joints, stub out laterals and cracked pipe in the 12" sanitary main caused the surrounding soil to migrate into the sewer pipe and create voids and low-density soil surrounding the 36" drainage pipe, that has settled causing the pot hole that has appeared at the road surface. The drainage pipe should be videotaped to ensure its integrity. If the video reveals a damaged drainage pipe it needs to be repaired, after the grouting operation mentioned below.

The roadway asphalt, limerock base and subgrade should be removed down to the top of the exfiltration trench system. We recommend pressure grouting the vicinity below the pot hole area, to fill voids and densify the ground in the area beneath the pot hole. The grouting operation should begin beneath the 12" sanitary main and then continue to grout the area above the sanitary main up to the bottom of the exfiltration trench system



Recommended Solution

1. Grout the areas around the pipe and under exfiltration trenches to stabilize the soil.
2. Dig to top of trench to ensure filter fabric is not broken
3. Replace Asphalt pavement section.



QUESTIONS



Engineering Inspired Design.

THANK YOU!



Otis Service and Repair Order

8/5/2022

CUSTOMER NAME

Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

OTIS ELEVATOR COMPANY

5381 NW 33RD AVE, STE 103
FORT LAUDERDALE, FL 33309

OTIS CONTACT

GIOVANNI GARZON
Phone:
Email:
GIOVANNI.GARZON@otis.com

PROJECT LOCATION

TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
HOLLYWOOD, FL 33023

PROPOSAL NUMBER

QTE-000724054

We propose to furnish the necessary material and labor on the following units:

Unit	Customer Designation
Z57002	BIG ELV
Z57003	SMALL ELV

SCOPE OF WORK

Otis Proposes to furnish labor and material to change the oil in the hydraulic elevator lines and power unit with new hydraulic oil.

We will adjust for proper operation.

Otis to furnish Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

A representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above.

OTIS SERVICE AND REPAIR ORDER

PRICE

\$17,500.00

Seventeen thousand five hundred dollars

This price is based on a one hundred percent (100%) downpayment in the amount of \$17,500.00

Payment terms:

- The base proposal price is contingent upon receiving a downpayment of one hundred percent (100%) of the base contract amount.
- The downpayment amount is due in full prior to Otis ordering material and/or mobilizing.
- If you choose the alternative downpayment amount listed below, the corresponding add shall be applied to the base contract amount.

Downpayment Amount	Price Adjustment Percentage	Authorization (Initial)
50%	+10%	

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

Accepted in Duplicate

Town of Pembroke Park

Otis Elevator Company

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Cristina Baltar

Title: _____

Title: Regional Sales Manager

Email: _____

Email: Cristina.Baltar@otis.com

Company Name: Town of Pembroke Park

☐ Principal, Owner or Authorized Representative of
Principal or Owner

☐ Agent _____
(Name of Principal or Owner)

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
3. Payments shall be made as follows: A down payment of One Hundred percent (100.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
8. Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.
9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our

liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

11. To the fullest extent permitted by law, you agree to hold us harmless, and defend us and indemnify us against any claim or suit for personal injury or property damage arising out of this contract unless such damage or injury arises from our sole negligence.
12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. Notwithstanding any other provisions hereof, if any part delivered hereunder incorporates software, the transaction is not a sale of such software; rather, you are hereby granted merely a license to use such software solely for operating the equipment for which such part was ordered. By accepting delivery of such part, you agree not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms.
13. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.
14. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
15. This Contract will be deemed voidable, even after execution, if it is determined by Otis that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.
16. By accepting delivery of parts incorporating software, you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

AGENDA ITEM REPORT



To: Town Commission
Subject: Electrical Continuing Service Contract
Meeting: 08 24 2022 DRAFT AGENDA WORKSHOP COMMISSION MEETING - Aug 24 2022
Department: Public Works
Staff Contact: Myriam Jacques, Deputy Public Services Director

BACKGROUND INFORMATION:

The Town has a 3-Year continuing service contract with Imperial Electrical with three (3) 1-Year options to renew. This would be the first.

RECOMMENDATION:

Commission approval

ATTACHMENTS:

[Resolution 19-06-04](#)SIGNED

RESOLUTION NO. 19-06-04

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, SELECTING IMPERIAL ELECTRICAL, INC. TO PROVIDE MISCELLANEOUS ELECTRICAL SERVICES; AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH IMPERIAL ELECTRICAL, INC.; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has solicited proposals for a qualified, licensed, electrical contractor to provide miscellaneous electrical services for the Town; and

WHEREAS, the Town published an Invitation to Bid in the South Florida Sun-Sentinel, Demandstar, and at Town Hall; and

WHEREAS, the evaluation committee reviewed the proposals which the Town received, and has recommended that the Town select Imperial Electrical, Inc. to provide the miscellaneous electrical services for the Town described in Invitation to Bid 19-01.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: That the above recitals are true and correct and are incorporated in this Resolution by reference herein.

Section 2: That the Town Commission hereby selects Imperial Electrical, Inc., to provide miscellaneous electrical services to Town described in Invitation to Bid 19-01.

Section 3: That the Town is authorized to make and enter into an agreement with Imperial Electrical, Inc. for miscellaneous electrical services at the rates stated in their response to the Invitation to Bid.

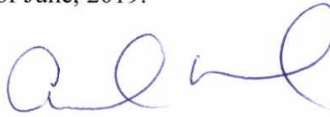
Town of Pembroke Park
Resolution No. 19-06-04

Section 4: That upon approval of the agreement by Town staff, the Mayor is authorized and directed to execute and deliver the agreement between Town and Imperial Electrical, Inc. for miscellaneous electrical services.

Section 5: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

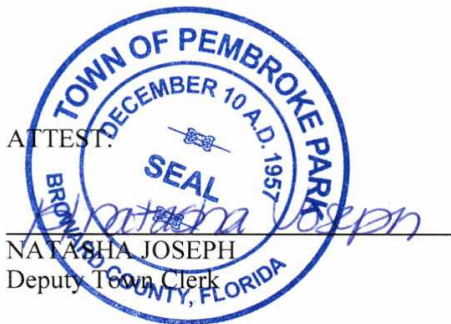
Section 6: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 12th day of June, 2019.



ASHIRA A. MOHAMMED
Mayor-Commissioner

ATTEST:



NATASHA JOSEPH
Deputy Town Clerk

Town of Pembroke Park
3150 SW 52nd Avenue • Pembroke Park, Florida 33023
954.966.4600 • www.tppfl.gov



FIRST AMENDMENT TO MISCELLANEOUS ELECTRICAL SERVICES AGREEMENT
WITH IMPERIAL ELECTRICAL, INC.

This First Amendment to the Miscellaneous Electrical Services with Imperial Electrical, Inc. Agreement ("Agreement") is entered into the 14th day of September, 2022, by and between the Town of Pembroke Park (the "Town"), a Florida municipal corporation, and Imperial Electrical, Inc. ("Vendor").

WHEREAS, the Parties entered into an Agreement on June 12th, 2019, which provided that Vendor would provide Town with miscellaneous electrical services; and

WHEREAS, the Agreement was renewed for the first time on April 12, 2020, for a period of one year; and

WHEREAS, the Town desires to renew the Agreement for the first time after the expiration of the contract on June 12, 2022.

NOW THEREFORE, the Town and Vendor, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. The terms and conditions of the Agreement not specifically amended by the terms of this First Amendment shall remain in full force and effect between the parties. In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, this First Amendment shall control to the extent of such conflict or ambiguity.
2. The parties agree to extend the term of the Agreement for the period of one (1) year from June 12, 2022 through June 12, 2023. There shall remain two(2) more renewals of the Agreement.
3. The parties agree to increase the price for services as set forth in Exhibit A attached hereto.???
4. Public Records law.

Commented [TA1]: Are the prices increasing?

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT townclerk@tppfl.gov, 3150 SW 52 Avenue, Pembroke Park, FL 33023. Phone: 954-966-4600.

- IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

NAME: MAYOR

Page 2 of 3

ATTEST:

Approved as to form and legal sufficiency

TOWN CLERK

TOWN ATTORNEY

RESOLUTION NO. 2022-014

A RESOLUTION OF THE TOWN COMMISSION OF PEMBROKE PARK, FLORIDA, SELECTING IMPERIAL ELECTRICAL, INC. FOR THE 47TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM PRESERVE SAFETY IMPROVEMENTS PROJECT FOR RAYMOND P. OGLESBY PRESERVE; AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH IMPERIAL ELECTRICAL, INC. FOR SAID PROJECT; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND DELIVER SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has been awarded funding from Broward County as Local Administrator for Community Development Block Grant Program to assist in the payment for the purchase and installation of equipment for the Raymond P. Oglesby Preserve Safety Improvements Project pursuant to the 47th Year Community Development Block Grant Program; and

WHEREAS, the Town solicited proposals from qualified contractors to provide equipment and installation for Safety Improvements Project at Raymond P. Oglesby Preserve; and

WHEREAS, the Town staff has evaluated the proposals received by Town, and recommends retaining Imperial Electrical, Inc. to complete the project; and

WHEREAS, it is necessary for the parties to enter into a written agreement setting forth the terms and conditions for the provision of labor and materials required for the installation of the Safety Improvements project.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: That the Town Commission selects Imperial Electrical, Inc. to provide the labor and materials for installation of the Safety Improvements Project at Raymond P. Oglesby

TOWN OF PEMBROKE PARK
RESOLUTION NO. 2022-014

Preserve pursuant to the 47th Year Community Development Block Grant Program in an amount not to exceed \$99,960.00.

Section 2: That upon approval of the agreement for the project by Town staff, the Town is authorized to make and enter into the agreement with Section 2: That upon approval of the agreement for the project by Town staff, the Town is authorized to make and enter into the agreement with Imperial Electrical, Inc.

Section 3: That the Mayor is authorized and directed to execute and deliver said Agreement for and on behalf of the Town.

Section 4: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 14th day of September, 2022.

ATTEST

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

TOWN OF PEMBROKE PARK
RESOLUTION NO. 2022-014

MELISSA P. ANDERSON

Town Attorney

ORDINANCE NO. 2022-003

**AN ORDINANCE OF THE TOWN OF PEMBROKE PARK,
FLORIDA, AMENDING THE TOWN'S COMPREHENSIVE
PLAN BY ADOPTING A "PROPERTY RIGHTS"
ELEMENT; PROVIDING FOR SEVERABILITY;
SUPERSEDING CONFLICTING ORDINANCES AND
RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, WHEREAS, Section 163.3167, Florida Statutes, requires the Town of Pembroke Park (the "Town") to maintain a comprehensive plan to guide its future development and growth; and

WHEREAS, Section 163.3177(6)(i)1., Florida Statutes, requires the comprehensive plan to include a property rights element; and

WHEREAS, the Town respects judicially acknowledged and constitutionally protected private property rights; and

WHEREAS, the Town respects the rights of all people to participate in land use planning processes; and

WHEREAS, this ordinance will amend the comprehensive plan by adding a property rights element.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: The comprehensive plan is amended by adding the property rights element attached as EXHIBIT A and made a part of this ordinance as if set forth in full.

Section 2: That the provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections,

sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 3: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 4: That this Ordinance shall be in force and take effect as provided by law.

PASSED AND ADOPTED on First Reading this 13th day of April, 2022.

PASSED AND ADOPTED on Second Reading this 11th day of May, 2022.

ATTEST:

GEOFFREY JACOBS
Mayor-Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

	VOTE
GEOFFREY JACOBS	YES
REYNOLD DIEUVEILLE	YES
WILLIAM HODGKINS	YES

ORDINANCE NO. 2022-006

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING THE TOWN OF PEMBROKE PARK'S ADOPTED COMPREHENSIVE PLAN AS AMENDED; BY ADDING THE PROPERTY RIGHTS ELEMENT; ADDING GOALS, OBJECTIVES, AND POLICIES, PURSUANT TO SECTION 163.3177, FLORIDA STATUTES; PROVIDING SEVERABILITY; RESCINDING AND SUPERSEDING ORDINANCE 2022-003; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, WHEREAS, Section 163.3167, Florida Statutes, requires the Town of Pembroke Park (the "Town") to maintain a comprehensive plan to guide its future development and growth; and

WHEREAS, Section 163.3177(6)(i)1., Florida Statutes, requires the comprehensive plan to include a property rights element; and

WHEREAS, the Town respects judicially acknowledged and constitutionally protected private property rights; and

WHEREAS, the Town respects the rights of all people to participate in land use planning processes; and

WHEREAS, this ordinance will amend the comprehensive plan by adding a property rights element.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: The comprehensive plan is amended by adding the property rights element attached as EXHIBIT A and made a part of this ordinance as if set forth in full.

Section 2: That Ordinance No. 2022-003 which previously adopted the Property Rights Element is hereby rescinded and shall be superseded by this Ordinance 2022-006.

Section 3: That the provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: That this Ordinance shall be in force and take effect as provided by law.

PASSED AND ADOPTED on First Reading this 13th day of July, 2022.

PASSED AND ADOPTED on Second Reading this 14th day of September, 2022.

ATTEST:

GEOFFREY JACOBS
Mayor-Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

	VOTE
GEOFFREY JACOBS	YES
REYNOLD DIEUVEILLE	YES
WILLIAM HODGKINS	YES

AGENDA ITEM REPORT



To:

Subject: Towing Ordinance

Meeting:

Department: Legal

Staff Contact: Melissa Anderson, Town Attorney

BACKGROUND INFORMATION:

Florida laws were changed in 2020 in regard to local government regulation of towing. Accordingly, the Town sections of the code dealing with towing must also be changed.

POLICY IMPLICATIONS:

Bring Town Code into compliance with new state law

RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

[2022-007 TOWING ORDINANCE](#)

	Status:
Christian Noel, Accounts Payable	None
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None

ORDINANCE NO. 2022-007

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, DELETING SECTION 13-7 “PAYMENT OF TOWING AND STORAGE FEES PRIOR TO RELEASE OF VEHICLE” WITHIN CHAPTER 13 “JUNKED, WRECKED AND ABANDONED VEHICLES”; UPDATING AND AMENDING DIVISION 4 “TOW AWAY ZONES” WITHIN CHAPTER 25 “TRAFFIC AND VEHICLES”; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2020, the Florida Legislature enacted legislation which prohibits municipalities from imposing a fee or charge on an authorized wrecker operator; and

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, in order to reflect the changes to the law adopted by the Legislature in 2020, the Town must update or delete several portions of its Town code, including Section 13-7 “Payment of Towing and Storage Fees Prior to Release of Vehicle” within Chapter 13 and, additionally, Division 4 “Tow Away Zones” within Chapter 25; and

WHEREAS, the Town Commission of the Town of Pembroke Park finds that it would promote the public health, safety, and general welfare of its citizenry to update or delete several portions of its Town code, including Section 13-7 “Payment of Towing and Storage Fees Prior to Release of Vehicle” within Chapter 13 and, additionally, Division 4 “Tow Away Zones” within Chapter 25.

NOW, THEREFORE, BE IT ORDAINED by the **Town Commission** of the **Town of Pembroke Park**:

Section 1: Section 13-7 “Payment of Towing and Storage Fees Prior to Release of Vehicle” within Chapter 13. Section 13-7 “Payment of Towing and Storage Fees Prior to Release of Vehicle” within Chapter 13 is deleted in its entirety as set forth below, as shown in ~~strikethrough~~ and underline format.

* * *

Sec. 13-7. — Payment of towing and storage fees prior to release of vehicle.

~~No vehicle impounded pursuant to section 13-6 shall be released therefrom until the charges for towing such vehicle into the authorized garage and storage charges have been paid. The charge for towing or removal of any such vehicle and storage charges shall be fixed by the Town Commission, such charges to be based upon a computation of all actual expenses entering into the current cost of such services. Such charge or charges shall be available for public inspection in the Town Hall.~~

* * *

Section 2. Division 4. “Tow Away Zones” within Chapter 25 “TRAFFIC AND VEHICLES”. Division 4. “Tow Away Zones” within Chapter 25 “TRAFFIC AND VEHICLES” is amended as set forth below, as shown in ~~strikethrough~~ and underline format.

DIVISION 4. TOWING OF VEHICLES WITHIN TOWN AWAY ZONES

* * *

Sec. 25-57. Payment of charges prerequisite for release of vehicle.

~~No vehicle impounded in an authorized garage as herein provided shall be released therefrom until the charges for towing such vehicle into the garage, and storage charges have been paid.~~

* * *

Sec. 25-65. Town to maintain list, use only listed operators.

The Town may contract with one or more wrecker or towing companies to provide towing services to the Town. The Town shall maintain a rotation list with respect to the calling of wrecker or towing services as to traffic accidents or other towing requirements within the Town and shall call only those wrecker or towing services on such approved list.

Sec. 25-66. Qualifications for Town's rotation list for towing services.

The town manager shall approve to be placed on such list a wrecker or towing service which meets the following qualifications:

(a) Complies with all State (F.S. Ch. 715) and Broward County requirements (Broward County Ordinances, Chapter 20, Section 176, et seq.).

(b) The owner or president of the commercial wrecker service must have a commercial garage located within ten (10) miles of the town's jurisdictional limits, with such garage having a sufficient enclosed storage area, with a chain link fence constituting a sufficient enclosure, to store at least eighty (80) wrecked motor vehicles and at least six (6) indoor storage stalls with all of such storage area being contiguous to the garage.

(c) All tow trucks shall have the following equipment:

(1) The name of the establishment must be lettered in a professional manner on both sides of the vehicles (magnetic sign shall not be acceptable).

(2) There shall be a rotor beam type light mounted on top of the wrecker in such a manner that it can be seen from the front, rear and both sides. This light shall be amber in color and shall not be in operation when a wrecker has been dispatched on a tow call. The rotating amber light will be used at the scene of the tow and while towing the vehicle back to a compound. No tow vehicle will be equipped with a siren.

(3) Amber lights shall be installed on the front of the wrecker, with amber reflectors on the front sides.

(4) Red lights and red reflectors shall be installed on the rear and rear sides.

(5) Dollies.

(6) At least one heavy duty push broom and shovel.

(7) Flood lights on hoist.

(8) One axe.

(9) One crowbar or prybar.

(10) Minimum of one four-pound CO 2 fire extinguisher or equal.

(11) One pair of blot cutters.

(12) One set of jumper cables.

(13) One four-way lug wrench.

(14) One flashlight.

(15) One set of red reflectors.

(16) One set of three portable reflectors.

(17) Five (5) thirty-minute fuses.

(18) Two (2) red flags at least one foot by one foot.

Towing classes shall be regulated under Broward County Code Chapter 20, Section 176, at section 20-176.12.

(d) The wrecker service owner shall meet all the requirements of the Florida Highway Patrol and the Florida Statutes in rendering service as required.

(e) All towing vehicles used shall be equipped with two-way radio communication system. The communication system shall be between the towing company's base station and all tow and service trucks utilized in providing police and town towing services.

(f) The service shall maintain, in favor of the town, such liability insurance as the town manager shall find necessary, taking into consideration the volume and type of services performed pursuant to this article by the service.

(g) The enclosed storage areas required in subsection (b) above shall be under the personal control at all times of an employee of the service or shall be securely locked, providing in any event that service shall be available to the public for inspection or retrieval of motor vehicles between the hours of 9:00 a.m. and 5:00 p.m. on each day, Monday through Saturday, excepting legal holidays as defined by the laws of the State of Florida.

(h) Operators of wreckers and towing vehicles utilized at accidents or picking up vehicles from the public rights-of-way shall be required to clean up the roadway of accident debris before transferring the vehicle(s) from the right-of-way to a storage lot.

Section 3. Codification. It is the intention of the Town Commission of the Town of Pembroke Park, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Pembroke Park's Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 4: Severability. The provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5: Conflict. All Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 6: Effective Date. This Ordinance shall be enacted immediately upon its passage and adoption after Second Reading by the Town Commission.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2022.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2022.

ATTEST:

GEOFFREY JACOBS
Mayor-Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

VOTE

GEOFFREY JACOBS

REYNOLD DIEUVEILLE

WILLIAM HODGKINS

AGENDA ITEM REPORT



To: Commision Information
Subject: UNSAFE STRUCTURES BOARD
Meeting: 07 27 2022 AGENDA WORKSHOP COMMISSION MEETING - Jul 27 2022
Department: Building
Staff Contact: Miguel Nunez, Building Official

RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

[22-010 USB](#)
[UNSAFE STRUCTURES BOARD_2022 R \(002\)](#)

	Status:
Miguel Nunez, Building Official	Approved - Jul 19 2022
Christian Noel, Accounts Payable	Approved - Jul 20 2022
Melissa Anderson, Town Attorney	Approved - Jul 20 2022
JC Jimenez, Town Manager	Pending
Marlen Martell, Town Clerk	None



TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023
Office 954-966-4600 ● Fax 954-966-5310

MEMORANDUM NO.: 22-010

DATE: June 28, 2022

TO: Hon. Geoffrey Jacobs, Mayor
Hon. Ray Dieuville, Vice Mayor
Hon. William Hodgkins, Clerk Commissioner

TO: Juan C. Jimenez, Town Manager

TO: Melissa Anderson, esq., Town Attorney

FROM: Miguel A. Núñez, Chief Building Official *MN*

RE: UNSAFE STRUCTURES BOARD

At this time, I would like to request the commission to authorize the formation of the Unsafe Structures Board, as outlined in the Florida Building Code, Broward County Administrative Provisions ("FBC-BCAP") §116 <see exhibit "A">. This board will assist in the determination and declaration of the unsafe buildings, structures and equipment as outlined in the FBC-BCAP 116 as determined by the Building Official.

In addition, would like to inform that the members of this proposed board are appointed by the Town Commission as the Town's Appointing Authority, and they will serve on the specified term as per the above-mentioned code.

Furthermore, it's the intent to have this board meet in an as-needed-basis and location to be determined, once the selection and quorum is established.

As always, if you have further questions or comments, do not hesitate to contact me at your earliest convenience.

Respectfully submitted.

Cc: Marlen Martell, Deputy Clerk
File.

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/pp documents/memos/2022/22-010.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/pp%20documents/memos/2022/22-010.docx)

sis of the specific problem. BORA may establish Panels of Industry, either standing or temporary, for technical analysis of specific subjects.

113.13 Reciprocity.

113.13.1 BORA shall have the authority to meet with similarly constituted and authorized boards for the purposes of discussion, decision, and similar matters of area-wide industry concern.

113.13.2 Decisions of the majority of all members at joint meetings as referred to herein, shall not be binding on BORA. The decisions of joint meetings with other boards may be accepted or rejected or accepted with modifications.

113.14 Review of Board Decisions.

113.14.1 Any person aggrieved by a decision of BORA, whether or not a previous party to the decision, may file an appeal pursuant to Section 553.775(3)(c), Florida Statutes. Appeals of decisions within the review jurisdiction of the Florida Building Commission shall be to the Florida Building Code in the manner prescribed in the referenced statute. Review of other decisions of BORA shall be as provided in the Florida Rules of Appellate Procedure for judicial review of administrative action.

113.15 Amendments to Code.

113.15.1 The provisions of the SFBC, Broward Local Amendments to FFPC, and the FBC as applicable to Broward County, shall be amended only by BORA and only to the extent and in the manner specified in this Code, and in Section 553.73(4), Florida Statutes. For fire code related amendments see FFPC and Section 633.202, Florida Statutes.

113.15.2 Neither the Broward County Board of County Commissioners nor any municipality within Broward County may enact any ordinance in conflict with Chapter 71-575, as amended, the Florida Building Code, or the SFBC.

(Amend. of 11-10-21(5), eff. 11-22-21)

Section 114 Violations

114.1 Violations and Penalties. Any person, firm, or corporation, who violates a provision of this Code, or FFPC or fails to comply therewith, or with any of the requirements thereof, shall be guilty of a misdemeanor. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof dur-

ing which any violation of any of the provisions of this Code or FFPC is committed or continued, and upon conviction of any such violation, such person shall be punishable by a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00), or by imprisonment not exceeding sixty (60) days, or by both such fine and imprisonment.

Section 115 Stop Work Order

115.1 Authority. Whenever the Building Official or Fire Chief finds any work regulated by this Code being performed in a manner either contrary to the provisions of this Code or dangerous or unsafe, the Building Official or Fire Chief is authorized to issue a stop work order. See also Sections 105.4, 105.6, 111.4, and 112.3.

115.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work, or posted on the job site in a conspicuous location. Upon issuance of a stop work order, the cited work shall immediately cease by such persons. The stop work order shall state the reason for the order, and the work that is required to correct a violation or unsafe condition.

115.3 Unlawful continuance. Any person who continues any work after having been served with a stop work order, shall be subject to penalties as prescribed by law.

Exception: Work required to correct a violation or unsafe condition.

Section 116 Unsafe Structures and Equipment

116.1 General.

116.1.1 Buildings or structures that in the opinion of the Building Official are, or hereafter shall become unsafe, unsanitary or deficient in adequate facilities for means of egress, or which constitute a fire or windstorm hazard, or illegal or improper use, occupancy or maintenance, or which do not comply with the provisions of the applicable Minimum Housing Code, or which have been substantially damaged by the elements, acts of God, fire, explosion or otherwise shall be deemed unsafe buildings and a permit shall be obtained to demolish the structure or bring the building to comply with the applicable Codes.

116.1.2 Incomplete buildings or structures commenced without a permit or the permit for which

has expired, or completed buildings or structures
commenced without a permit or the permit for which

expired prior to completion and no Certificate of Occupancy has been issued, shall be presumed and deemed unsafe.

116.1.3 Unsafe buildings or structures shall be demolished and removed from the premises concerned, or made safe, sanitary and secure in a manner required by the Building Official and as provided in this Code, provided that where replacement, repair, alteration or demolition is required on Buildings or structures within the purview of the applicable Minimum Housing Code, the provisions of such Code shall be complied with and shall control.

116.1.4 A permit shall be issued for the demolition of any unsafe building or structure in accordance with Section 105.18 of this Code.

116.2 Criteria. When any one (1) of the following conditions exist, a building may be deemed unsafe or a fire hazard:

116.2.1 Physical Criteria.

116.2.1.1 A Building shall be deemed a fire hazard and/or unsafe when:

116.2.1.1.1 It is vacant, unguarded and open at doors or windows.

116.2.1.1.2 There is an unwarranted accumulation of dust, debris or other combustible material therein.

116.2.1.1.3 The building condition creates hazards with respect to means of egress and fire protection as provided herein for the particular occupancy.

116.2.1.2 A building shall be deemed unsafe when:

116.2.1.2.1 There is a failure, hanging loose or loosening of any siding, block, brick, or other building material.

116.2.1.2.2 There is a deterioration of the structure or structural parts.

116.2.1.2.3 The building is partially destroyed.

116.2.1.2.4 There is an unusual sagging or leaning out of plumb of the Building or any parts of the building and such effect is caused by deterioration or over-stressing.

116.2.1.2.5 The electrical or mechanical installations or systems create a hazardous condition in violation of this Code.

116.2.1.2.6 An unsanitary condition exists by reason of inadequate or malfunctioning sanitary facilities or waste disposal systems.

116.2.1.2.7 Swimming pools that contain stagnant water are deemed unsanitary and dangerous to human life and public welfare and shall be presumed and deemed unsafe.

116.2.1.2.8 By reason of use or Occupancy the area, height, type of construction, fire-resistivity, means of egress, electrical equipment, plumbing, air conditioning or other features regulated by this Code do not comply with this Code for the use and Group of Occupancy.

116.2.1.2.9 Any mobile home that is being modified in violation of Department of Highway safety and motor vehicles Florida Administrative Code section 15C-2.0081 may be deemed unsafe or a fire hazard.

116.2.1.3 A Building, or part thereof, shall be presumed to be unsafe if:

116.2.1.3.1 The construction, installation of electrical, plumbing or other equipment therein or thereon, or the partial construction or installation of equipment has been commenced or completed without a permit therefore having been obtained or the permit therefore expired prior to completion and a Certificate of Occupancy issued.

116.2.1.3.2 By reason of illegal or improper use, occupancy, or maintenance does not comply with this Code or the Code in effect at the time of construction or the applicable Minimum Housing Code.

116.2.2 Valuation Criteria.

116.2.2.1 If the cost of completion, alteration, repair and/or replacement of an unsafe building or structure or part thereof exceeds fifty

(50) percent of its value, such building shall be demolished and removed from the premises. If the cost of completion, alteration, repair and/or replacement of an unsafe building or structure or part thereof does not exceed fifty (50) percent of such replacement cost, such building or structure may be repaired and made safe, as provided in the FBC Existing Building.

116.2.2.2 If the cost of structural repair or structural replacement of an unsafe building or structure or part thereof exceeds thirty-three (33) percent of the structural value such building or structure or part thereof shall be demolished and removed from the premises; and if the cost of such structural repairs does not exceed thirty-three (33) percent of such replacement cost, such building or structure or part thereof may be structurally repaired and made safe, as provided in FBC Existing Building.

116.2.2.3 In order to determine the value of a building or structure and the cost of alterations, repairs and replacement, the guides and standards provided in the FBC Existing Buildings shall apply.

116.2.2.4 An Exception to the above percentages may be recognized provided:

116.2.2.4.1 The owner of property has the ways and means to complete the work.

116.2.2.4.2 All imminent danger has been removed from the site.

116.2.2.4.3 All applicable Zoning regulations are met.

116.2.2.4.4 All applicable requirements of other departments and agencies are met.

116.2.2.4.5 Criteria noted in FBC Existing Building are followed.

116.2.2.4.6 Any remaining portion of the structure to be used in rebuilding is certified as safe by an Engineer or Architect.

116.3 Inspection of Unsafe Buildings and Structures. The Building Official, on his or her own initiative or as a result of reports by others, shall examine or cause to be examined every building or structure appearing or reported to be unsafe, and if such is found to be an

unsafe Building or structure as defined in this Section, the Building Official shall post the property concerned and shall furnish the owner of such Building or structure with written notice, the manner of posting and furnishing of written notice is provided hereinafter.

116.4 Posting. The Building Official shall post a signed notice in a conspicuous location on the building or structure which has been determined to be unsafe. The posted notice shall read substantially as follows:

"UNSAFE BUILDING." This building or structure is, in the opinion of the Building Official, unsafe, as defined in Section 116 of this Code.

This Building Shall Be Vacated — Shall Not Be Occupied. Action shall be taken by the owner as further prescribed by written notice previously served. This Notice Shall Not Be Removed Except By The Building Official. Date _____

116.5 Emergency Action.

116.5.1 When in the opinion of the Building Official, there is actual or immediate danger of the failure or the collapse of a building or structure, or there is a health, windstorm or fire hazard, he or she may order the occupants to vacate, temporarily close for use or occupancy the rights-of-way thereto, sidewalks, streets or adjacent buildings or nearby area and institute such other temporary safeguards, including securing posting and demolition of the building or structure, as he or she may deem necessary under the circumstances, and may employ the necessary labor and materials to perform the required work as expeditiously as possible.

116.5.2 Costs incurred in the performance of such emergency work shall be paid by the appropriate governmental authority and upon the recording in the public records of this County a certificate executed by the Building Official, certifying the amount so expended and why expended, the same shall become a lien against the property involved.

116.6 Notice of Violation. The Building Official shall give the owner of record of the premises concerned written notice by certified or registered mail, addressed to such person's last known address. If proof of service by registered or certified mail is not completed by signed return receipt, then a copy of the written notice shall be affixed to the structure concerned and such procedure shall be deemed proper service, and the time for compliance, stipulated in the notice, shall be deemed

to commence with the date such notice is so affixed. This written notice shall state the defects which constitute a violation of this Section and shall prescribe the action to be taken to comply and the time within which compliance must be accomplished, such time to be ten (10) business days, subject to reasonable extension when requested in writing, for reasons which the Building Official considers justifying an extension of time. All such extensions of time shall be by written approval of the Building Official. In addition, this written notice will explain the right of appeal of the decision of the Building Official to the Unsafe Structures and Housing Appeals Board, and also advise that unless there is compliance with the instructions in the Notice of Violation or an appeal is filed that a public hearing before the Unsafe Structures and Housing Appeals Board will be initiated by the Building Official after time for compliance has expired.

116.7 Recording of Notice of Violation.

116.7.1 If the owner of the property concerned has not complied with the requirements as stated in the Notice of Violation within the time stipulated or has not appealed the action of the Building Official as stated in the Notice of Violation within the time specified, the Building Official may file an appropriate instrument in the office of the Clerk of the Circuit Court, to be recorded in the public records of this County, indicating that violations of this Code, and of Section 116 thereof, exist upon the property involved.

116.7.2 The recording of such notice shall constitute constructive notice to all concerned, as well as to any subsequent purchasers, transferees, grantees, mortgages, lessees and all persons claiming or acquiring interest in said property.

116.7.3 When the violation specified in the Notice of Violation has been corrected, the Building Official shall file for record a certificate certifying that the violation has been corrected, upon being paid for the filing fees incurred.

116.8 Appeal and Review. The owner or anyone having an interest in a building or structure which has been determined to be unsafe, and concerning which a Notice of Violation has been served by the Building Official, may appeal the decision of the Building Official as stated in the Notice of Violation, to the Unsafe Structures and Housing Appeals Board, if such appeal is filed prior to the expiration of the time allowed for

compliance specified in such notice; provided, in no event shall appeal period be less than ten (10) business days. Such appeal shall be in writing, addressed to the Secretary of the Unsafe Structures and Housing Appeals Board, and shall be in the form of a certified statement, stating the reasons for such an appeal and stating wherein they consider the Building Official to be in error. Upon receipt of the appeal, the Secretary of the Board will proceed to notify all parties in interest as to the time and place the Unsafe Structures and Housing Appeals Board shall conduct a public hearing on the matter. The procedure for the serving of and the form of notice is provided hereinafter.

116.9 Notice of Public Hearing. If the owner, or other parties having an interest do not comply with the terms of the Notice of Violation and do not file an appeal within the time stipulated, the Building Official shall then apply for a public hearing to be conducted by the Unsafe Structures and Housing Appeals Board, and the Secretary of the Unsafe Structures and Housing Appeals Board shall notify all parties in interest of the time and place of such public hearing on the matter. The procedure for the serving and the form of notice shall be the same as in the case where an appeal has been filed by the owner or other parties in interest and such procedure and form of notice shall be as set forth hereinafter.

116.9.1 When an appeal has been properly filed, or when the public hearing is initiated by the Building Official, as provided herein, the Secretary of the Unsafe Structures and Housing Appeals Board shall issue a notice in the Board's name, requiring the owner of record and all parties having an interest to appear before the Board in person or by an attorney at the time set forth in such notice, but not earlier than ten (10) days after service thereof, and show cause why the decision of the Building Official should not be carried out.

116.9.2 As many alias and pluries notices may be issued as may be necessary.

116.9.3 Service of such notices shall be certified or registered mail to the last known address of the party being served, if known; however, failure to receive such notice shall not invalidate the same as such notice shall also be perfected by posting such notice on the property and by publishing a copy

thereof in a newspaper published in this County, such publication to be for two (2) times one (1) week apart.

116.9.4 The time for appearing and showing cause as aforesaid, and a description of the property shall be as set forth in such published notice; provided, such time shall not be less than ten (10) days after the last publication thereof.

116.9.5 Any person or party who shall not appear and show cause as aforesaid shall be as fully bound by proceedings taken as if he or she had appeared and shown cause.

116.10 Public Hearing.

116.10.1 On the day established in the notice of public hearing the Board shall review all pertinent evidence and hear all testimony from the Building Official, the owner and other parties in interest and their respective witnesses.

116.10.2 The Board may modify, rescind, or uphold the decision of the Building Official as recited in the Notice of Violation and may order the owner or persons responsible for the building or structure to vacate, or cause to be vacated forthwith, to make repairs and to take necessary action to secure the building, or to demolish the building or structure and remove the salvage, contents debris and abandoned property from the premises, all within the time stipulated in the order by the Board.

116.10.3 Such order shall be entered in the minute book of the Board within three (3) days after such public hearing and a copy of such order shall be forwarded to the owner and all parties in interest by registered or certified mail and a copy thereof posted on the premises.

116.10.4 If the owner or those responsible shall fail to comply with the order of the Board within the time stipulated therein, and such order is to repair, or secure the building to make safe, then the Building Official shall cause such building to be vacated, if occupied, and shall through his or her employees or through a contractor making the lowest responsible bid, secure the building or structure.

116.10.5 If the order is to demolish the building or structure and to remove the salvage, contents, debris and abandoned property from the premises, and the owner or those responsible shall have failed to comply with such order, then the Building Official may

do so thereafter through his or her employees or through a contractor making the lowest responsible bid.

116.10.6 The Building Official may sell to the highest bidder or bidders for cash the salvage and the contents of such building or other structure so demolished which have not been removed by the owner of the land.

116.10.7 If no bids are received for such salvage or contents the Building Official may destroy that for which no bids are received.

116.10.8 Advertisement calling for bids shall be published by the Building Official one (1) time in a newspaper published in the County.

116.11 Recovery of Cost.

116.11.1 The entire costs incurred pursuant to Section 116.5 to Section 116.10 of this Code shall be paid by the owner or occupant of the premises or by the person who caused or maintained the violation.

116.11.2 The Building Official shall file among his or her records an affidavit stating with fairness and accuracy the items of expense and the date of execution of actions authorized by Section 116.5 or Section 116.10 of this Code.

116.11.3 The enforcing agency may institute a suit to recover such expenses against any liable person or may cause such expenses to be charged against the property as a lien or as a special assessment collectable according to established procedures.

116.11.4 Except with respect to a lien imposed for expenses incurred in demolition, nothing herein shall be construed as placing a lien upon property which supersedes the lien of any mortgage on such property executed and recorded prior to the existence of a lien authorized herein.

116.11.5 Any costs incurred pursuant to Section 116.5 or Section 116.10 of this Code which result in demolition of unsafe buildings, structures or equipment shall be a lien prior in dignity to all liens, excepting county tax liens and liens of equal dignity with county tax liens.

116.12 Review. Any person aggrieved by a decision of the Unsafe Structure Board may seek judicial review of that decision in accordance with the Florida Appellate Rules.

116.13 Unsafe Structures Board. The Unsafe Structures Board is hereby created, consisting of nine (9) members who shall be appointed by the Appointing Authority. All professional members of the Unsafe Structures Board should be registered and licensed in the State of Florida. In the event the Appointing Authority cannot find a properly qualified resident of the area under its jurisdiction, it may by majority vote of its membership, appoint a qualified non-resident of the specific categories or professions required.

116.13.1 Qualification of Members. Members of the Board shall be permanent residents of the area under the jurisdiction of the Appointing Authority, who possess outstanding reputations for civic activity, interest, integrity, responsibility, and business or professional ability. The composition and representative membership of the Board shall be as follows: an Engineer, an Architect, a General Contractor, an Electrical Contractor, an Attorney at Law, a Plumbing Contractor, a Real Estate Appraiser, a Real Estate Property Manager and a Citizen with experience and background in social problems.

116.13.2 Terms of Office. In order that the terms of office of all members of the Board shall not expire at the same time, the initial appointments to the Board shall be as follows: Three (3) members for the term of two (2) years, three (3) members for the term of three (3) years, and three (3) members for the term of four (4) years. Thereafter, all appointments shall be for the term of three (3) years, provided that the term in all instances shall continue until a successor is appointed and qualified. Appointments to fill any vacancy on the Board shall be for the remainder of the unexpired term, but failure to fill a vacancy shall not invalidate any action or decision of the Board.

116.13.3 Organization of the Board.

116.13.3.1 The members of the board shall elect a Chairman and a Vice Chairman and such other officers as may be deemed necessary or desirable, who shall serve at the will of the Board. Election of officers shall be held at the first meeting after February First, and such officers shall hold office for one (1) year.

116.13.3.2 Five (5) members of the Board shall constitute a quorum necessary to hold a meeting or take any action.

116.13.3.3 A majority vote of the Board membership present and voting at a duly consti-

tuted meeting shall be sufficient to overrule, modify or affirm any action or decision of the Building Official or to take any other action within the scope of the power and duties of the Board.

116.13.3.4 Members shall serve without compensation but shall be entitled to reimbursement for necessary expenses incurred in the performance of their Official duties, upon approval by the legislative body adopting this Code.

116.13.3.5 No member of the Board shall sit as a voting member in any hearing on a matter in which he or she has a personal or financial interest.

116.13.3.6 The Building Official, or his or her designee, shall be the Secretary of the Board but shall have no vote.

116.13.3.7 The Chairman or the Secretary may call meetings of the Board, and meetings may be called by written notice signed by three (3) members of the Board.

116.13.3.8 Minutes and records shall be kept of all meetings of the Board and all meetings shall be public.

116.13.3.9 All hearings shall be open to the public, and any person whose interest may be affected by the matter on appeal shall be given an opportunity to be heard in person, or through his or her attorney.

116.13.3.10 Witnesses may be sworn and subpoenaed by the Board in a like manner as they are subpoenaed by the court or courts in the County in which this Code is adopted.

116.13.3.11 The hearings shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.

116.13.3.12 Hearsay evidence may be used for the purpose of supplementing or explaining

any direct evidence but shall not be sufficient itself to support a finding unless it would be admissible over objection in civil actions.

116.13.3.13 The rules of privilege shall be effective to the same extent that they are now, or hereafter may be, recognized in civil actions; and irrelevant and unduly repetitious evidence shall be excluded.

116.13.3.14 The Board may establish rules and regulations for its own procedure.

116.13.3.15 The Building Official shall provide adequate and competent clerical and administrative personnel and such technical or scientific personnel as may be reasonably required by the Board for the proper performance of its duties, and shall maintain a record of all proceedings in the office of the Building Official, and shall make available for copying any and all portions of the record of the proceeding and may certify the same as a true copy and make a reasonable charge therefore.

116.13.3.16 The Building Official shall provide a regular meeting place for the Board.

116.13.4 Duties and Powers of the Board. The board shall have the following duties, functions, powers, and responsibilities:

116.13.4.1 Hear and determine appeals from actions and decisions of the Building Official pursuant to the provisions thereof.

116.13.4.2 Hear and review the application of the Building Official for review of his action where his decision as indicated in a Notice of Violations has not been complied with.

116.13.4.3 Affirm, modify, or reverse the decision of the Building Official upon appeal or on application for review.

116.13.4.4 The Board, through its Secretary, shall transmit the record with all exhibits, instruments, papers, and transcripts of its proceedings to the appointing authority in the event that authority shall consider the matter pursuant to applicable law in that regard made and provided.

116.13.4.5 Hear and determine appeals from actions and decisions of the enforcing agency pursuant to the provisions of the applicable Minimum Housing Code.

116.14 Duties of Legal Counsel. It shall be the duty of the attorney for the appointing authority, when so requested, to appear at all hearings before the Unsafe Structures Board and to represent and advise the Board.

116.15 Conflict of Interest. No Building Official, Board Member or employee charged with the enforcement of this law shall have any financial interest, directly or indirectly, in any repairs, corrections, construction or demolition which may be required, nor shall any Building Official, board member or employee give to anyone the location of any property or the names of owners thereof on which repairs, corrections or demolition have been ordered, except as otherwise directed hereinafter, until after the owners have been formally advised at which time such shall become a matter of public record.

116.16 Alternative Board. As an alternative to use of its own Unsafe Structures Board, any municipality in Broward County may utilize by means of an applicable inter-local agreement, the Unsafe Structures Board of Broward County or that of another municipality located within Broward County.

Section 117 Powers and Duties of the Floodplain Administrator; Delegation, Administration, Enforcement, and Variances

117.1 Scope. In accordance with Section 553.73, Florida Statutes, the appointing Authority of Broward County or the Municipalities may delegate the authority to enforce the floodplain provisions of the Florida Building Code to a Floodplain Administrator, the Building Official, or any other appropriate agency or combination thereof.

117.2 Intent. A Floodplain Administrator, the Building Official, or any other appropriate agency or combination thereof, as designated, is authorized and directed to administer and enforce the flood provisions of the FBC and any adopted flood hazard ordinances. The designated authority shall delegate such duties and assignments as may be deemed necessary to carry out provisions of the FBC and any adopted flood hazard ordinances, to render interpretations consistent with the intent and purpose of these codes and may estab-

ORDINANCE NO. 2022-

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING AND UPDATING ARTICLE VII "UNSAFE BUILDINGS" WITHIN "CHAPTER 5 – BUILDINGS AND BUILDING REGULATION" OF TOWN'S CODE BY ADDING A SECTION ESTABLISHING THE TOWN'S OWN UNSAFE STRUCTURES BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Building Official for the Town of Pembroke Park has determined that it would promote the public health, safety, and general welfare of its citizenry to establish the Town's own Unsafe Structures Board to enforce the Florida Building Code as it relates to unsafe structures, as set forth in Sections 115 and 116 of the Broward County Administrative Code, as well as Chapter 5 of the Town's Code; and

WHEREAS, the Town Commission of the Town of Pembroke Park finds that it would promote the public health, safety, and general welfare of its citizenry to establish the Town's own Unsafe Structures Board to enforce the Florida Building Code as it relates to unsafe structures, as set forth in Sections 115 and 116 of the Broward County Administrative Code, as well as Chapter 5 of the Town's Code.

NOW, THEREFORE, BE IT ORDAINED by the **Town Commission** of the **Town of Pembroke Park**:

Section 1: Article VII Unsafe Buildings, Chapter 5 Buildings and Building

Regulation. Article VIII Unsafe Buildings, Chapter 5 Buildings and Building Regulations is amended as set forth below, as shown in ~~strikethrough~~ and underline format.

* * *

Sec. 5-127. Establishment of Unsafe Structures Board and Legislative intent.

It is the intent of the Town Commission of the Town of Pembroke Park to protect the health, safety, and welfare of its citizens when they use or occupy buildings located within the town's corporate limits by establishing the Town of Pembroke Park Unsafe Structures Board.

Sec. 5-128. Qualification of members; terms of office; organization.

(a) Qualification of members. The unsafe structures board shall consist of nine (9) members appointed by the town commission. Members of the unsafe structures board shall be permanent residents of the town who possess outstanding reputations for civic activity, interest, integrity, responsibility and business or professional responsibility. All professional members of the board shall be registered and licensed by the state and county, when applicable. Members shall be appointed by the town commission and the representative membership of the board shall be as follows:

- (1) A registered engineer;
- (2) A registered architect;
- (3) A general contractor;
- (4) An electrical contractor;
- (5) An attorney at law;
- (6) A plumbing contractor;
- (7) A real estate appraiser;
- (8) A real estate property manager; and
- (9) A citizen with experience and background in the field of social problems.

In the event the commission cannot find properly qualified residents, the town commission may appoint a qualified nonresident within the specific categories or professions required. As an alternative to appointing board members or in the event the board is unable to meet or convene for any reason, the Building Official may use the Broward County Unsafe Structures Board to hear and dispose of cases brought by the town's building official.

(b) Terms of office. In order that the terms of office of all the members of the unsafe structures board shall not expire at the same time, the initial appointments to the board shall be as follows:

- (1) Three (3) members for the term of two (2) years;

(2) Three (3) members for the term of three (3) years; and

(3) Three (3) members for the term of four (4) years.

Thereafter, all appointments shall be for the term of three (3) years, provided that the term of office, in all instances, shall continue until a successor is appointed and qualified. Appointments to fill any vacancy on the board shall be for the remainder of the unexpired term, but failure to fill a vacancy shall not invalidate any action or decision of the board.

(c) Organization.

(1) The members of the unsafe structures board shall elect a chairperson and a vice-chairperson and such other officers as may be deemed necessary or desirable, who shall serve at the will of the board. Election of officers shall be held annually at the first meeting after February first, and such officers shall hold office for one (1) year.

(2) Five (5) members of the board shall constitute a quorum necessary to hold a meeting or take any action.

(3) A majority vote of the board membership present and voting at a duly constituted meeting shall be sufficient to overrule, modify or affirm any action or decision of the building official or to take any other action within the scope of the powers and duties of the board.

(5) No member of the board shall sit as a voting member in any hearing on a matter in which he or she has a personal or financial interest.

(6) The building official, or a designee, shall be the secretary of the board but shall have no vote.

(7) The chairperson or the secretary may call meetings of the board, and meetings may be called by written notice signed by three (3) members of the board.

(8) Minutes and records shall be kept of all meetings of the board, and all meetings shall be public.

(9) All hearings by the board shall be open to the public, and any person whose interest may be affected by the matter on appeal shall be given an opportunity to be heard in person, or through his or her attorney.

(10) Witnesses may be sworn and subpoenaed by the board in a like manner as they are subpoenaed by the courts in the county.

(11) The hearings shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.

(12) The rules of privilege shall be effective to the same extent that they are now, or hereafter may be, recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.

(13) The board may establish rules and regulations for its own procedure.

(14) The town shall provide adequate and competent clerical and administrative personnel and such technical or scientific personnel as may be reasonably required by the board for the

proper performance of its duties, subject to budget limitations and shall maintain a record of all proceedings in the office of the town clerk, including but not limited to a court reporter's transcript of the proceeding, and shall make available for copying any and all portions of the record of the proceedings and may certify the same as a true copy and make a reasonable charge therefore; provided, the court reporter shall certify the copy of his or her transcript.

(15) The town shall provide a regular meeting place for the board.

Sec. 5-129. Duties and powers; conflict of interest; duties of legal counsel.

(a) *Duties and powers.* The powers and duties of the unsafe structures board shall be as follows:

- (1) Hear and determine appeals from actions and decisions of the building official.
- (2) Hear and review the application of the building official for review of his or her action where his or her decision, as indicated in a notice of violation, has not been complied with.
- (3) Affirm, modify or reverse the decision of the building official upon appeal or on application for review.
- (4) Through its secretary, shall transmit the record with all exhibits, instruments, papers, and transcripts of its proceedings to the court in the event of an appeal.
- (5) Hear and determine appeals from actions and decisions of the building official and building department pursuant to the provisions of the applicable minimum housing code.
- (6) All other duties and powers provided for in the Florida Building Code, and Florida Building Code Broward Edition, as amended from time to time.

(b) *Conflict of interest.* No official, board member or employee of the town charged with the enforcement of this article shall have any financial interest, directly or indirectly, in any repairs, corrections, construction or demolition which may be required, nor shall any official, board member or employee of the town give to anyone the location of any property or the names of owners thereof on which repairs, corrections or demolition have been ordered, except as otherwise directed hereinafter, until after the owners have been formally advised at which time such shall become a matter of public record.

(c) *Duties of legal counsel.* It shall be the duty of the town attorney or their designee, when so requested, to appear at all hearings before the unsafe structures board and to represent and advise the board.

Sec. 5-130. Inspection of unsafe buildings and structures; notice of violation; posting; recording of notice of violation.

(a) *Inspection of unsafe building and structures.* The building official, on his or her own initiative or as a result of reports by others, shall examine or cause to be examined every building or structure appearing or reported to be unsafe, and if such is found to be an

unsafe building or structure, the building official shall post the property concerned and shall furnish the owner of such building or structure with written notice in the manner provided for in subsection (b) below.

(b) *Notice of violation.* The building official shall, at least ten (10) Business days prior to posting an unsafe building, give the owner of record of the premises concerned written notice by certified or registered mail, addressed to such person's last known address.

(1) If proof of service by registered or certified mail is not completed by signed return receipt, then a copy of the written notice shall be affixed to the structure concerned and such procedure shall be deemed proper service, and the time for compliance, stipulated in the notice, shall be deemed to commence with the date such notice is so affixed.

(2) This written notice shall state the defects which constitute a violation of this section or the Florida Building Code, Florida Building Code Broward County Edition, or both, and shall prescribe the action to be taken to comply and the time within which compliance must be accomplished, such time shall be reasonable under the particular circumstances involved, subject to reasonable extension when requested in writing, for reasons which the building official considers justifying an extension of time. All such extensions of time shall be by written approval of the building official.

(3) In addition, this written notice shall explain the right of appeal of the decision of the building official to the unsafe structures board, and also advise that unless there is compliance with the instructions in the notice of violation or an appeal is filed that a public hearing before the unsafe structures board will be initiated by the building official after the time for compliance has expired.

(c) Posting. The building official shall post, but not before ten (10) Business days after the notice of violation hereinafter provided has been served, a signed notice in a conspicuous location on the building or structure which has been determined to be unsafe. The posted notice shall read substantially as follows:

UNSAFE BUILDING. This building or structure is, in the opinion of the Building Official, unsafe, as defined in Section 116 of the Florida Building Code, Broward County Edition, and Chapter 5 of the Town's Code. This building SHALL BE VACATED—SHALL NOT BE OCCUPIED. Action shall be taken by the owner as further prescribed by written notice previously served. THIS NOTICE SHALL NOT BE REMOVED EXCEPT BY THE BUILDING OFFICIAL. DATE _____.

(d) Recording of notice of violation.

(1) If the owner of the property concerned has not complied with the requirements as stated in the notice of violation within the time stipulated or has not appealed the action of the building official as stated in the notice of violation within the time specified, the building official may file an appropriate instrument in the office of the clerk of the court, to be recorded in the public records of the county, indicating that violations of the Florida Building Code, Broward County Edition, and of Section 116 thereof, and Chapter 5 of this Code, exist upon the property involved.

(2) The recording of such notice shall constitute constructive notice to all concerned, as well as to any subsequent purchasers, transferees, grantees, mortgagees, lessees and all persons claiming or acquiring interest in such property.

(3) When the violation specified in the notice of violation has been corrected, the building official shall file a document in the public records of the county certifying that the violation has been corrected upon payment of the filing fees by the property owner.

Sec. 5-131. Appeal procedure; notice of public hearing.

(a) Procedure. The owner or anyone having an interest in a building or structure which has been determined to be unsafe, and concerning which a notice of violation has been served by the building official, may appeal the decision of the building official as stated in the notice of violation to the unsafe structures board. Such an appeal shall be filed prior to the expiration of the time allowed for compliance specified in such notice; provided, however that in no event shall the appeal period be less than ten (10) Business days.

(1) Such appeal shall be in writing, addressed to the secretary of the unsafe structures board, and shall be in the form of a certified statement, stating the reasons for such an appeal and stating wherein they consider the building official to be in error.

(2) Upon receipt of the appeal, the secretary of the board shall proceed to notify all parties in interest as to the time and place the unsafe structures board shall conduct a public hearing on the matter. The procedure for the serving of, and the form of notice is provided for in subsection (b) below

(b) Notice of public hearing.

(1) If the owner or other parties having an interest in the property do not comply with the terms of the notice of violation and do not file an appeal within the time stipulated, the building official shall then apply for a public hearing to be conducted by the unsafe structures board, and the secretary of the unsafe structures board shall notify all parties in interest of the time and place of such public hearing on the matter.

(2) The procedure for the serving, and the form of notice shall be the same in the case where an appeal has been filed by the owner or other parties in interest and such procedure and the form of notice shall be as set forth below:

(3) When an appeal has been properly filed, or when the public hearing is initiated by the building official, as provided herein, the secretary of the unsafe structures board shall issue a notice in the board's name, requiring the owner of record and all parties having an interest to appear before the board in person or by an attorney at the time set forth in such notice, but not earlier than ten (10) days after service of the notice, and show cause why the decision of the building official should not be carried out.

(4) Service of such notices shall be by certified or registered mail to the last known address of the party being served, if known; however, failure to receive such notice shall not invalidate the same as such notice shall also be perfected by posting such notice on the property and by publishing a copy thereof in a newspaper published in Broward County, such publication to be two (2) times, one (1) week apart.

(5) The time for appearing and showing cause as aforesaid, and a description of the property shall be set forth in such published notice; provided, such time shall not be less than ten (10) days after the last publication of the notice.

(6) Any person or party who shall not appear and show cause as aforesaid shall be as fully bound by proceedings taken as if he or she had appeared and shown cause.

(c) Conduct of public hearing.

(1) On the day established in the notice of public hearing the unsafe structures board shall review all pertinent evidence and hear all testimony from the building official, the owner and other parties in interest and their respective witnesses.

(2) The board, by the issuance of a written order, may modify, rescind, or uphold the decision of the building official as recited in the notice of violation and may order the owner or persons responsible for the building or structure to vacate, or cause to be vacated forthwith, to make repairs and to take necessary action to secure the building, or to demolish the building or structure and remove the salvage, contents, debris and abandoned property from the premises, all within the time stipulated in the order by the board.

(3) Such order shall be entered in the minute book of the board within three (3) days after such public hearing and a copy of such order shall be forwarded to the owner, and all parties in interest by registered mail, and a copy thereof posted on the premises.

(4) If the owner or those responsible shall fail to comply with the order of the board within the time stipulated therein, and such order is to repair, or secure the building to make it safe, then the town shall cause such building to be vacated, if occupied, and shall through the town or through a contractor making the lowest responsible bid, secure the building or structure.

(5) If the order is to demolish the building or structure and to remove the salvage, contents, debris and abandoned property from the premises, and the owner or those responsible shall have failed to comply with such order, then the town may do so thereafter through the town or through a contractor making the lowest responsible bid.

(6) The town may sell to the highest bidder or bidders for cash the salvage and the contents of such building or other structure so demolished which have not been removed by the owner of the land.

(7) If no response to bids are received for such salvage or contents the town may destroy that for which no bids are received.

(8) Bids shall be secured as provided for in the Town's procurement code which requirements may be waived by the town commission for good cause.

(d) Judicial review. Any person aggrieved by a decision of the unsafe structures board may seek judicial review of that decision in accordance with the Florida Rules of Appellate Procedure.

(e) Standards.

(1) Determination. Buildings or structures that are, or hereafter shall become unsafe, unsanitary or deficient in adequate facilities for means of egress, or which constitute a fire or windstorm hazard, or illegal or improper use, occupancy or maintenance, or which do not comply with the provisions of the applicable minimum housing code, or which have been

substantially damaged by the elements, acts of God, fire, explosion or otherwise shall be deemed unsafe buildings and a permit shall be obtained to demolish the structure or bring the building to comply with the applicable codes.

(2) Action required. Unsafe buildings or structures shall be demolished and removed from the premises concerned, or made safe, sanitary and secure in a manner required by the building official and as provided in this article, provided that where replacement, repair, alteration or demolition is required on buildings or structures within the purview of the applicable minimum housing code, the provisions of such code shall be complied with and shall control.

(3) Criteria. The criteria set out in section 116 of the Florida Building Code, Broward County Edition, as amended, shall be used by the building official in determining an unsafe building.

* * *

Section 2. Codification. It is the intention of the Town Commission of the Town of Pembroke Park, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Pembroke Park's Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 3: Severability. The provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4: Conflict. All Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent

of such conflict.

Section 5: Effective Date. This Ordinance shall be enacted immediately upon its passage and adoption after Second Reading by the Town Commission.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2022.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2022.

ATTEST:

Clerk

GEOFFREY JACOBS
Mayor-Commissioner

Approved as to form and legal sufficiency

Melissa P. Anderson
Town Attorney

ORDINANCE NO. 2022-008

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING AND UPDATING ARTICLE VII “UNSAFE BUILDINGS” WITHIN “CHAPTER 5 – BUILDINGS AND BUILDING REGULATION” OF TOWN’S CODE BY ADDING A SECTION ESTABLISHING THE TOWN’S OWN UNSAFE STRUCTURES BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Building Official for the Town of Pembroke Park has determined that it would promote the public health, safety, and general welfare of its citizenry to establish the Town’s own Unsafe Structures Board to enforce the Florida Building Code as it relates to unsafe structures, as set forth in Sections 115 and 116 of the Broward County Administrative Code, as well as Chapter 5 of the Town’s Code; and

WHEREAS, the Town Commission of the Town of Pembroke Park finds that it would promote the public health, safety, and general welfare of its citizenry to establish the Town’s own Unsafe Structures Board to enforce the Florida Building Code as it relates to unsafe structures, as set forth in Sections 115 and 116 of the Broward County Administrative Code, as well as Chapter 5 of the Town’s Code.

NOW, THEREFORE, BE IT ORDAINED by the **Town Commission** of the **Town of Pembroke Park**:

Section 1: Article VII Unsafe Buildings, Chapter 5 Buildings and Building

Regulation. Article VIII Unsafe Buildings, Chapter 5 Buildings and Building Regulations is amended as set forth below, as shown in ~~striketrough~~ and underline format.

* * *

Sec. 5-127. Establishment of Unsafe Structures Board and Legislative intent.

It is the intent of the Town Commission of the Town of Pembroke Park to protect the health, safety, and welfare of its citizens when they use or occupy buildings located within the town's corporate limits by establishing the Town of Pembroke Park Unsafe Structures Board.

Sec. 5-128. Qualification of members; terms of office; organization.

(a) Qualification of members. The unsafe structures board shall consist of nine (9) members appointed by the town commission. Members of the unsafe structures board shall be permanent residents of the town who possess outstanding reputations for civic activity, interest, integrity, responsibility and business or professional responsibility. All professional members of the board shall be registered and licensed by the state and county, when applicable. Members shall be appointed by the town commission and the representative membership of the board shall be as follows:

- (1) A registered engineer;
- (2) A registered architect;
- (3) A general contractor;
- (4) An electrical contractor;
- (5) An attorney at law;
- (6) A plumbing contractor;
- (7) A real estate appraiser;
- (8) A real estate property manager; and
- (9) A citizen with experience and background in the field of social problems.

In the event the commission cannot find properly qualified residents, the town commission may appoint a qualified nonresident within the specific categories or professions required. As an alternative to appointing board members or in the event the board is unable to meet or convene for any reason, the Building Official may use the Broward County Unsafe Structures Board to hear and dispose of cases brought by the town's building official.

(b) Terms of office. In order that the terms of office of all the members of the unsafe structures board shall not expire at the same time, the initial appointments to the board shall be as follows:

- (1) Three (3) members for the term of two (2) years;
- (2) Three (3) members for the term of three (3) years; and

(3) Three (3) members for the term of four (4) years.

Thereafter, all appointments shall be for the term of three (3) years, provided that the term of office, in all instances, shall continue until a successor is appointed and qualified. Appointments to fill any vacancy on the board shall be for the remainder of the unexpired term, but failure to fill a vacancy shall not invalidate any action or decision of the board.

(c) Organization.

(1) The members of the unsafe structures board shall elect a chairperson and a vice-chairperson and such other officers as may be deemed necessary or desirable, who shall serve at the will of the board. Election of officers shall be held annually at the first meeting after February first, and such officers shall hold office for one (1) year.

(2) Five (5) members of the board shall constitute a quorum necessary to hold a meeting or take any action.

(3) A majority vote of the board membership present and voting at a duly constituted meeting shall be sufficient to overrule, modify or affirm any action or decision of the building official or to take any other action within the scope of the powers and duties of the board.

(5) No member of the board shall sit as a voting member in any hearing on a matter in which he or she has a personal or financial interest.

(6) The building official, or a designee, shall be the secretary of the board but shall have no vote.

(7) The chairperson or the secretary may call meetings of the board, and meetings may be called by written notice signed by three (3) members of the board.

(8) Minutes and records shall be kept of all meetings of the board, and all meetings shall be public.

(9) All hearings by the board shall be open to the public, and any person whose interest may be affected by the matter on appeal shall be given an opportunity to be heard in person, or through his or her attorney.

(10) Witnesses may be sworn and subpoenaed by the board in a like manner as they are subpoenaed by the courts in the county.

(11) The hearings shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.

(12) The rules of privilege shall be effective to the same extent that they are now, or hereafter may be, recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.

(13) The board may establish rules and regulations for its own procedure.

(14) The town shall provide adequate and competent clerical and administrative personnel and such technical or scientific personnel as may be reasonably required by the board for the proper performance of its duties, subject to budget limitations and shall maintain a record of all proceedings in the office of the town clerk, including but not limited to a court reporter's transcript of the proceeding, and shall make available for copying any and all portions of the

record of the proceedings and may certify the same as a true copy and make a reasonable charge therefore; provided, the court reporter shall certify the copy of his or her transcript.

(15) The town shall provide a regular meeting place for the board.

Sec. 5-129. Duties and powers; conflict of interest; duties of legal counsel.

(a) *Duties and powers.* The powers and duties of the unsafe structures board shall be as follows:

- (1) Hear and determine appeals from actions and decisions of the building official.
- (2) Hear and review the application of the building official for review of his or her action where his or her decision, as indicated in a notice of violation, has not been complied with.
- (3) Affirm, modify or reverse the decision of the building official upon appeal or on application for review.
- (4) Through its secretary, shall transmit the record with all exhibits, instruments, papers, and transcripts of its proceedings to the court in the event of an appeal.
- (5) Hear and determine appeals from actions and decisions of the building official and building department pursuant to the provisions of the applicable minimum housing code.
- (6) All other duties and powers provided for in the Florida Building Code, and Florida Building Code Broward Edition, as amended from time to time.

(b) *Conflict of interest.* No official, board member or employee of the town charged with the enforcement of this article shall have any financial interest, directly or indirectly, in any repairs, corrections, construction or demolition which may be required, nor shall any official, board member or employee of the town give to anyone the location of any property or the names of owners thereof on which repairs, corrections or demolition have been ordered, except as otherwise directed hereinafter, until after the owners have been formally advised at which time such shall become a matter of public record.

(c) *Duties of legal counsel.* It shall be the duty of the town attorney or their designee, when so requested, to appear at all hearings before the unsafe structures board and to represent and advise the board.

Sec. 5-130. Inspection of unsafe buildings and structures; notice of violation; posting; recording of notice of violation.

(a) *Inspection of unsafe building and structures.* The building official, on his or her own initiative or as a result of reports by others, shall examine or cause to be examined every building or structure appearing or reported to be unsafe, and if such is found to be an unsafe building or structure, the building official shall post the property concerned and shall furnish the owner of such building or structure with written notice in the manner provided for in subsection (b) below.

- (b) Notice of violation. The building official shall, at least ten (10) Business days prior to posting an unsafe building, give the owner of record of the premises concerned written notice by certified or registered mail, addressed to such person's last known address.
- (1) If proof of service by registered or certified mail is not completed by signed return receipt, then a copy of the written notice shall be affixed to the structure concerned and such procedure shall be deemed proper service, and the time for compliance, stipulated in the notice, shall be deemed to commence with the date such notice is so affixed.
- (2) This written notice shall state the defects which constitute a violation of this section or the Florida Building Code, Florida Building Code Broward County Edition, or both, and shall prescribe the action to be taken to comply and the time within which compliance must be accomplished, such time shall be reasonable under the particular circumstances involved, subject to reasonable extension when requested in writing, for reasons which the building official considers justifying an extension of time. All such extensions of time shall be by written approval of the building official.
- (3) In addition, this written notice shall explain the right of appeal of the decision of the building official to the unsafe structures board, and also advise that unless there is compliance with the instructions in the notice of violation or an appeal is filed that a public hearing before the unsafe structures board will be initiated by the building official after the time for compliance has expired.
- (c) Posting. The building official shall post, but not before ten (10) Business days after the notice of violation hereinafter provided has been served, a signed notice in a conspicuous location on the building or structure which has been determined to be unsafe. The posted notice shall read substantially as follows:
UNSAFE BUILDING. This building or structure is, in the opinion of the Building Official, unsafe, as defined in Section 116 of the Florida Building Code, Broward County Edition, and Chapter 5 of the Town's Code. This building SHALL BE VACATED—SHALL NOT BE OCCUPIED. Action shall be taken by the owner as further prescribed by written notice previously served. THIS NOTICE SHALL NOT BE REMOVED EXCEPT BY THE BUILDING OFFICIAL. DATE _____.
- (d) Recording of notice of violation.
- (1) If the owner of the property concerned has not complied with the requirements as stated in the notice of violation within the time stipulated or has not appealed the action of the building official as stated in the notice of violation within the time specified, the building official may file an appropriate instrument in the office of the clerk of the court, to be recorded in the public records of the county, indicating that violations of the Florida Building Code, Broward County Edition, and of Section 116 thereof, and Chapter 5 of this Code, exist upon the property involved.
- (2) The recording of such notice shall constitute constructive notice to all concerned, as well as to any subsequent purchasers, transferees, grantees, mortgagees, lessees and all persons claiming or acquiring interest in such property.
- (3) When the violation specified in the notice of violation has been corrected, the building official shall file a document in the public records of the county certifying that the violation has been corrected upon payment of the filing fees by the property owner.

Sec. 5-131. Appeal procedure; notice of public hearing.

- (a) Procedure. The owner or anyone having an interest in a building or structure which has been determined to be unsafe, and concerning which a notice of violation has been served by the building official, may appeal the decision of the building official as stated in the notice of violation to the unsafe structures board. Such an appeal shall be filed prior to the expiration of the time allowed for compliance specified in such notice; provided, however that in no event shall the appeal period be less than ten (10) Business days.
- (1) Such appeal shall be in writing, addressed to the secretary of the unsafe structures board, and shall be in the form of a certified statement, stating the reasons for such an appeal and stating wherein they consider the building official to be in error.
- (2) Upon receipt of the appeal, the secretary of the board shall proceed to notify all parties in interest as to the time and place the unsafe structures board shall conduct a public hearing on the matter. The procedure for the serving of, and the form of notice is provided for in subsection (b) below
- (b) Notice of public hearing.
- (1) If the owner or other parties having an interest in the property do not comply with the terms of the notice of violation and do not file an appeal within the time stipulated, the building official shall then apply for a public hearing to be conducted by the unsafe structures board, and the secretary of the unsafe structures board shall notify all parties in interest of the time and place of such public hearing on the matter.
- (2) The procedure for the serving, and the form of notice shall be the same in the case where an appeal has been filed by the owner or other parties in interest and such procedure and the form of notice shall be as set forth below:
- (3) When an appeal has been properly filed, or when the public hearing is initiated by the building official, as provided herein, the secretary of the unsafe structures board shall issue a notice in the board's name, requiring the owner of record and all parties having an interest to appear before the board in person or by an attorney at the time set forth in such notice, but not earlier than ten (10) days after service of the notice, and show cause why the decision of the building official should not be carried out.
- (4) Service of such notices shall be by certified or registered mail to the last known address of the party being served, if known; however, failure to receive such notice shall not invalidate the same as such notice shall also be perfected by posting such notice on the property and by publishing a copy thereof in a newspaper published in Broward County, such publication to be two (2) times, one (1) week apart.
- (5) The time for appearing and showing cause as aforesaid, and a description of the property shall be set forth in such published notice; provided, such time shall not be less than ten (10) days after the last publication of the notice.
- (6) Any person or party who shall not appear and show cause as aforesaid shall be as fully bound by proceedings taken as if he or she had appeared and shown cause.
- (c) Conduct of public hearing.

- (1) On the day established in the notice of public hearing the unsafe structures board shall review all pertinent evidence and hear all testimony from the building official, the owner and other parties in interest and their respective witnesses.
- (2) The board, by the issuance of a written order, may modify, rescind, or uphold the decision of the building official as recited in the notice of violation and may order the owner or persons responsible for the building or structure to vacate, or cause to be vacated forthwith, to make repairs and to take necessary action to secure the building, or to demolish the building or structure and remove the salvage, contents, debris and abandoned property from the premises, all within the time stipulated in the order by the board.
- (3) Such order shall be entered in the minute book of the board within three (3) days after such public hearing and a copy of such order shall be forwarded to the owner, and all parties in interest by registered mail, and a copy thereof posted on the premises.
- (4) If the owner or those responsible shall fail to comply with the order of the board within the time stipulated therein, and such order is to repair, or secure the building to make it safe, then the town shall cause such building to be vacated, if occupied, and shall through the town or through a contractor making the lowest responsible bid, secure the building or structure.
- (5) If the order is to demolish the building or structure and to remove the salvage, contents, debris and abandoned property from the premises, and the owner or those responsible shall have failed to comply with such order, then the town may do so thereafter through the town or through a contractor making the lowest responsible bid.
- (6) The town may sell to the highest bidder or bidders for cash the salvage and the contents of such building or other structure so demolished which have not been removed by the owner of the land.
- (7) If no response to bids are received for such salvage or contents the town may destroy that for which no bids are received.
- (8) Bids shall be secured as provided for in the Town's procurement code which requirements may be waived by the town commission for good cause.
- (d) Judicial review. Any person aggrieved by a decision of the unsafe structures board may seek judicial review of that decision in accordance with the Florida Rules of Appellate Procedure.
- (e) Standards.
- (1) Determination. Buildings or structures that are, or hereafter shall become unsafe, unsanitary or deficient in adequate facilities for means of egress, or which constitute a fire or windstorm hazard, or illegal or improper use, occupancy or maintenance, or which do not comply with the provisions of the applicable minimum housing code, or which have been substantially damaged by the elements, acts of God, fire, explosion or otherwise shall be deemed unsafe buildings and a permit shall be obtained to demolish the structure or bring the building to comply with the applicable codes.
- (2) Action required. Unsafe buildings or structures shall be demolished and removed from the premises concerned, or made safe, sanitary and secure in a manner required by the building official and as provided in this article, provided that where replacement, repair, alteration or demolition is required on buildings or structures within the purview of the applicable minimum housing code, the provisions of such code shall be complied with and shall control.

(3) Criteria. The criteria set out in section 116 of the Florida Building Code, Broward County Edition, as amended, shall be used by the building official in determining an unsafe building.

* * *

Section 2. Codification. It is the intention of the Town Commission of the Town of Pembroke Park, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Pembroke Park's Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 3: Severability. The provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4: Conflict. All Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: Effective Date. This Ordinance shall be enacted immediately upon its passage and adoption after Second Reading by the Town Commission.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2022.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2022.

ATTEST:

GEOFFREY JACOBS
Mayor-Commissioner

MARLEN D. MARTELL
Town Clerk
Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

AGENDA ITEM REPORT



To: Commision Information
Subject: Addition to Noise Ordinance (Chapter 17)
Meeting:
Department: Building
Staff Contact: Miguel Nunez, Building Official

BACKGROUND INFORMATION:

Allows for a waiver during construction

RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

[noise ordinance-2022](#)

ORDINANCE NO. 2022-

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING AND UPDATING "CHAPTER 17 – NOISE" OF TOWN'S CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Building Official for the Town of Pembroke Park has determined that Chapter 17 of the Town's Code must be updated to facilitate more efficient and less intrusive construction and development within the Town; and

WHEREAS, the Town Commission of the Town of Pembroke Park finds that it is in the best interest of the Town and promotes the public health, safety, and general welfare of its citizenry to update "Chapter 17 – NOISE" of the Town's Code.

NOW, THEREFORE, BE IT ORDAINED by the **Town Commission** of the **Town of Pembroke Park**:

Section 1: Chapter 17 NOISE. Chapter 17 is amended as set forth below, as shown in ~~striethrough~~ and underline format.

* * *

Sec. 17-3. Sound level limitations.

* * *

(b) The following are exempt from the sound level limits of subsection (a):

- (1) Noise from emergency signaling devices;

Page 1 of 3

- (2) Sound from church bells and chimes when a part of a religious observance or service;
- (3) Noise from landscape and yard equipment when operated between 8:00 a.m. and 8:00 p.m. on weekdays and between 9:00 a.m. and 8:00 p.m. on weekends and legal holidays, provided all motorized equipment are equipped with functioning mufflers.

- (4) A limited exemption shall be allowed in cases of urgent necessity in the interest of public health and safety for ~~No~~ noise from construction activity between 7:00 a.m. and 6:00 p.m. on weekdays and between 9:00 a.m. and 6:00 p.m. on weekends and legal holidays, subject to the limitations set forth below:

a. ~~provided~~ all motorized equipment used in such activity shall ~~are~~ be equipped with functioning mufflers; and

b. a permit issued by the Building Official not to exceed three days (and which may be renewed in three day increments) shall be issued for such work if the Building Official determines that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours referenced above.

* * *

Section 2. Codification. It is the intention of the Town Commission of the Town of Pembroke Park, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Pembroke Park's Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 3: Severability. The provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4: Conflict. All Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: Effective Date. This Ordinance shall be enacted immediately upon its passage and adoption after Second Reading by the Town Commission.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2022.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2022.

ATTEST:

Clerk

GEOFFREY JACOBS
Mayor-Commissioner

Approved as to form and legal sufficiency

Melissa P. Anderson
Town Attorney

ORDINANCE NO. 2022-009

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING AND UPDATING “CHAPTER 17 – NOISE” OF TOWN’S CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Building Official for the Town of Pembroke Park has determined that Chapter 17 of the Town’s Code must be updated to facilitate more efficient and less intrusive construction and development within the Town; and

WHEREAS, the Town Commission of the Town of Pembroke Park finds that it is in the best interest of the Town and promotes the public health, safety, and general welfare of its citizenry to update “Chapter 17 – NOISE” of the Town’s Code.

NOW, THEREFORE, BE IT ORDAINED by the **Town Commission** of the **Town of Pembroke Park**:

Section 1: Chapter 17 NOISE. Chapter 17 is amended as set forth below, as shown in ~~striketrough~~ and underline format.

* * *

Sec. 17-3. Sound level limitations.

* * *

(b) The following are exempt from the sound level limits of subsection (a):

- (1) Noise from emergency signaling devices;
- (2) Sound from church bells and chimes when a part of a religious observance or service;

- (3) Noise from landscape and yard equipment when operated between 8:00 a.m. and 8:00 p.m. on weekdays and between 9:00 a.m. and 8:00 p.m. on weekends and legal holidays, provided all motorized equipment are equipped with functioning mufflers.
- (4) A limited exemption shall be allowed in cases of urgent necessity in the interest of public health and safety for Noise from construction activity between 7:00 a.m. and 6:00 p.m. on weekdays and between 9:00 a.m. and 6:00 p.m. on weekends and legal holidays, subject to the limitations set forth below:

a. ~~provided~~ all motorized equipment used in such activity ~~shall~~ ~~are~~ ~~be~~ equipped with functioning mufflers; and

b. a permit issued by the Building Official not to exceed three days (and which may be renewed in three day increments) shall be issued for such work if the Building Official determines that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours referenced above.

* * *

Section 2. Codification. It is the intention of the Town Commission of the Town of Pembroke Park, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Pembroke Park's Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 3: Severability. The provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4: Conflict. All Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: Effective Date. This Ordinance shall be enacted immediately upon its passage and adoption after Second Reading by the Town Commission.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2022.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2022.

ATTEST:

~~Clerk~~

MARLEN D. MARTELL

Town Clerk

GEOFFREY JACOBS
Mayor-Commissioner

Approved as to form and legal sufficiency

Melissa P. Anderson
Town Attorney

AGENDA ITEM REPORT



To:

Subject: Ordinance Amending Section 28-279 of the Code

Meeting:

Department: Legal

Staff Contact: Melissa Anderson, Town Attorney

BACKGROUND INFORMATION:

Town staff has determined that it would promote the public health, safety, and general welfare of its citizenry to amend Section 28-279 of the Chapter 28 "Zoning" and move Section 28-279 to the Utilities section of the Code Section 28-279 of Chapter 28 "Zoning" because the subsection pertains to utilities rather than zoning.

RECOMMENDATION:

Staff recommends approval of ordinance

ATTACHMENTS:

[28-279 amending ordinance](#)

	Status:
Joseline Ramirez, Chief Code Enforcement Officer	None
Miguel Nunez, Building Official	None
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None

ORDINANCE NO. 2022-

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING SECTION 28-279 "RESPONSIBILITY FOR CONNECTION TO TOWN SYSTEM" WITHIN CHAPTER 28 "ZONING" AND MOVING THE SECTION TO CHAPTER 26 "UTILITIES"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Town staff has determined that Section 28-279 of Chapter 28 "Zoning" should be amended and moved to the Utilities chapter of the Code because the subsection pertains to utilities rather than zoning; and

WHEREAS, the Town Commission of the Town of Pembroke Park finds that it would promote the public health, safety, and general welfare of its citizenry to amend Section 28-279 of the Chapter 28 "Zoning" and move Section 28-279 to the Utilities section of the Code.

NOW, THEREFORE, BE IT ORDAINED by the **Town Commission** of the **Town of Pembroke Park**:

Section 1: Section 28-279 "Responsibility for Connection to the Town System" within Chapter 28. Section 28-279 "Responsibility for Connection to the Town System" within Chapter 28 "Zoning" is deleted in its entirety from Chapter 28 and moved to Chapter 26 "Utilities" as set forth below, as shown in ~~strikethrough~~ and underline format.

* * *

DIVISION 2. - CONNECTION AND SERVICE CHARGES

* * *

Sec. 26-22. – Responsibility for Connection to the Town System.

It shall be the responsibility of every owner, operator or manager of a mobile home park in the Town to ensure that every mobile home or recreational vehicle located in the mobile home park which such person owns, operates or manages, is connected to the Town wastewater collection system in accordance with the provisions of this article and to pay the cost and expense of making such connection.

* * *

Section 2. Codification. It is the intention of the Town Commission of the Town of Pembroke Park, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Pembroke Park's Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 3: Severability. The provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4: Conflict. All Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: Effective Date. This Ordinance shall be enacted immediately upon its passage and adoption after Second Reading by the Town Commission.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2022.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2022.

ATTEST:

Clerk

GEOFFREY JACOBS
Mayor-Commissioner

Approved as to form and legal sufficiency

Melissa P. Anderson
Town Attorney

AGENDA ITEM REPORT



To:

Subject: Approval of Special Magistrate Andre McKenney

Meeting:

Department: Legal

Staff Contact: Melissa Anderson, Town Attorney

BACKGROUND INFORMATION:

Code Enforcement and the Building Department would like to hire attorney Andre McKenney as Special Magistrate to hear the code enforcement cases as well as variances.

FINANCIAL IMPACT:

Special Magistrate is paid \$150.00 per hour.

RECOMMENDATION:

Approve Appointment of Andre McKenney as Special Magistrate

ATTACHMENTS:

[TA ANDRE MCKENNEY Cover Letter](#)

[TA Resume - ANDRE MCKENNEY](#)

	Status:
Joseline Ramirez, Chief Code Enforcement Officer	Pending
Miguel Nunez, Building Official	None
Roy Brown, Finance & Budget Director	None
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None

ANDRE MCKENNEY, ESQ.

Dear Town Attorney Melissa P. Anderson,

I am very excited to be applying for the Special Magistrate position with the Town of Pembroke Park. I am confident that I have the skills and qualifications that you are looking for and that I would excel in this role.

I have been a practicing municipal attorney for the past 15 years, during which time I have gained extensive experience in code enforcement matters through my representation of city staff before the special magistrate in code enforcement hearings/proceedings. During my years of practice as a municipal attorney, I have also worked closely with building and planning and zoning city staff, which also gives me a unique insight in the role of being a special magistrate presiding over matters which arise out of such city divisions. I am positive that my legal experience and the valuable insight into how a city's enforcement process works and how to best serve the needs of all parties involved makes me an excellent asset to your organization.

Thank you for considering me for this position, and I trust that my accompanying resume will give you a better sense of my professional experience and background. I welcome the opportunity to meet with you to discuss my qualifications in greater detail.

Sincerely,

Andre Mckenney, Esq.

ANDRE MCKENNEY, ESQ.

PROFESSIONAL EXPERIENCE:

DEPUTY CITY ATTORNEY CITY OF HALLANDALE BEACH OCTOBER 2014 TO MAY 2022

Duties: Responsible for the administration and performing of all legal duties in connection with assigned city departments including city enforcement divisions, municipal prosecutor, in-house litigation, supervising office personnel, providing legal advice, guidance, and legal opinions to city departments, officials and city staff.

Essential Responsibilities:

- Handled all day-to-day internal legal service requests for assigned City Departments.
- Significant experience working with city code staff related to all phases of code enforcement matters including but not limited to providing legal guidance as to requirements of Chapter 162 and relevant case law, serving as legal counsel to code staff before special magistrate, analyzing and providing legal guidance in code matters arising via issuance of notice of violations, civil citation, appeal of civil citation or code order, defending the City in code enforcement appeals; creating and preserving a record for appeal.
- Served as legal counsel to the unsafe structure's board regarding matters before the board to include orders for demolition, orders for rehabilitation and legal guidance/application of the Florida Building Code.
- Extensive knowledge and experience with City code provisions and processes related to code, building and planning and zoning, and Broward County's 40-year certifications.
- Collaborated with senior management and provided legal advice and guidance as laws changed.
- Served as the Civil Service Board Attorney in employee disciplinary grievance appeals, and all other monthly Civil Service Board meetings.
- Served as legal counsel to the Planning and Zoning Board related to variance applications, minor and major development applications, and rezoning.
- Consulted with the Human Resource Department on employee relations issues, disciplinary actions, EEOC matters, policy administrative/interpretative matters.
- Prepared city commission resolutions and ordinance drafting and agenda cover memorandums.
- Reviewed city contracts; ensuring compliance with procurement and purchasing processes.
- Developed administrative compliance processes and procedures for city departments.
- Collaborated with the City Clerk Office in responding to Public Records Request and Subpoena requests.
- Worked closely with Risk Manager in all presuit claims, litigation and preventative matters.
- Extensive experience in motion writing, drafting orders, motion practice and appearing before trial courts and quasi-judicial bodies.
- Extensive civil litigation practice, deposition, mediation, and jury trial experience.

INTERIM CITY ATTORNEY - CITY OF HALLANDALE BEACH NOVEMBER 2016 TO FEBRUARY 2017

Duties: Responsible for the administration of the general management of the City Attorney's Office, in all legal and risk matters including but not limited to city administration, personnel management, fiscal and operations management and senior management team.

- Planned, organized, directed, controlled, and evaluated the work of the Legal Department.
- Provided legal counsel to the elected officials and City Departments.
- Ensured the proper prosecution and defense of the City in all legal matters.
- Engaged outside counsel to provide special expertise or to handle exceptional legal workload.
- Prepared numerous resolutions and ordinances for City Commission meetings.
- Reviewed legal documents, code provisions, contracts, and a variety of other legal instruments.
- Approved as to form and content sufficiency all City legal documents prior to execution by City Manager and/or Mayor or other approving authority.
- Supervised and evaluated Assistant City Attorney and paralegal.
- Oversaw department budget to ensure financial well-being of the legal office remained intact.

**ASSISTANT CITY ATTORNEY - CITY OF HALLANDALE BEACH
OCTOBER 2009 TO OCTOBER 2014**

Duties: Responsible for performing a variety of legal duties supporting the City Attorney's Office in connection with departments, litigation and administrative matters, and employee matters.

- Represented city staff at code enforcement hearings before the special magistrate. Prepared repealed and reenacted ordinance for the City's Code Enforcement Code and created a new section of enforcement to wit: civil citation.
- Worked closely with the Development Services Director and code staff in training code staff in issuance of civil citation.
- Successfully prepared and obtained Inspection Warrant(s) Order for the completion of unsafe structures inspections for the Building Official and relevant building staff.
- Worked closely with the Building Official and staff in the presentation and preparation of unsafe structure cases.
- Drafted legal opinions, contracts, hold harmless agreements.
- Presented agenda items before the City Commission.
- Received and prepared answers to orders of continuing writs of garnishments.
- Contributed and participated in employee complaint investigations.
- Reviewed, analyzed, and drafted Position Statement in response to EEOC complaint.
- Coordinated the administration of city staff responding to subpoena requests and public records.
- Served as liaison between outside counsel and City Attorney's Office for specialized legal matters.
- Conducted numerous depositions. Defended the city in civil litigation, foreclosure suits, criminal prosecution and public records suits.
- Prepared and drafted a variety of correspondence including letters, memorandums, pleadings, settlement agreements, last chance agreements.

**STAFF ATTORNEY -CITY OF HALLANDALE BEACH
AUGUST 2006 TO OCTOBER 2009**

Duties: Responsible for providing legal support, guidance for assigned areas and supervised support staff.

- Prepared memorandums to various City Departments and City Manager's Office concerning administrative and legal matters.
- Attended municipal court hearings related to municipal information case filings.
- Performed legal review of contracts for legal form and sufficiency.
- Represented City staff before special magistrate in code enforcement matters.
- Successfully written and argued Appellate Brief before the 4th District Court of Appellees.
- Assisted City staff in the administration of public records requests to ensure compliance with state and federal laws.

GLANTZ AND GLANTZ, PLANTATION, FLORIDA 2005

- Responsibilities included analyzing and preparing all phases of civil litigation cases for trial.
- Consulted in matters including immigration, consumer finance, foreclosure, contracts, family law, civil, criminal.
- Extensive motion writing, motion practice and negotiating settlements.
- Conducted research, discovery, drafting correspondences to opposing parties and demand letters.
- Attended conferences, mediation, court hearings, and calendar calls.

STATE ATTORNEY'S OFFICE 11TH JUDICIAL CIRCUIT, MIAMI, FLORIDA 2004

- Significant bench and jury trial experience, including extensive motion practice, research and analysis of various criminal legal issues.
- Managed a caseload of over 300 felony cases in various stages of litigation for the preparation of trial.
- Written and successfully argued Appellate Brief before the 11th Circuit Court of Appeals Miami Dade County.
- Analyzed Predisposition Reports for sentencing and provided recommendations to the Court.
- Negotiated pleas on numerous cases and drafted plea agreements.
- Led and conducted Probation Violation hearings.
- Attended court hearings, calendar calls and status conferences.
- Led voire dire selection in jury trial cases.
- Conducted Bond hearings.
- Prepared witnesses for deposition and trial.

EDUCATION

Nova Southeastern University, School of Business, Master of Business Administration
University of Miami, School of Law, Juris Doctorate
University of South Florida, Bachelor of Arts in Political Science

AWARDS and ACTIVITIES

James S. Mofsky Service Award
 University of Miami, Business Law Review
 Academic Achievement Dean's Fellow
 Florida Education Fund Law Recipient Award

Volunteer, Words of Life Media Ministry
Volunteer, Words of Life Icare Ministry

PROFESSIONAL ASSOCIATIONS AND MEMBERSHIP(S)

Broward Bar Association
Haitian Lawyers Association
National Association of Insurance and Financial Advisors

ADMITTED TO PRACTICE

U.S. Southern District of Florida
U.S. Southern District Bankruptcy Court

PROFESSIONAL LICENSES

Member of the Florida Bar in Good Standing
Florida Licensed Insurance Agent

LANGUAGES

Proficient in Spanish
Proficient in Creole

PROFESSIONAL REFERENCE(S)

Harry Hipler, Esq.
hhip@aol.com

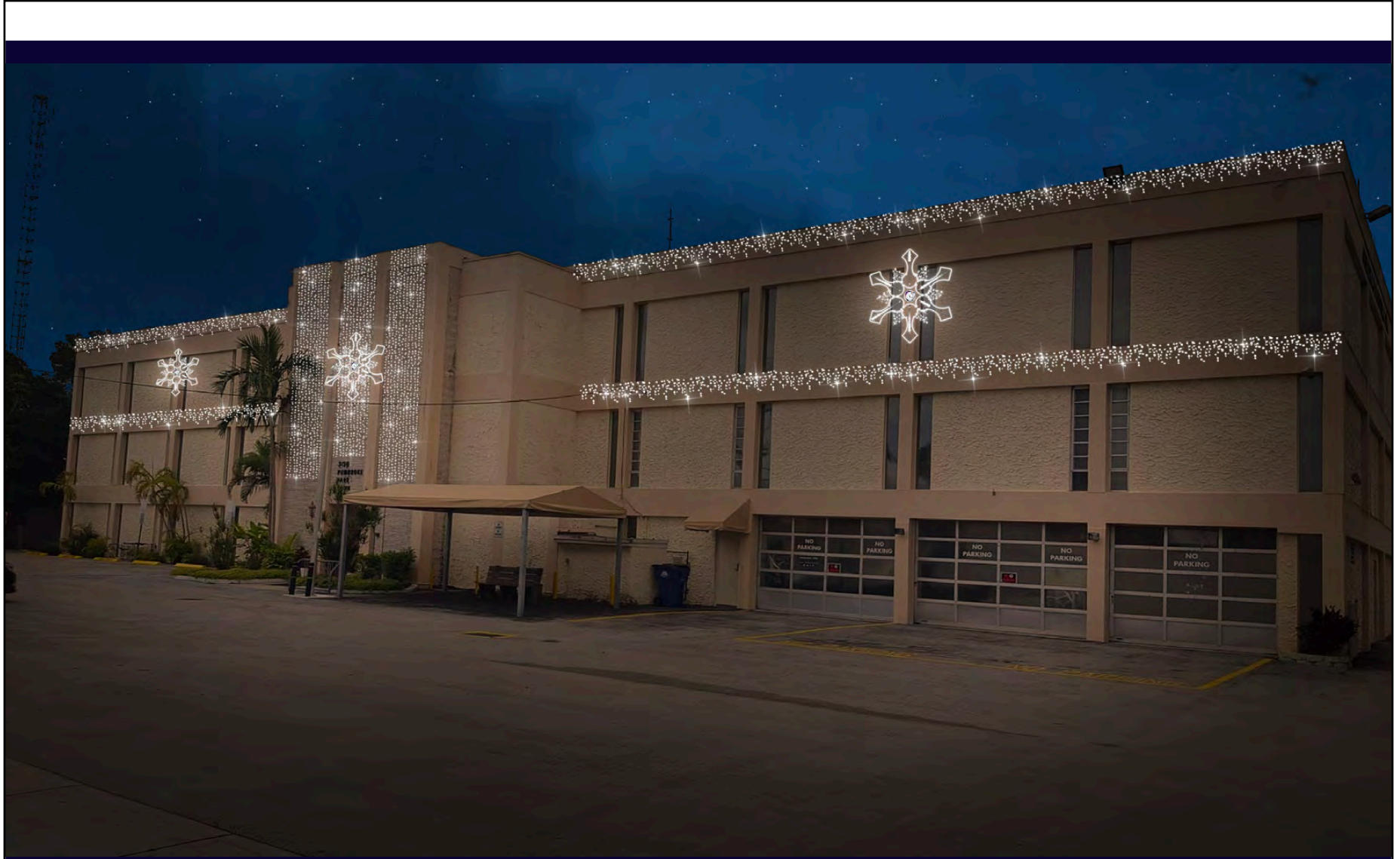
Lourdes Wylder, Esq.
lew@marrerolegal.com

Artistic

Holiday Designs

2021 HOLIDAY LIGHTING PEMBROKE PARK, FL 11/3/2021





Town Hall

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Hallandale Beach Blvd 1

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Hallandale Beach Blvd 2

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Holiday Designs

PRICING PER ITEM

Part #/Product	Dimensions	Quantity	Price	Purchase w Qty	3 Year Rent to Own	3 Year w Qty
<i>Townhall</i>						
201708 - Pandora Flake	H 6.56ft x W 6.88ft x D 1.64ft	3	\$1,916.20	\$5,748.60	\$702.61	\$2,107.82
PW Icicle - Icicle Lights	200 Ft	200	\$18.50	\$3,700.00	\$18.50	\$3,700.00
PW Curtain - Curtain Lights		45	\$14.50	\$652.50	\$14.50	\$652.50
Field Services	Install, Service, Takedown, Storage	1		\$8,500.00		\$8,500.00
<i>Hallandale Beach Blvd 1</i>						
203139 - Silver Sparkle Cone Tree	H 10.82ft x W 10.82ft x D 4.92ft	2	\$5,577.00	\$11,154.00	\$2,044.90	\$4,089.80
203489-R - 2D Blue Two Ornament Display	H 5.74ft x W 11.48ft	1	\$1,075.24	\$1,075.24	\$492.82	\$492.82
202720 - 3D Giftbox - Blue	H 3.28ft x W 4.43ft x D 3.28ft	1	\$1,633.50	\$1,633.50	\$598.95	\$598.95
<i>Hallandale Beach Blvd 2</i>						
203490-R - 2D Blue Three Ornament Display	H 4.26ft x W 4.26ft	1	\$858.02	\$858.02	393.26	393.26
203489-R - 2D Blue Two Ornament Display	H 5.74ft x W 11.48ft	1	\$1,075.24	\$1,075.24	\$492.82	\$492.82
201753-R - 2D/3D Enchanted Tree	H 9.8ft x W 6.5ft x D 2.62ft	1	\$2,177.86	\$2,177.86	\$1,558.33	\$1,558.33
Field Services	Install, Service, Takedown, Storage	1		\$1,250.00		\$1,250.00
<i>Median Trees</i>						
5MM50-PWT-C - Pure White Mini Lights	24 Palm Trees - 20 strands each	480		\$6,945.60		\$6,945.60
	Includes Labor - Lease only product					
Total				\$44,770.56		\$30,781.90



Thank You

Thank you for allowing Artistic Holiday Designs
the opportunity to present our ideas.

www.ArtisticHolidayDesigns.com

Mary Zaller

MaryZ@ArtisticHolidayDesigns.com

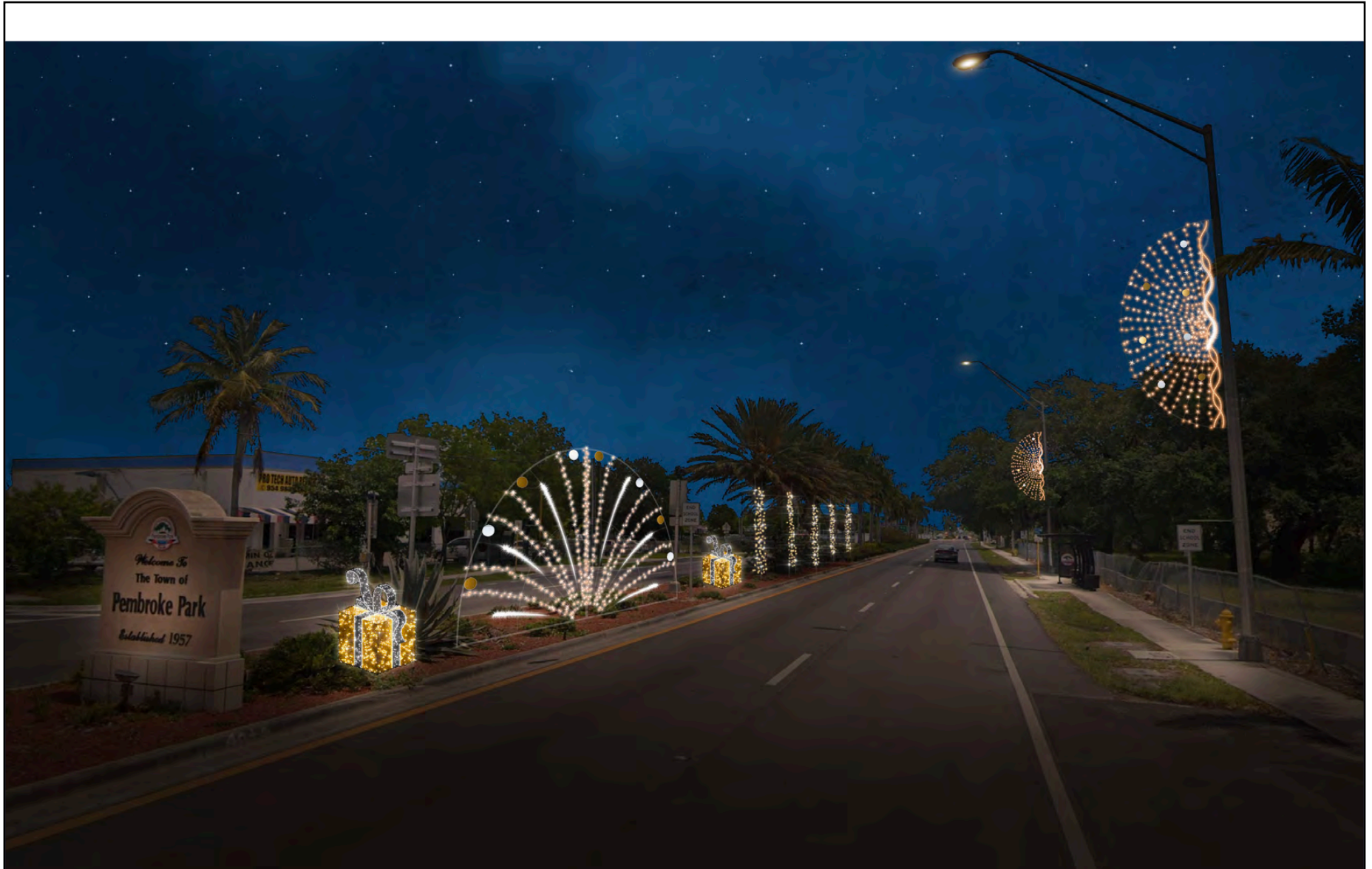


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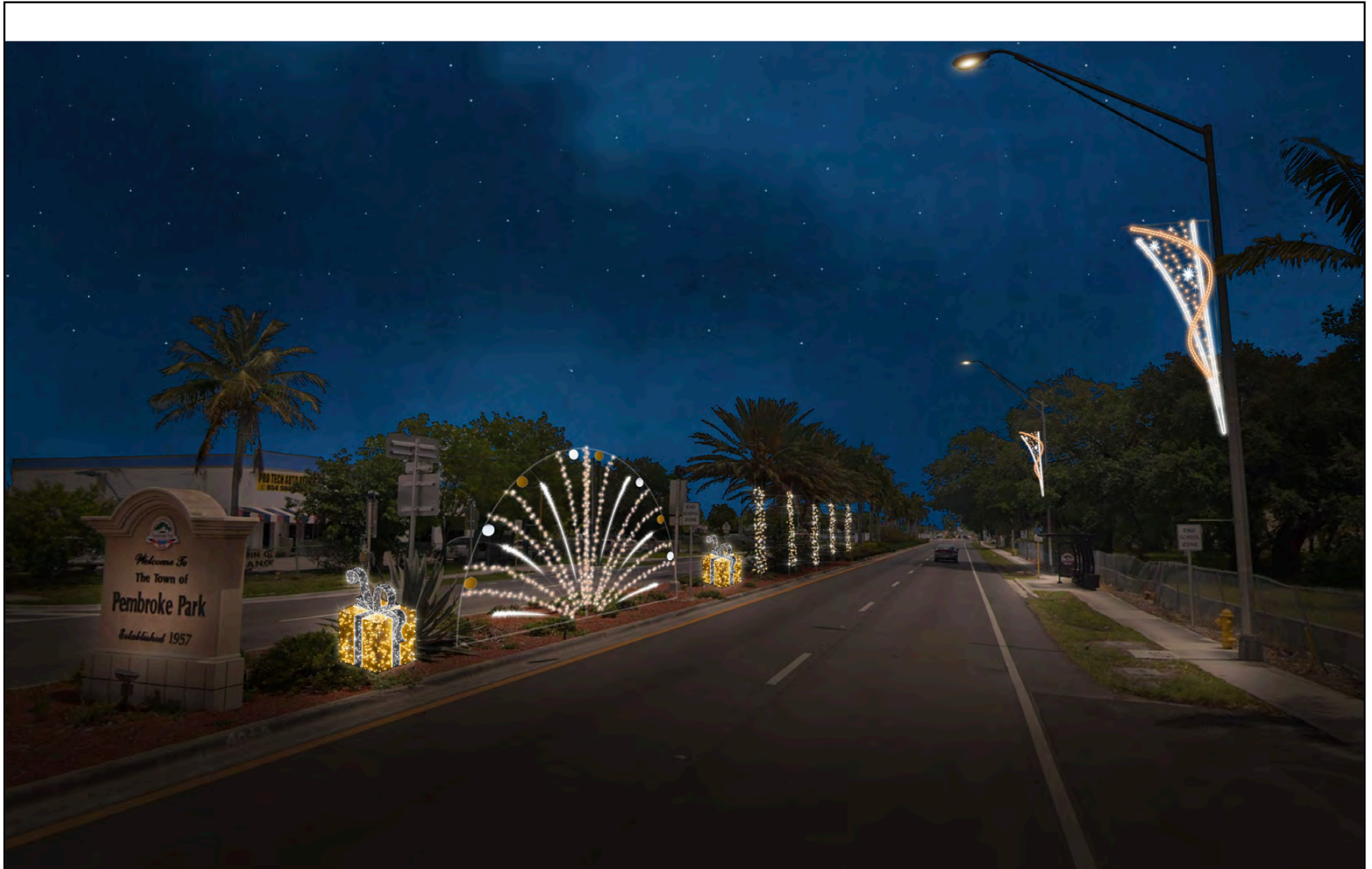
2021 HOLIDAY LIGHTING PEMBROKE PARK, FL





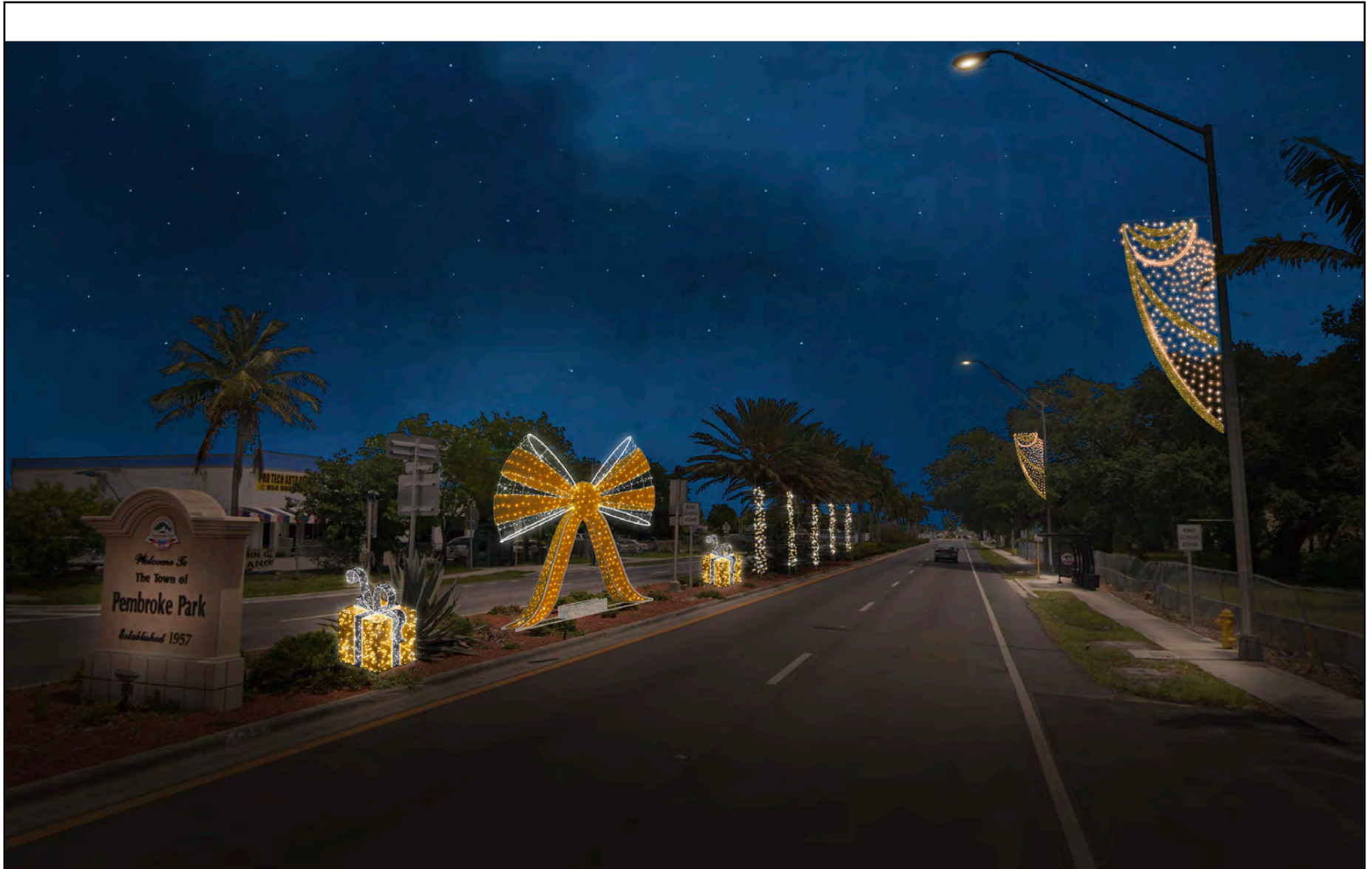
Median 1 - Option 1

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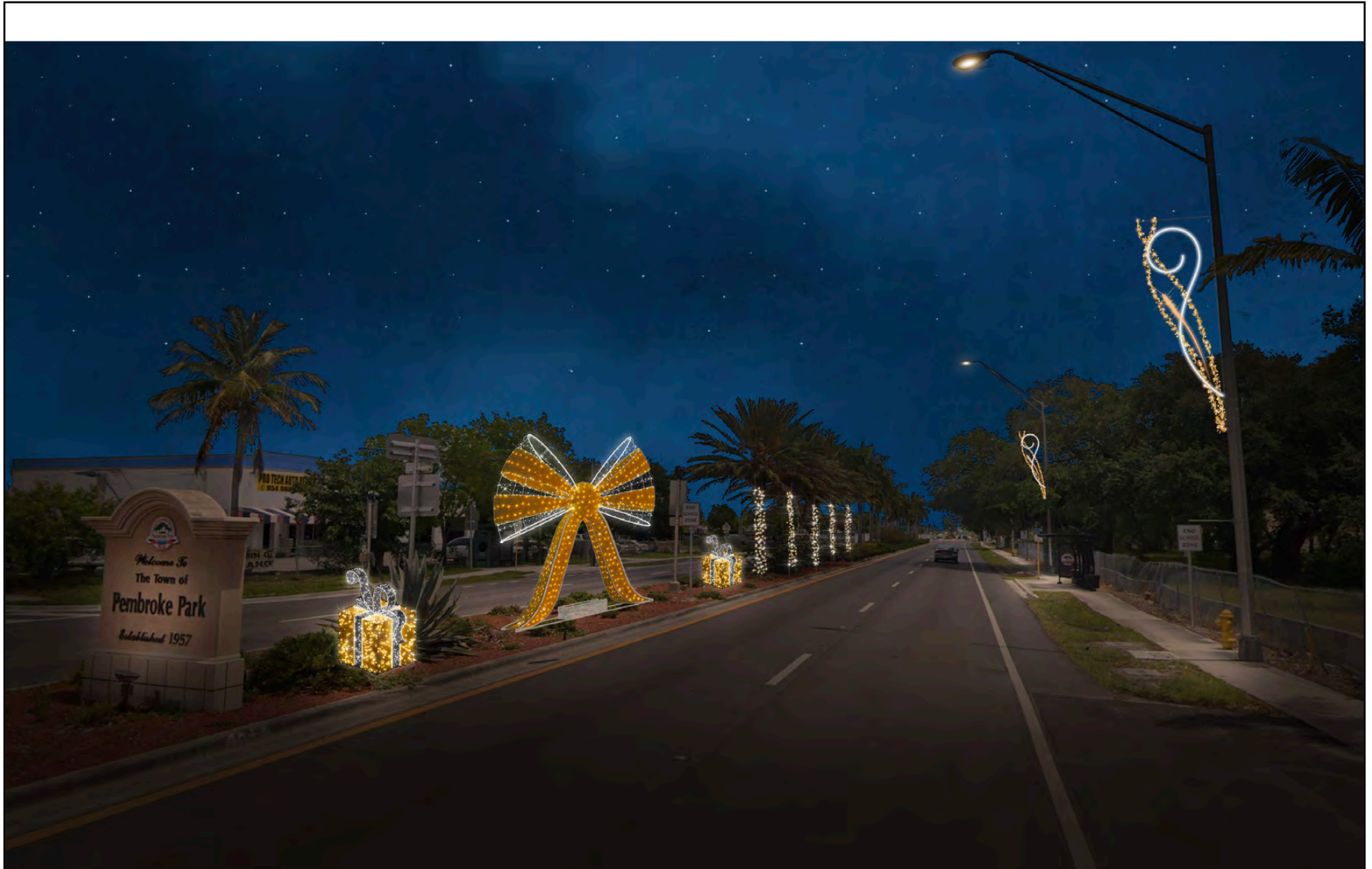
Median 1 - Option 2

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Median 1 - Option 3

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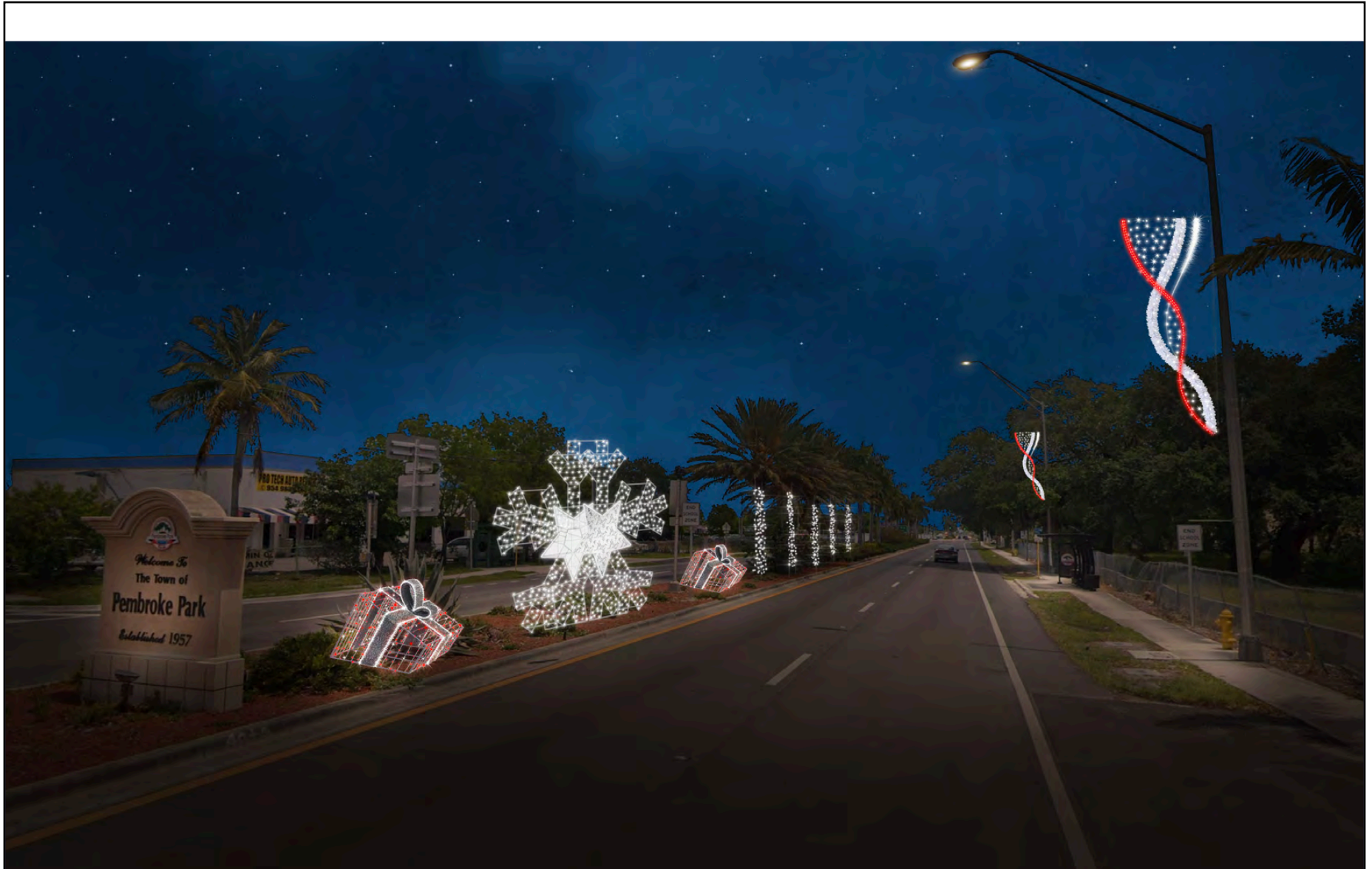
Median 1 - Option 4

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Median 1 - Option 5

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Median 1 - Option 6

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Holiday Designs



Middle Median - Option 1

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Holiday Designs



Middle Median - Option 2

Artistic
Holiday Designs



Middle Median - Option 3

Artistic
Holiday Designs



Middle Median - Option 4

Artistic
Holiday Designs



Middle Median - Option 5

Artistic
Holiday Designs



Middle Median - Option 5

Artistic
Holiday Designs



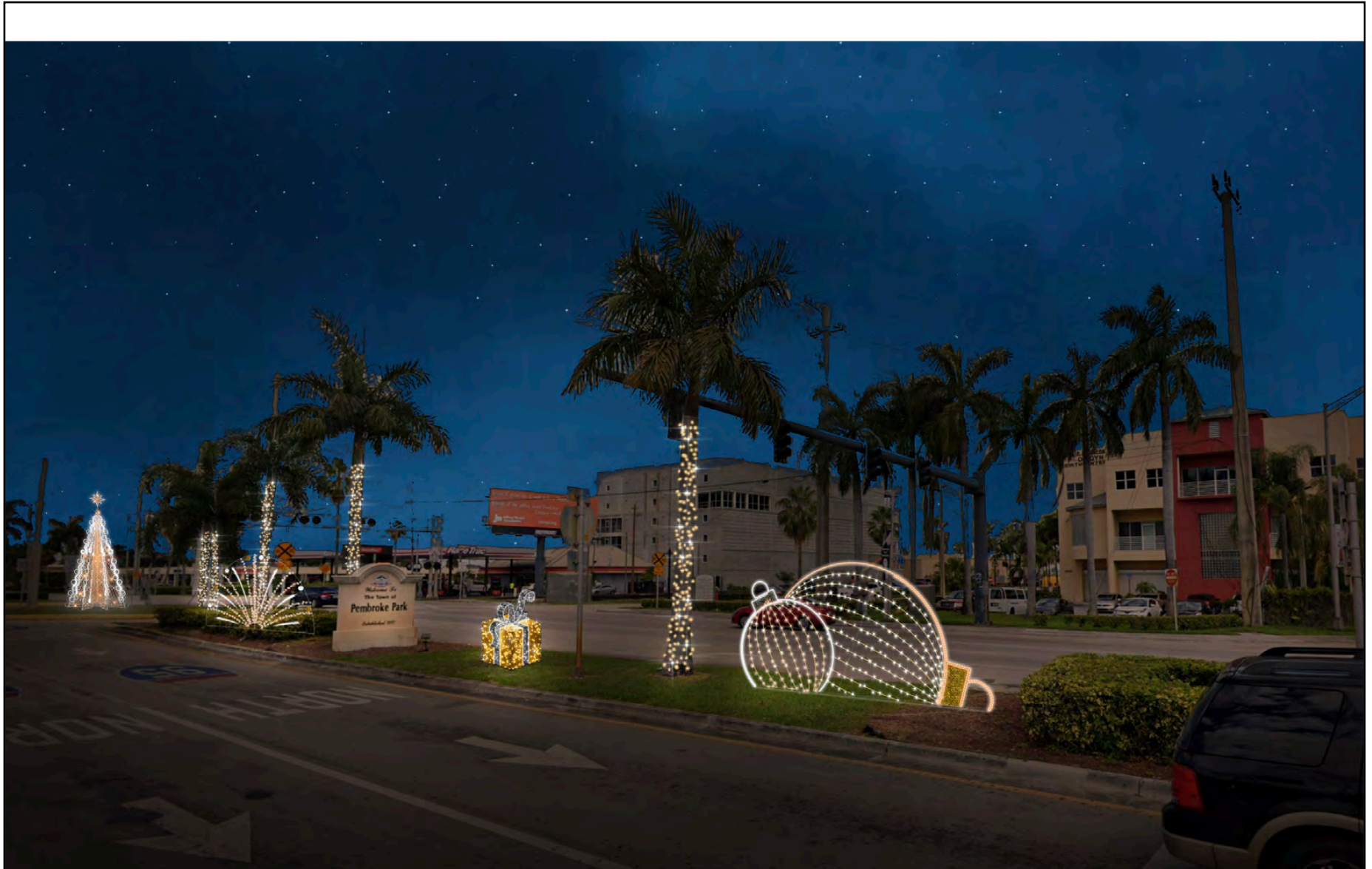
Medians 16 & 17 - Option 1

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Medians 16 & 17 - Option 2

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Medians 16 & 17 - Option 1

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Medians 16 & 17 - Option 2

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Holiday Designs

PRICING PER ITEM

Part #	Product	Dimensions	Purchase	3 Year Rent to Buy
Median 1: Option 1				
408996	3D Small Gold Giftbox - 3.94ft	H 3.94ft x W 3.28ft x D 2.3ft	\$3,597.00	\$1,318.90
203352	2DVintage Arch w/Spangles - 8.2ft	H 8.2ft x W 11.48ft	\$1,832.79	\$672.02
203357	Pole Decor	H 9.8ft x W 3.28ft	\$976.80	\$358.16
Median 1: Option 2				
408996	3D Small Gold Giftbox - 3.94ft	H 3.94ft x W 3.28ft x D 2.3ft	\$3,597.00	\$1,318.90
203352	2DVintage Arch w/Spangles - 8.2ft	H 8.2ft x W 11.48ft	\$1,832.79	\$672.02
170034	Pole Decor	H 9.8ft x W 3.28ft	\$813.96	\$298.45
Median 1: Option 3				
408996	3D Small Gold Giftbox - 3.94ft	H 3.94ft x W 3.28ft x D 2.3ft	\$3,597.00	\$1,318.90
412720	3D Bow - 9.8ft	H 9.84ft x W 9.18ft x D 2.62ft	\$7,810.00	\$2,863.67
203267	Pole Decor	H 9.8ft x W 3.28ft	\$990.00	\$363.00
Median 1: Option 4				
408996	3D Small Gold Giftbox - 3.94ft	H 3.94ft x W 3.28ft x D 2.3ft	\$3,597.00	\$1,318.90
412720	3D Bow - 9.8ft	H 9.84ft x W 9.18ft x D 2.62ft	\$7,810.00	\$2,863.67
171108	Pole Decor	H 9.8ft x W 3.28ft	\$811.80	\$297.66

PRICING PER ITEM

Part #	Product	Dimensions	Purchase	3 Year Rent to Buy
Median 1: Option 5				
202720	3D Giftbox (Blue) - 3.28ft	H 3.28ft x W 4.43ft x D 3.28ft	\$1,633.50	\$598.95
408476	2D/3D Enchanted Pure White Snowflake	H 9.84ft x W 9.84ft x D 2.62ft	\$4,372.50	\$1,603.25
202882	Pole Decor	H 9.8ft x W 3.28ft	\$990.00	\$363.00
Median 1: Option 6				
202721	3D Giftbox (Red) - 3.28ft	H 3.28ft x W 4.43ft x D 3.28ft	\$1,633.50	\$598.95
408476	2D/3D Enchanted Pure White Snowflake	H 9.84ft x W 9.84ft x D 2.62ft	\$4,372.50	\$1,603.25
202940	Pole Decor		\$792.00	\$290.40
Middle Median: Option 1				
202801	3D Medium White Ornament - 4.6ft	H 4.59ft x W 3.94ft x D 3.94ft	\$3,283.50	\$1,203.95
202804	3D Medium Green Ornament - 4.6ft	H 4.59ft x W 3.94ft x D 3.94ft	\$3,283.50	\$1,203.95
171120	Pole Decor		\$811.80	\$297.66
Middle Median: Option 2				
202801	3D Medium White Ornament - 4.6ft	H 4.59ft x W 3.94ft x D 3.94ft	\$3,283.50	\$1,203.95
202804	3D Medium Green Ornament - 4.6ft	H 4.59ft x W 3.94ft x D 3.94ft	\$3,283.50	\$1,203.95
sp6911	Pole Decor		TBD	

PRICING PER ITEM

Part #	Product	Dimensions	Purchase	3 Year Rent to Buy
Middle Median: Option 3				
sp9615	Ornament (Red)		\$5,301.00	\$1,943.70
sp9623	Ornament (Gold)		\$5,301.00	\$1,943.70
sp9621	Ornament (Green)		\$5,301.00	\$1,943.70
202150 Red	Pole Decor	H 9.8ft x W 3.28ft	\$861.84	\$316.01
Middle Median: Option 4				
sp9615	Ornament (Red)		\$5,301.00	\$1,943.70
sp9623	Ornament (Gold)		\$5,301.00	\$1,943.70
sp9621	Ornament (Green)		\$5,301.00	\$1,943.70
202537	Pole Decor	H 9.8ft x W 3.28ft	TBD	
Middle Median: Option 5				
409230	Radiant Star - 6.5ft	H 6.56ft x W 6.88ft x D 1.64ft	\$5,247.00	\$1,923.90
409232	Radiant Giftbox - 6.5ft	H 6.56ft x W 4.72ft x D 1.64ft	\$5,519.25	\$2,023.73
171108	Pole Decor		\$811.80	\$297.66
Middle Median: Option 6				
408942	Majestic Star	H 5.9ft x W 7.87ft x D 0.98ft	\$3,795.00	\$1,391.50
203146	Majestic Giftbox - 6.5ft	H 6.56ft x 5.9ft x D 0.98ft	\$3,795.00	\$1,391.50
170051	Pole Decor	H 9.8ft x W 3.28ft	\$786.60	\$288.42

PRICING PER ITEM

Part #	Product	Dimensions	Purchase	3 Year Rent to Buy
Medians 16 & 17 - Option 1				
203165	Perle Tree in Gold - 8 panels - 19.68ft	H 22.96ft x W 11.97ft x D 11.97ft	\$12,441.00	\$4,561.70
203352	2DVintage Arch w/Spangles - 8.2ft	H 8.2ft x W 11.48ft	\$1,832.79	\$672.02
Medians 16 & 17 - Option 2				
201843	Tadd Tree - 19.6ft	H 19.68ft x W 9.84ft x D 9.84ft	\$9,995.70	\$3,665.09
201755	2D/3D Enchanted Pure White Ornament	H 9.84ft x W 7.54ft x D 2.62ft	\$3,927.00	\$1,439.90
Medians 16 & 17 - Option 1				
203165	Perle Tree in Gold - 8 panels - 19.68ft	H 22.96ft x W 11.97ft x D 11.97ft	\$12,441.00	\$4,561.70
203352	2DVintage Arch w/Spangles - 8.2ft	H 8.2ft x W 11.48ft	\$1,832.79	\$672.02
408996	3D Small Gold Giftbox - 3.94ft	H 3.94ft x W 3.28ft x D 2.3ft	\$3,597.00	\$1,318.90
203323	2D Gold Two Ornament Display - 5.74ft	H 5.74ft x W 11.48ft	\$1,344.05	\$492.82
Medians 16 & 17 - Option 2				
201843	Tadd Tree - 19.6ft	H 19.68ft x W 9.84ft x D 9.84ft	\$9,995.70	\$3,665.09
201755	2D/3D Enchanted Pure White Ornament	H 9.84ft x W 7.54ft x D 2.62ft	\$3,927.00	\$1,439.90
202723	3D Giftbox (Pure) - 3.28ft	H 3.28ft x W 4.43ft x D 3.28ft	\$1,633.50	\$598.95
203398	2D Snowy Mountain Display - 6.56ft	H 6.56ft x W 11.48ft	\$1,076.90	\$394.86

*Wrapped tree lights will be priced out additionally.



Thank You

Thank you for allowing Artistic Holiday Designs
the opportunity to present our ideas.

www.ArtisticHolidayDesigns.com

Mary Zaller

MaryZ@ArtisticHolidayDesigns.com



AGENDA ITEM REPORT



To: Town Commission
Subject: Procedure for Requesting Utility Box Wrapping from Broward County
Meeting: 08 24 2022 DRAFT AGENDA WORKSHOP COMMISSION MEETING - Aug 24 2022
Department: Public Works
Staff Contact: Myriam Jacques, Deputy Public Services Director

BACKGROUND INFORMATION:

The Commission has expressed an interest to do utility box wrapping for several traffic panels on the Boulevard. Enclosed is 1) how to obtain the permit, 2) the types of art that are allowed and 3) how to install the wrapping on the utility boxes.

FINANCIAL IMPACT:

\$600 per utility box

RECOMMENDATION:

For Information and Seeking Commission Directives

ATTACHMENTS:

[ARTWRAP Special Conditions FINAL SB 2-3-12](#)
[Information on Art-Wrap Process](#)
[Sample Artwork Submission](#)
[2017PermitApplication](#)

SPECIAL CONDITIONS FOR PERMIT APPROVAL

DECORATIVE ART-WRAP INSTALLATIONS ON BROWARD COUNTY OWNED TRAFFIC SIGNAL CONTROLLER CABINETS

1. SPECIAL CONDITIONS OF PERMIT. The special conditions herein are supplemental requirement to the applicable minimum standard conditions contained within the Broward County Public Works Department, Highway Construction & Engineering Division APPLICATION FOR PERMIT FOR CONSTRUCTION IN THE PUBLIC RIGHT-OF-WAY. The special conditions described are intended to meet the special circumstances associated with the installation and maintenance of decorative art-wrap coverings on specified traffic signal controller cabinets.
2. APPLICATION OF ART-WRAPPS. The art-wraps coverings shall be attached to the County's traffic signal controller cabinets only. The installation of the art-wrap coverings is limited to the external flat surfaces of the signal controller cabinet only, and shall not be attached to any other signal equipment, such as conduits, signal poles or pedestrian assemblies. The controller cabinet locations that the PERMITTEE will be attaching the art-wraps shall be clearly denoted both in tabular format and on a local area map to be submitted as **Exhibit "A"** attached to the Permit application.
3. ARTWRAP DESIGN CONTENT. PERMITTEE shall provide attached as part of the Permit an **Exhibit "B"** consisting of colored scale renderings of the proposed art-wrap design(s), indicating which designs shall be applied to which sides of the signal controller cabinet, and which designs shall be installed at which locations identified in **Exhibit "A"**. Designs are intended to be artistic in nature, representing a natural, cultural, artistic, or historic theme or event associated with the municipality or community. Acceptability of any designs shall be in accordance with applicable COUNTY policies as outlined in the Broward County Advantage Marketing Program.

Designs that promote or encourage the use of the following shall be **prohibited**:

Tobacco: Designs associated with, or which may be associated with cigars, cigarettes, pipe tobacco, chewing tobacco, and other tobacco products.

Alcohol: Designs associated with, or which may be associated with alcoholic beverages including, but not limited to, beer, wine, and distilled spirits. When a special event permit has been obtained that permits the sale of beer, wine or liquor, signage to identify the vendor(s) location(s) and product(s) is permitted.

Human Reproduction/Sexuality Products and Services: Designs associated with, or which may be associated with products or services related to human reproduction, sexuality, or sexual stimulation, including but not limited to

contraceptive products or services, other products or services related to sexual hygiene and counseling with regard to pregnancy, abortion, or other sexual matters or entertainment directed to sexual stimulation.

Demeaning or disparaging words: Designs containing words that demean or disparage an individual or group of individuals on the basis of race, color, religion, national origin, ancestry, gender, gender identity or expression, pregnancy, age, disability, ethnicity, or sexual orientation.

Profanity: Designs containing profane language.

Firearms: Designs containing an image or depiction of a firearm.

Violence: Designs containing an image or description of graphic violence or the depiction of weapons or other implements or devices associated with an act(s) of violence or harm to a person or animal.

Unlawful goods or services: Designs which promote or encourage, or appear to promote or encourage, unlawful or illegal goods or services.

Unlawful conduct: Designs which promote or encourage, or appear to promote or encourage, unlawful or illegal behavior or activities.

Obscenity or Nudity: Designs which contain obscene material or imply or appear to imply, or promote or appear to promote nudity. For purposes of these guidelines, the terms "obscene" and "nudity" shall have the meanings contained in Florida Statutes, as may be amended from time to time.

Endorsement: Designs which imply or declare an endorsement by a County agency or the Board without the prior written authorization of the Board.

"Adult"-oriented goods or services: Designs which promote or encourage, or appear to promote or encourage, adult book stores, nude dance clubs, and other adult entertainment establishments, adult telephone services, adult Internet sites, and escort services.

Potential Danger: Designs which contain the word "stop," "drive," "danger" or any other word, phrase, symbol, lighting, or any devices or any components thereof, or character likely to interfere with or mislead pedestrian or vehicular traffic.

The ultimate acceptability of any proposed design resides solely with the COUNTY.

4. TERM OF PERMIT. The PERMITTEE shall be permitted to apply art-wrap coverings to the County's traffic signal controller for a period of five (5) years beyond the initial permit approval of the art-wrap coverings, or until such time as the

COUNTY revokes the permit, whichever occurs first. This does not preclude the PERMITTEE for re-applying for a new Permit to extend the term of the art-wrap covering.

5. USE OF CONTROLLER CABINETS. PERMITTEE shall have access and non-exclusive use of the County's signal controller cabinets only for PERMITTEE's art-wrap Program. The controller cabinets shall not be used for any other purpose.
6. NOTIFICATION REQUIREMENTS PRIOR TO ART-WRAP INSTALLATION. PERMITTEE shall provide three (3) business-day notice to the Traffic Engineering Division prior to the installation of any art-wrap at a location set forth in **Exhibit "A."**
7. CONTROLLER CABINET IDENTIFICATION LABELS. COUNTY shall fabricate and install a new controller cabinet identification sticker to be placed on an agreed upon location on each of the controller cabinets after application of the art-wrap covering. New identification labels will be fabricated with retro-reflective white background with black text unless otherwise specified.
8. CONTROLLER CABINET REMOVAL OR MODIFICATION BY COUNTY. COUNTY shall provide five (5) days notification to the PERMITTEE prior to any scheduled modification or removal of the controller cabinet or related equipment that would require the removal of any art-wrap coverings. The PERMITTEE will have the option to reinstall the art-wrap covering at its own expense after re-installation of the controller cabinet by COUNTY.
9. DAMAGE TO CONTROLLER CABINET BY THIRD PARTIES. COUNTY will notify PERMITTEE as soon as practical following an event (such as a traffic crash) that results in damage to the controller cabinet that also damages the art-wrap covering, or otherwise requires replacement of the controller cabinet. The PERMITTEE will have the option to reinstall the art-wrap covering at its own expense after repair or replacement of the controller cabinet by COUNTY. Replacement of the controller cabinet required due to a vehicle crash or other similar event that was not caused by the actions of the PERMITTEE shall be replaced by the COUNTY at the COUNTY's expense.
9. DAMAGE TO ART-WRAP BY THIRD PARTIES. The PERMITTEE shall repair or replace the art-wrap at its own expense due to accidental or intentional damage by third parties, such as by vandalism or graffiti. In the event the art-wrap incurs multiple or repeated damage or defacing by graffiti, the PERMITTEE shall have the option to remove the art-wrap from the controller cabinet permanently at its own cost.
10. TERMINATION. This Permit may be terminated immediately by COUNTY if any terms of the permit are not adhered to by the PERMITTEE during the term of the permit. The Permit may otherwise be terminated by COUNTY without cause, or for convenience, upon thirty (30) days written notice to the PERMITTEE by COUNTY.

Final Approved 2-3-12, Scott Brunner, P.E., Asst. Director, Traffic Engineering Division

EXHIBIT "A"

(List of Intersections to Receive Art-wrap Installations as referenced in Section 2)

EXHIBIT "B"

(Attach Color Art-Wrap Renderings as referenced in Section 3)

From: [d'Anjou, Yves](#)
To: [Myriam Jacques](#)
Cc: [Caratozzolo, Carmelo](#); [Cai, Lei](#); [Joachim, Etienne](#)
Subject: Information on Art-Wrap Process
Date: Thursday, August 4, 2022 8:49:04 AM
Attachments: [image001.png](#)
[2017PermitApplication.pdf](#)
[ARTWRAP Special Conditions FINAL SB 2-3-12.doc](#)
[Sample Artwork Submission.pdf](#)

Good Morning Myriam,

Thank you for your interest regarding the installation of art-wraps on traffic control cabinets. I'm not sure how much information you've been provided on the process of installing the art-wraps, so I'll give you a brief recap. The first traffic controller cabinet art-wrap project was initiated by the Fort Lauderdale Downtown Development Authority (DDA) staff. The Broward County Traffic Engineering Division (BCTED) completed a six-month test case and found no adverse impacts to the signal controller, so we allowed the DDA to move forward with a set of 15 locations within their jurisdictional boundary. The art-wraps are all installed within the downtown Fort Lauderdale area.

The "applicant" for an art-wrap project must be a municipality or agency similar to the DDA, and the artwork is intended to be illustrative of a cultural, historic, artistic, architectural or natural theme of the area, with certain types of prohibitions (see attached Special Conditions). Private sector advertisement is not allowed. The permitting process is actually a general engineering permit (electronic form attached) with a location map and set of renderings. I have attached a sample artwork submission plan you can use as an example. You, your representative or agent should prepare the information in a similar format. The Broward County permit application package should then be submitted to Etienne Joachim (cc'd) at HCED. You can submit the proposed artwork to me for approval, which Etienne will need prior to processing your permit.

Please note that while Broward County permits the installation of the art-wraps on traffic control cabinets, and we continue to maintain the cabinet and all equipment associated with the signal, we do not maintain the art-wraps themselves. This would have to be addressed by the agency installing the wraps. Furthermore, if the cabinet is damaged in any way such as a result of a traffic accident or crash, our agency will replace the cabinet and all signal equipment within the cabinet in accordance with our interlocal agreement to maintain the signal system for the City, but we will not replace the art-wrap. Likewise, if a County capital improvement project, such as a span wire to mast arm conversion, results in the removal of the art-wrapped cabinet, we will replace the cabinet and equipment within, but we will not replace the art-wrap. You will be permitted to reinstall the same artwork under your existing permit. If the replacement artwork is changed, it would have to be submitted again for our review and approval.

Should the City desire to pursue these installations at intersections along the State Road system, the Florida Department of Transportation (FDOT) will also have to be contacted to initiate their separate approval process. My contact at FDOT has been Roger Lemieux at Roger.Lemieux@dot.state.fl.us. He should be able to assist you with the Departments process.

If you have any further questions, please do not hesitate to contact me.



Yves d'Anjou, P.E.
Broward County Public Works Department

TRAFFIC ENGINEERING DIVISION

2300 W. Commercial Boulevard

Ft. Lauderdale, FL 33309

(954) 847-2600

ydanjou@broward.org

www.broward.org

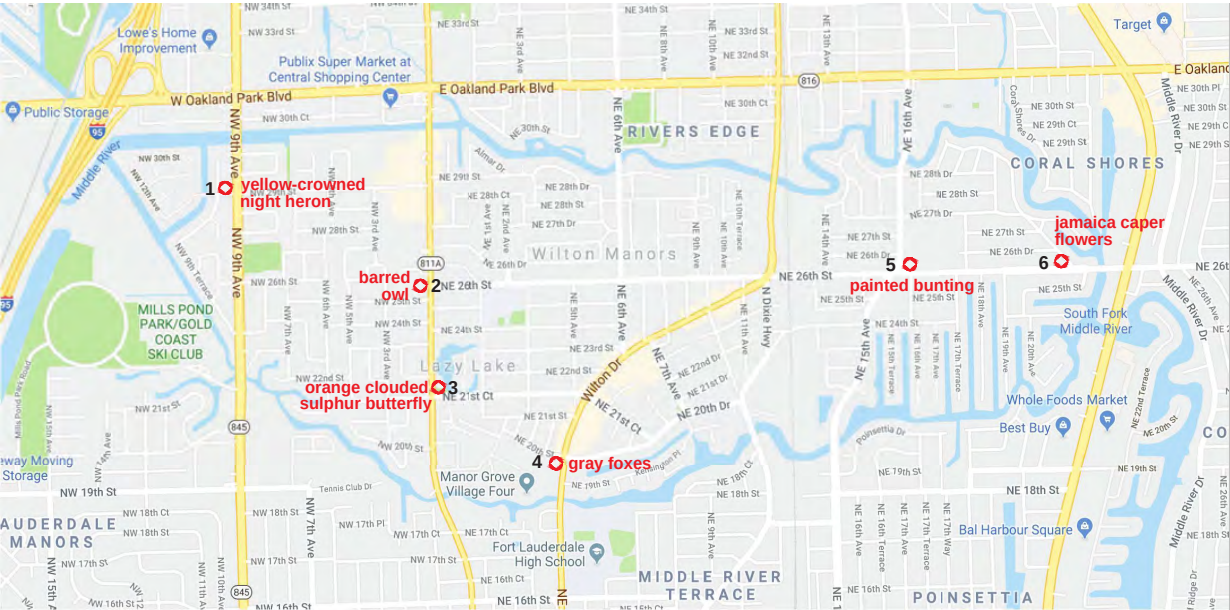
WILTON MANORS

UTILITY BOX WRAP PROGRAM

WILTON MANORS, FLORIDA

INDEX

SHEET NO.	SHEET TITLE
C-0	Cover Sheet
C-1	Box 1 Powerline & NE 29th St
C-2	Box 2 Andrews & NE 26th St
C-3	Box 3 Andrews & NE 21st Ct
C-4	Box 4 Wilton Drive & NE 20th St
C-5	Box 5 NW 15th/16th Ave & NE 26th St
C-6	Box 6 NE 26th St & Coral Gardens Drive



NORTH
PROJECT LOCATIONS
N.T.S.

**ABACO
ENGINEERING
INC.**
10100 W. Sample Rd. Suite 334
Coral Springs, FL 33065
Phone: (954) 599-3726
Fax: (954) 692-9033
abacoengineering.com

AZITA O. BEHMARDI, P. E.
P.E. NO. 44388
STATE OF FLORIDA



WM UTILITY BOX WRAP PROGRAM
WILTON MANORS, FLORIDA 33311

DRAWN BY: DR
CHECKED BY: AB
DATE: 09/09/19
REVISIONS:



PROJECT #

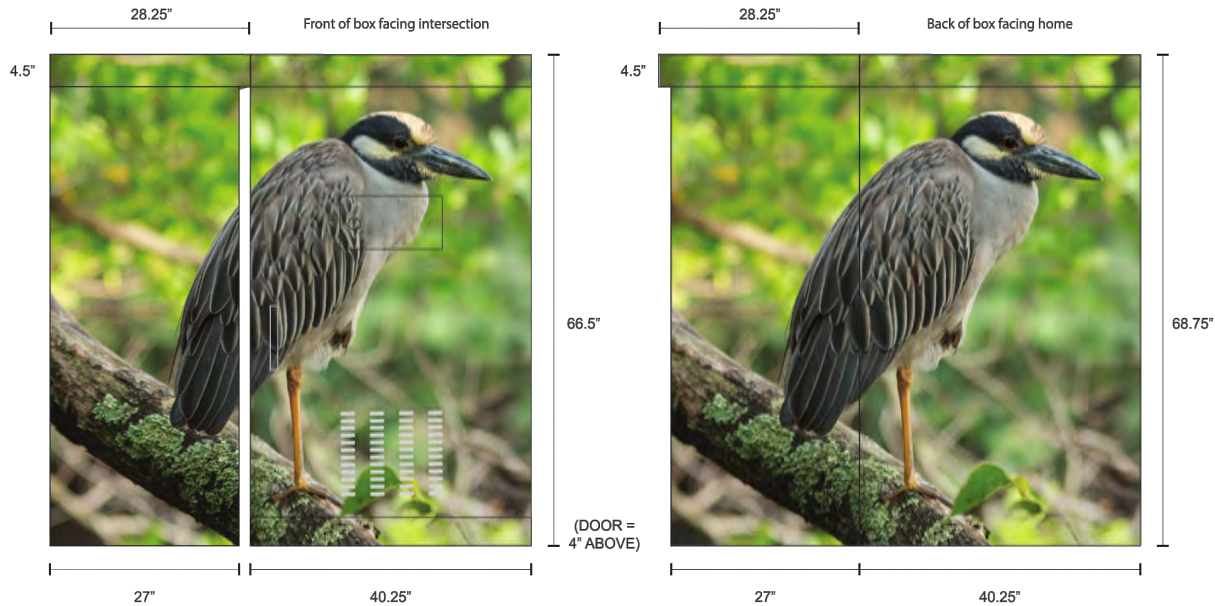
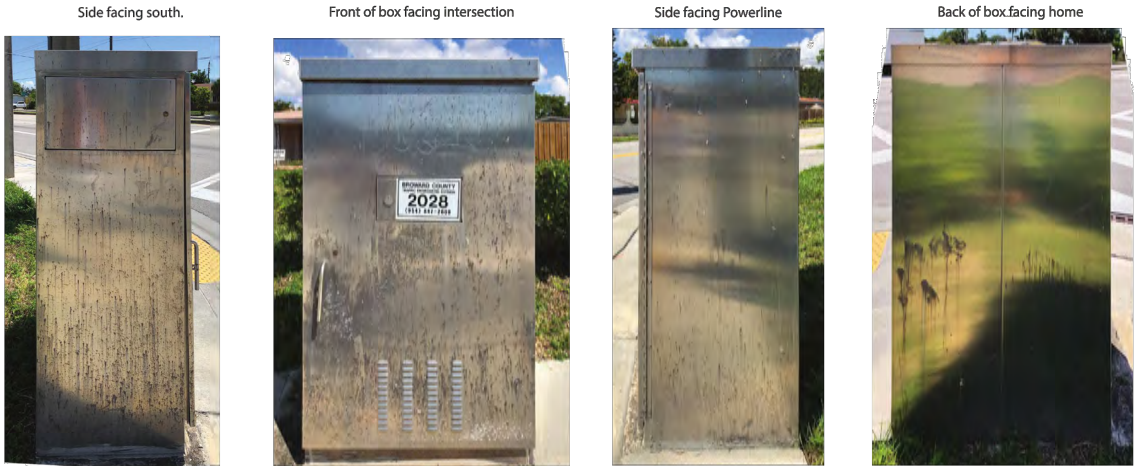
SHEET

C-0

COVER SHEET

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Box 1 Powerline & NE 29th St
Yellow-crowned Night Heron



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Phone: (954) 599-3726
Fax: (954) 692-9033
abacoengineering.com

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P.E. NO. 44388
STATE OF FLORIDA



WM UTILITY BOX WRAP PROGRAM
WILTON MANORS, FLORIDA 33311

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CHECKED BY: AB
DATE: 09/09/19
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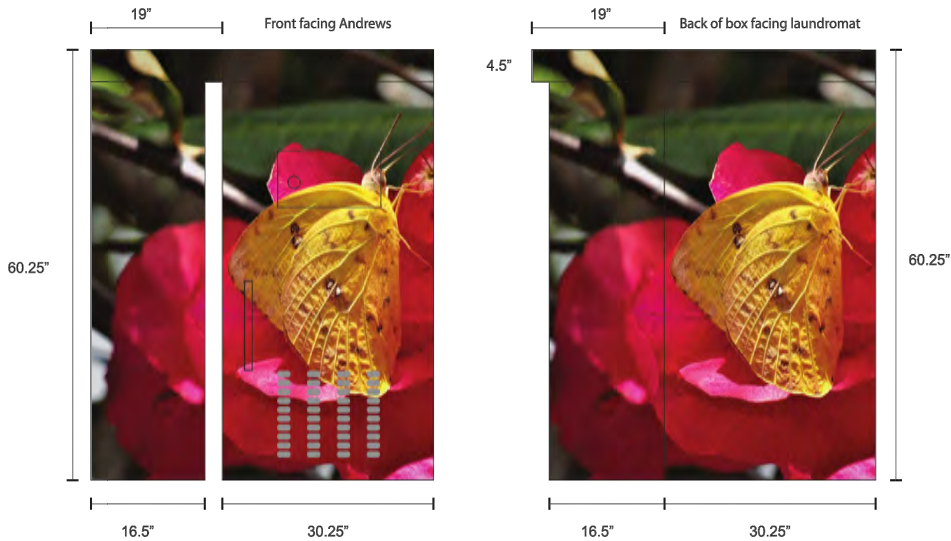
SHEET

C-1

BOX 1

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Box 2 Andrews & NE 26th St
Orange Sulphur Butterfly



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WILTON MANORS, FLORIDA 33311

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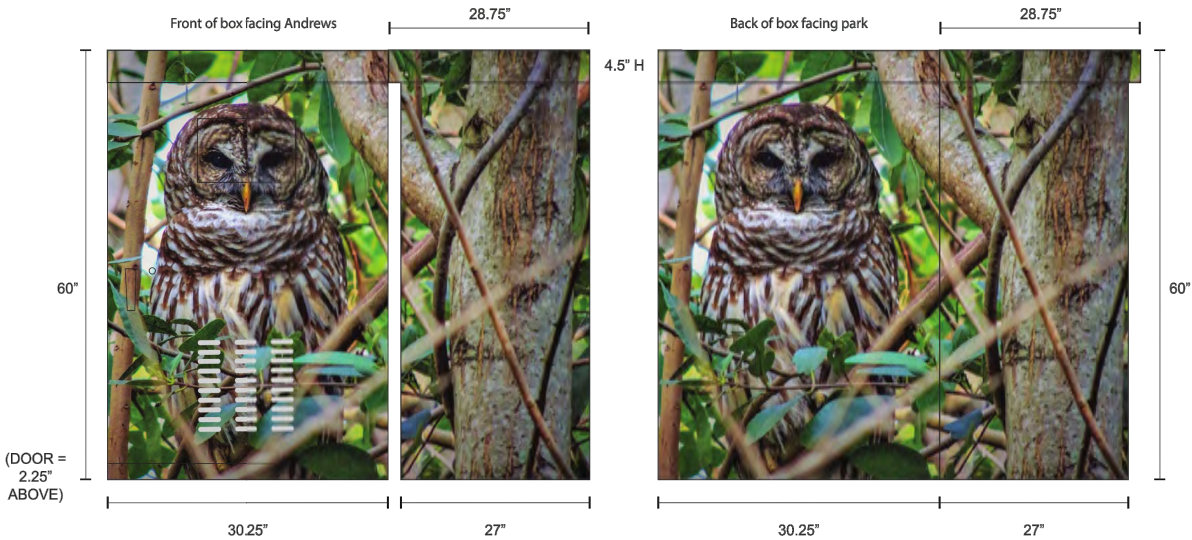
SHEET

C-2

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Box 3 Andrews & NE 21st Ct
Barred Owl



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Fax: (954) 692-9033
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STATE OF FLORIDA



WM UTILITY BOX WRAP PROGRAM
WILTON MANORS, FLORIDA 33311

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PROJECT #

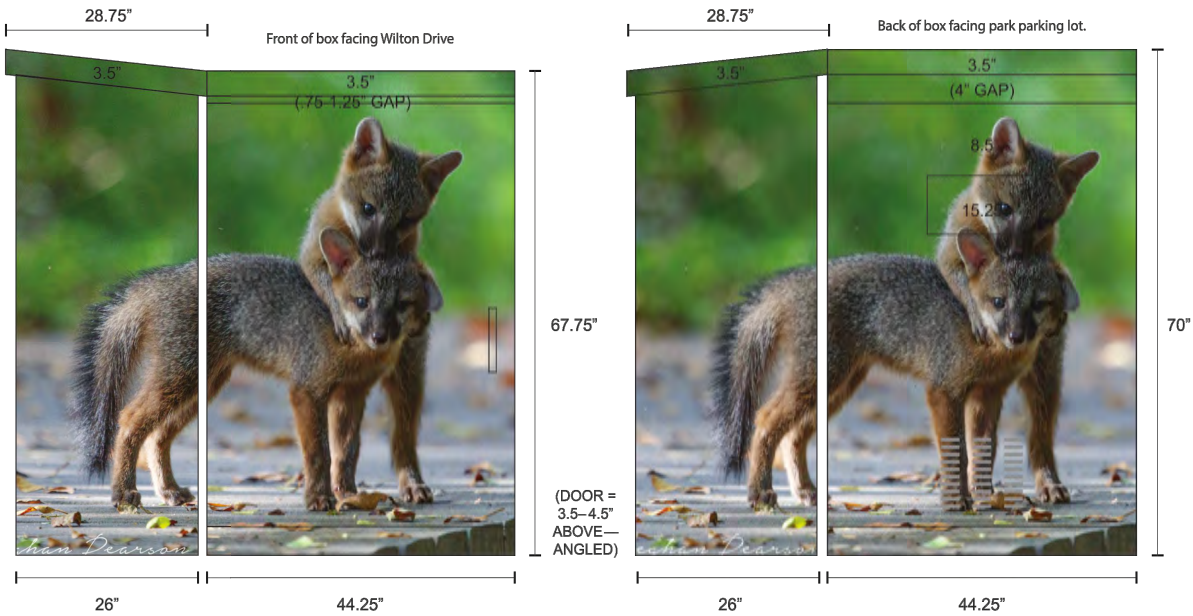
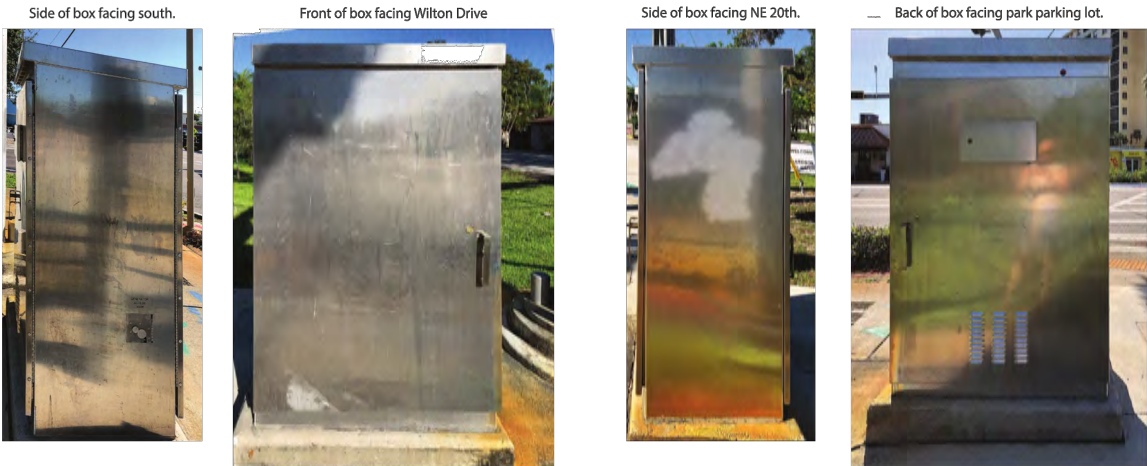
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C-3

BOX 3

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Box 4 Wilton Drive & NE 20th St (Richardson Park)
Gray Fox Kits



*WATERMARK WILL BE REMOVED ON FINAL ART

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Coral Springs, FL 33065
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Fax: (954) 692-9033
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AZITA O. BEHMARDI, P. E.
P.E. NO. 44388
STATE OF FLORIDA



WM UTILITY BOX WRAP PROGRAM
WILTON MANORS, FLORIDA 33311

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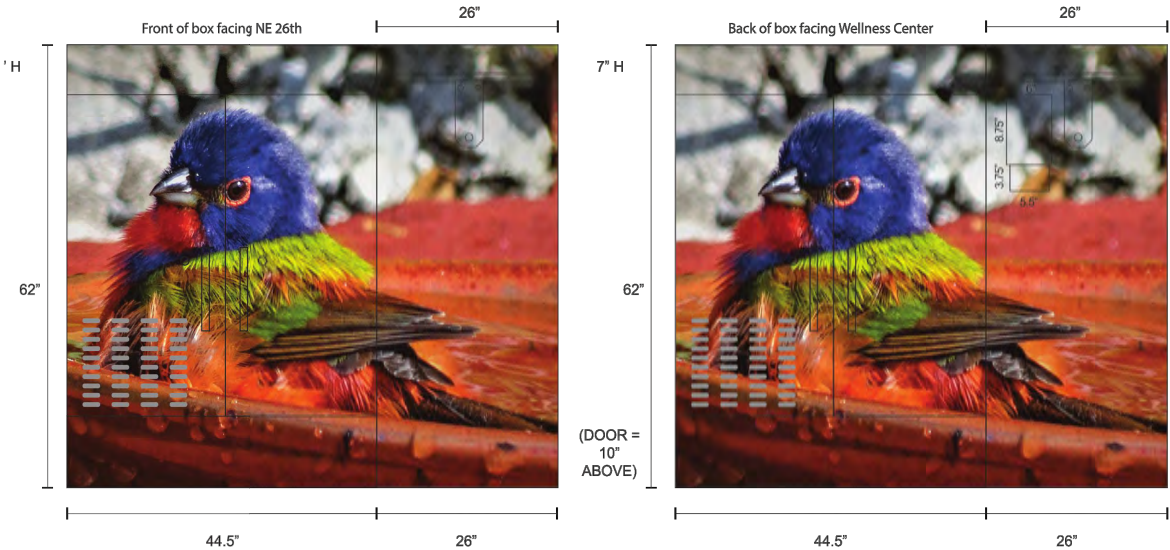
SHEET

C-4

BOX 4

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Box 5 NW 15th/16th Ave & NE 26th St
Painted Bunting



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10100 W. Sample Rd. Suite 334
Coral Springs, FL 33065
Phone: (954) 599-3726
Fax: (954) 692-9033
abacoengineering.com

AZITA O. BEHMARDI, P. E.
P.E. NO. 44388
STATE OF FLORIDA



WM UTILITY BOX WRAP PROGRAM
WILTON MANORS, FLORIDA 33311

DRAWN BY: DR
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REVISIONS:



PROJECT #

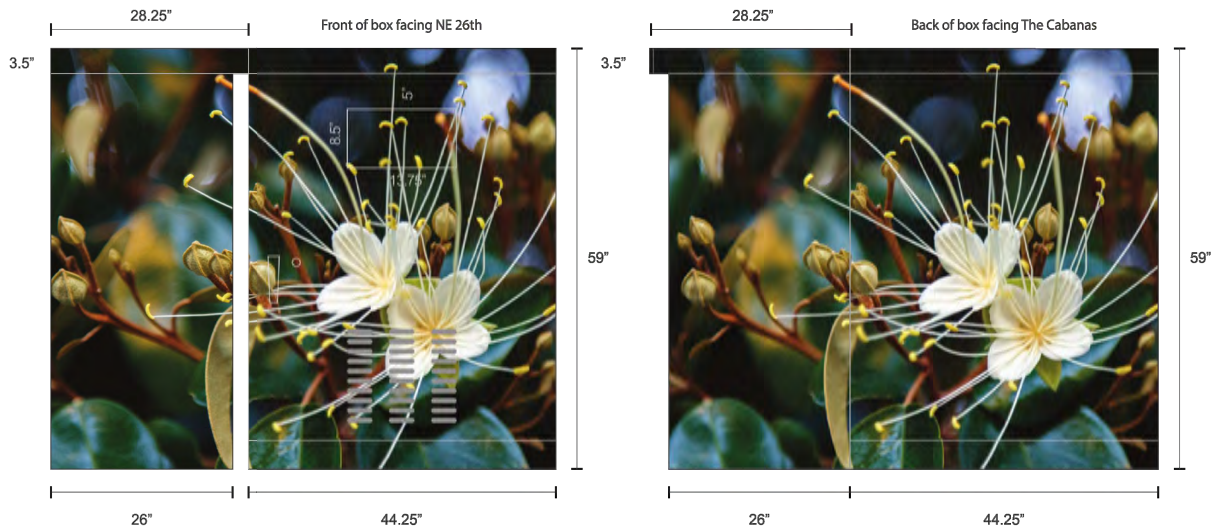
SHEET

C-5

BOX 5

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Box 6 NE 26th St & Coral Gardens Drive
Jamaica Caper blossoms



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10100 W. Sample Rd. Suite 334
Coral Springs, FL 33065
Phone: (954) 599-3726
Fax: (954) 592-9033
abacoengineering.com

AZITA O. BEHMARDI, P. E.
P.E. NO. 44388
STATE OF FLORIDA



WM UTILITY BOX WRAP PROGRAM
WILTON MANORS, FLORIDA 33311

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DATE: 09/09/19
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PROJECT #

SHEET

C-6

BOX 6

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BROWARD COUNTY PUBLIC WORKS DEPARTMENT
HIGHWAY CONSTRUCTION & ENGINEERING DIVISION

APPLICATION FOR PERMIT
FOR CONSTRUCTION IN THE PUBLIC RIGHT-OF-WAY

1 NORTH UNIVERSITY DRIVE, SUITE 300
PLANTATION, FLORIDA 33324-2038
Tel # (954) 577-4555

RESET FORM

PRINT

PLEASE TYPE OR PRINT CLEARLY

TYPE OF PERMIT REQUESTED *PD ☐ WS ☐ *DRIVEWAY ☐ UTIL ☐ MISC ☐ OTHER ☐

PERMITTEE INFORMATION *See note 13, 20 and 21 on reverse side

Name _____
Address _____
City _____ State _____ Zip _____
Qualifier _____ Qualifier CC # _____
License Type _____ Email Address _____
Telephone # _____

Safety Compliance Officer _____
Telephone # _____ Email Address _____

OWNER INFORMATION *See note 13 and 20 on reverse side

Name _____
Address _____
City _____ State _____ Zip _____
Telephone # _____ Email Address _____

UTILITY COMPANY INFORMATION

Utility Company Name _____
Address _____
City _____ State _____ Zip _____
Telephone # _____ Email Address _____

PROJECT INFORMATION

Name _____
Location _____

Section _____ Township _____ Range _____ Section _____ Township _____ Range _____

Subdivision or Area _____
Job Address _____

Project location 1 _____
Project location 2 (if required) _____

Nearest intersecting street _____

Legal Description
Plat Book _____ Cty1 _____ Book1 _____ Page1 _____ Cty2 _____ Book2 _____ Page2 _____

PROJECT DESCRIPTION

Description of Work _____

In accordance with the approved plans submitted by

Company Name _____

Address _____

City _____ State _____ Zip _____

☐ Consulting Engineer ☐ Utility Company Engineer _____

Telephone # _____ Email Address _____

Anticipated Starting Date _____ Anticipated Construction Duration _____ Days

*Qualifier Signature - See note 13, 20 and 21 on reverse side _____ Date _____

*Owner Signature - See note 13 and 20 on reverse side _____ Date _____
Owner must sign for any driveway work in the right of way

Notary Signature _____ Date _____

(REVERSE SIDE CONTAINS MINIMUM CONDITIONS APPLICABLE TO THIS PERMIT REQUEST)

MINIMUM CONDITIONS APPLICABLE TO PERMIT REQUESTS

1. Owner or Utility agrees to maintain permitted facility, including the restoration of the surrounding right-of-way, at his/her sole expense and, if required by Broward County to promptly modify, relocate and/or remove said facility as required, at the owner's or utility's own sole expense. All portions of the public right-of-way disturbed or impaired during the maintenance, modification, relocation or removal of the permitted facility shall also be restored by owner or utility at owner's or utility's own expense and Broward County will have no responsibility therefore. (2005 Broward County Minimum Standards 3-6.8)
2. All materials, installations and methods of work in County rights-of-way must be in accordance with the "Minimum Standards Applicable to Rights-of-Way under Broward County Jurisdiction", and Broward County Highway Construction & Engineering Division Requirements. (2005 Broward County Minimum Standards 4-1.10)
3. All work in public right-of-way shall be done in strict compliance with the rules and regulations of the Traffic Control Manuals, the Occupational Safety and Health Administration, the Americans with Disabilities Act and the Broward County Public Works and Transportation Department. Failure to comply shall result in cessation of operations and the removal of project-related obstructions from public right-of-way until compliance is achieved. (2005 Broward County Minimum Standards 3-1.1)
4. Prior to commencement of construction within Broward County jurisdiction rights of way, the permittee shall contact the Broward County Highway Construction & Engineering Division (954) 577-4600 to schedule a preconstruction meeting. Failure to comply may result in a revocation of this permit. (2005 Broward County Minimum Standards 3-3.1)
5. No construction shall be initiated until a permit for the proposed installation has been issued by the Broward County Highway Construction and Engineering Division. (2005 Broward County Minimum Standards 3-2.2)
6. The contractor must submit maintenance of traffic plan to the Broward County Traffic Engineering Division (954) 847-2600 and obtain approval prior to commencing work in the right of way. (2005 Broward County Minimum Standards 3-1.3 & 4-1.4)
7. A minimum of forty-eight (48) hour notice must be given to the Broward County Highway Construction & Engineering Division before commencing work on any project. - Telephone Number (954) 577-4600. (2005 Broward County Minimum Standards 3-3.2)
8. A minimum of twenty-four (24) hour notice must be given to Broward County Highway Construction & Engineering Division for scheduling of all tests and inspections relating to this permit. Scheduling is done on a "First Come, First Served" basis. - Telephone Number (954) 577-4600. The Engineer of Record for the project shall be present for all inspections and tests, unless instructed otherwise by the Broward County Highway Construction and Engineering Division. (2005 Broward County Minimum Standards 3-3.3)
9. A set of plans for the project bearing the Highway Construction and Engineering Division approval stamp, the Permit issued by the Highway Construction and Engineering Division, and the MOT plan approved by the Traffic Engineering Division, shall all be onsite whenever work is in progress. In the event that any one of these items is not so located, work shall not be allowed to begin or, if already begun, shall be halted. (2005 Broward County Minimum Standards 3-6.1)
10. Permitted work shall not be deemed approvable until all installations, tests and restorations are complete and approved by the Consulting Engineer, all other agencies having jurisdiction, and this Division; and all required Test Reports, Certifications and "Record" drawings have been submitted to and accepted by all agencies requiring as-built approval. (2005 Broward County Minimum Standards 3-8 & 3-9)
11. "Record" drawings and certification package, as required by the "Minimum Standards Applicable to Rights-of-Way under Broward County Jurisdiction", must be submitted to the Broward County Highway Construction & Engineering Division prior to final inspection. (2005 Broward County Minimum Standards 3-8)

Paving and Drainage (2005 Broward County Minimum Standards 6-1.13 & 6-1.18)

 - a. One (1) set of certified drainage as-built drawings signed and sealed by a Professional Land Surveyor registered in the State of Florida together with the Engineer's Certification. All drainage installations shall be tested for leakage prior to backfilling; and
 - b. One (1) set of finished rock base as-built drawings signed and sealed by a Professional Land Surveyor registered in the State of Florida and certified by a Professional Engineer registered in the State of Florida, stating that the installation shown thereon was made in substantial conformance with the approved drawings. Finished rock as-built drawings shall be at the same scale as the approved drawings and must show finished rock base elevations and offsets at centerline, edge of median and edge of pavement, plus elevations of bottom of swale or flow line of gutter, top of curb and right of way line, at high point and low points, intersections and changes in slope. Elevations shall be verified and shown at intervals not to exceed 300 feet measured along the profile grade line for projects over 1500 feet in length; every 100 feet for projects 500 to 1500 feet in length and every 50 feet for projects under 500 feet in length. These elevations shall be depicted on a set of plans at the same scale, with sufficient clarity to make judgment of acceptability possible; and
 - c. All test reports including One (1) copy of the density reports on the compaction of the subgrade, base, shoulders and swales verified by an independent certified Engineering Testing Laboratory.

Water and Sewer (2005 Broward County Minimum Standards 10-6, 11-5 & 12-6)

One (1) set of certified as-built drawings signed and sealed by a Professional Land Surveyor registered in the State of Florida together with the Engineer's Certification. All drawings shall indicate accurate house connection dimensions, main and terminal point locations, elevations of stubs or laterals, locations and elevations of all changes in direction and slope, rim elevations, invert elevations and structure numbers. In addition the size, material, location and elevation of all underground utilities encountered during construction shall be indicated on the plan; and

Gas Transmission and Distribution Systems, Telephone, CATV, Other Signal Systems or Electric Power

(2005 Broward County Minimum Standards 13-3, 14-10, 15-9 and 16-9)

Record drawings may be required on a case by case basis. When required one (1) set of record drawings shall be submitted within three (3) weeks after completion of the work along with a statement signed by the Engineering Supervisor of the utility company certifying as to the accuracy of the as-built locations and elevations of the permitted installations and further certifying that the permitted installation was done in substantial accordance with the approved drawings.

Landscape Irrigation (2005 Broward County Minimum Standards 19-6)

One (1) set of certified as-built drawings signed and sealed by a Professional Land Surveyor registered in the State of Florida together with the Engineer's or Landscape Architects Certification. All drawings shall indicate location and elevation information.

Monitoring Well (2005 Broward County Minimum Standards 20-7)

On completion of construction, the contractor must furnish the Broward County Highway Construction & Engineering Division with a "Well Completion Report".
12. A Notice of Acceptance shall be sent to permittee, and the one year warranty maintenance period will commence during which the permittee shall, at his/her sole expense, repair or cause to be repaired, any defects that may be identified within the public right-of-way due to or arising from the permitted installation(s) or the permittee's operations related to the project. (2005 Broward County Minimum Standards 6-1.19 & 7-2.15)
13. This permit shall expire under the following circumstances; unless other arrangements have been made with the Broward County Highway Construction & Engineering Division. Once a permit has expired, before any work may continue, begin or resume, a new permit shall be obtained with all current conditions and regulations having to be met including new plan approval. A new permit fee shall be charged for the uncompleted portion only.
 - A. If construction of permitted work is not commenced within 180 calendar days. (2005 Broward County Minimum Standards 4-2.1); or,
 - B. If permitted work, once begun, is suspended for more than 90 days. (2005 Broward County Minimum Standards 4-2.2); or,
 - C. Upon completion of the permitted work (including restoration), and acceptance by the permittee, all regulatory agencies involved, and the Broward County Highway Construction & Engineering Division. (2005 Broward County Minimum Standards 4-2.3); or
 - D. Evidence of incorrect, misleading or omitted information having significant bearing on the approvability of a previously approved plan shall be cause for rescission of the Highway Construction and Engineering Division permit and suspension of work (if started), and resubmittal of the corrected plans for approval. (2005 Broward County Minimum Standards 4-1.9); or
 - E. Upon the passage of two (2) years from the date of issuance. (2005 Broward County Minimum Standards 4-2.4)
14. Permittee is solely responsible for any relocation(s) of new or existing facilities required as a result of this permitted construction. Permittee is responsible for notification/coordination with owners of previously permitted facilities located within County Jurisdiction rights of way.
15. Permittee hereby indemnifies and holds Broward County harmless for any loss arising from permittee's installation or operations under this permit.
16. This permit only applies to authorization from the Broward County Highway Construction & Engineering Division. It is possible that additional permits may be necessary. Nothing contained herein relieves the permittee from timely complying with applicable laws of other Federal, State or Local Governments.
17. It is expressly understood that this permit is for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.
18. Prior to construction of any improvements within the county jurisdiction right of way, the permittee shall notify the Sunshine State One-Call of Florida, Inc. for underground facility locations, as set forth in the "Underground Facility Damage Prevention and Safety Act" of the State of Florida, Chapter 556 Florida Statutes. (2005 Broward County Minimum Standards 3-1.6)
19. Excavated materials shall not be stockpiled in the public right of way during construction without specific approval of the Broward County Highway Construction & Engineering Division. All excess materials shall be removed from the worksite and disposed of legally by the permittee at his own expense. (2005 Broward County Minimum Standards 3-6.6.2)
20. The owner understands and agrees that portions of driveways within the public right of way that are disturbed and/or removed for permitted work will be replaced only with asphalt or plain concrete having no additives, coloring, special finishes or patterns.
21. In the event it becomes necessary, for any reason, to continue work operations beyond the normal hours of operation for the Division, the Contractor whose name appears on the face of this Permit acknowledges their commitment to pay the associated Broward County Highway Construction & Engineering Division and Traffic Engineering Division charged overtime expenses, prior to requesting a final inspection on the project. (Broward County Resolution 1999-1140)

AGENDA ITEM REPORT



To:

Subject: South Park Road - repairs related to emergency forcemain break

Meeting: AGENDA REGULAR COMMISSION MEETING - September 14, 2022

Department: Public Works

Staff Contact: Robert Clark, Public Services Director

RECOMMENDATION:

Informational purposes

ATTACHMENTS:

[Repair Cost SParkRd 2022-08](#)

[AA Force Main Break S Park Rd 20220827](#)

	Status:
Myriam Jacques, Deputy Public Services Director	Approved - Sep 08 2022
Robert Clark, Public Services Director	Approved - Sep 08 2022
Roy Brown, Finance & Budget Director	Approved - Sep 09 2022
Melissa Anderson, Town Attorney	Approved - Sep 12 2022
JC Jimenez, Town Manager	Approved - Sep 13 2022
Marlen Martell, Town Clerk	Approved - Sep 14 2022



Repair Cost for Force Main Break S. Park Road - Friday, August 26, 2022

	Activity	Vendor	Cost	Date
1	Underground Pipe Repair	Cacique Utilities	34,795.00	08/26/2022
2	Pump /Vac Truck	Johnson Environmental Services	14,668.50	08/26/2022
3	Other Emergency Truck Callout	Lift Station R Us	500.00	08/26/2022
4	Street Sweeping	Tri-County Sweeping Services	825.00	08/29/2022
5	Asphalt Restoration	Southern Asphalt Engineering	2,880.00	09/06/2022
6	Residual Contaminated Dirt Disposal	Johnson Environmental Services	1,419.50	09/02/2022
TOTAL			55,088.00	

Town of Pembroke Park
3150 SW 52nd Avenue • Pembroke Park, Florida 33023
954.966.4600 • www.tppfl.gov#



From: Public Services Department
To: JC Jimenez
Date: Tuesday, November 30, 2021
Re: After Action Report
Force Main Break S. Park Rd.

Force Main Leak

On or about Friday August 26, 2022, at 12:50 Robert Dibenedetto was informed by Stephanie Woodbury that a resident called in to town hall to report water rising up from the ground on 2450 South Park Road. Robert Dibenedetto arrived on scene at approximately 13:13 and mobilized management of traffic.

Robert Dibenedetto determined there was a sewer line break located at the exit of lake Villa apartments, Public Services Dir. Rob Clark and Project Manager Stephanie Woodbury were apprised of the situation. It was determined at approximately 13:20 the pavement was cracked, and water was bubbling up from the crack. The GIS map placed the forced main directly under the crack. Dir. Robert Clark arrived on scene at approximately 13:30 after shutting down Ls# 34 (Master Lift Station) and together we directed traffic until the Roads & Streets Department arrived on scene to take over the MOT.

Dep. Public Director Myriam Jacques, together with Project Mgr. Stephanie Woodbury initiated an Active Leak Protocol and reached out to local vendors for support. C&I construction was contacted and unable to assist. Lift Stations R-us were contacted and were unable to assist. Cacique Utilities, an approved vendor, contractor and sub-contractor of multiple local municipalities was mobilized for an emergency repair.

At approximately 18:09, Johnson Environmental and Cacique Utilities were mobilized with a full crew, three (3) Pump trucks and one (1) Vac-Excavator truck to assist with the leak mitigation and setting a line bypass.

Misael Flores	Parks and Recreation	Transported Excavator
Patrick Brown	Roads and Streets	Water Mitigation
Timothy Wallace	Roads and Streets	MOT
James Lawson	Roads and Streets	MOT
Robert Dibenedetto	Water and Sewer	Project Management

We uncovered a breach in the 8" Ductile Iron Pipe approximately 6' below the surface. The pipe demonstrated a rupture in the line not consistent with wear over time. At approximately 06:00 August 27, 2022, the job was completed, new sand and rock topsoil was installed and clean up protocols are ongoing to restore the area to original condition.

The Public Services Department is continuing efforts in the reporting process to all pertinent parties. *See attached photos*

Respectfully Yours,

Robert Clark



Robert Clark
Public Services Director, Town of Pembroke Park
954.966.4600 EXT 212 rclark@tppfl.gov
www.tppfl.gov
3150 SW 52nd Ave Pembroke Park, FL 33023



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AGENDA ITEM REPORT



To: Commision Information
Subject: Building Department Relocation to the Third Floor
Meeting: 08 24 2022 DRAFT AGENDA WORKSHOP COMMISSION MEETING - Aug 24 2022
Department: Building
Staff Contact: Miguel Nunez, Building Official

RECOMMENDATION:

Commission to approve this request

ATTACHMENTS:

[22-015](#)

[3rd floor proposed plan](#)



TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023
Office 954-966-4600 ● Fax 954-966-5310

MEMORANDUM NO.: 22-015

DATE: August 17, 2022

TO: Hon. Geoffrey Jacobs, Mayor
Hon. Ray Dieuville, Vice-Mayor
Hon. William Hodgkins, Clerk-Commissioner

VIA: Juan Carlos (JC) Jimenez, Town Manager

VIA: Roy Brown, Finance Director

FROM: Miguel A. Núñez, Building Official *MN*

RE: **BUILDING DEPARTMENT RELOCATION TO THE THIRD FLOOR**

At this time, I would like to request authorization from the commission to initiate and provide the required ranking for the proposed relocation of the building department offices to the third floor. Our intent is to select the designer of record for the plans, which we request to be approved by the Town Manager, and the request for proposals (RFP) from contractors and later to bring such cost to the commission for approval, in accordance with the town procurement rules and guidelines.

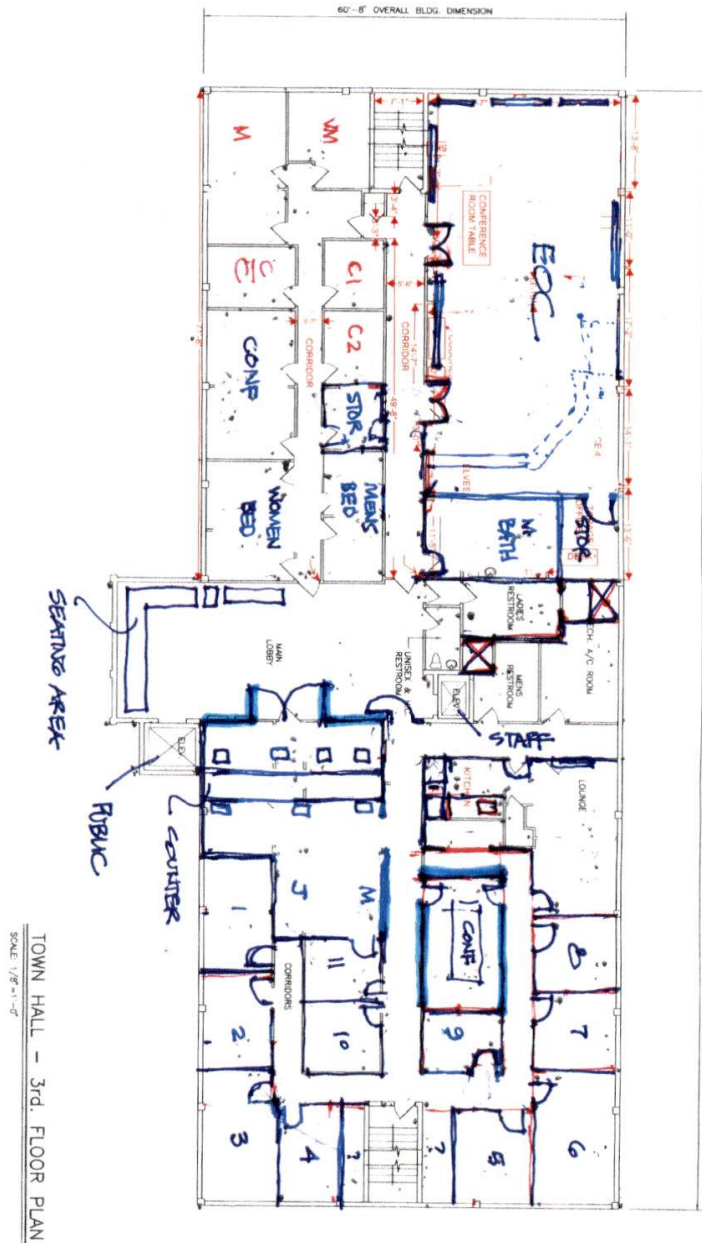
Therefore, we respectfully request that the Town Commission, approve the above-mentioned request. In addition, the used funds will be the previously earmarked building department surplus funds.

As always, if you have further questions or comments, do not hesitate to contact me at your earliest convenience.

Respectfully submitted.

Cc: File.

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/pp documents/memos/2022/22-015.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/pp%20documents/memos/2022/22-015.docx)



TOWN OF PEMBROKE PARK 3150 S.W. 52nd AVENUE, PEMBROKE PARK FL. 33023		REVISIONS 1 2 3	
TOWN HALL - 3rd. FLOOR PLAN & ALTERATIONS		DATE: AUG. 1987 SCALE: 1/8" = 1'-0" DWG. BY: C.S.W. CHECKED BY: M.K.K.	
1 of 1 SHEET NO.	SCALE		

AGENDA ITEM REPORT



To: Code Enforcement
Subject: Authorization to Foreclose on Code Enforcement Liens
Meeting:
Department: Legal
Staff Contact: Joseline Ramirez, Chief Code Enforcement Officer

BACKGROUND INFORMATION:

The special magistrate has approved foreclosing on the attached list of code enforcement liens. Code enforcement is requesting Commission approval to foreclose on any or all of the properties on the attached list.

RECOMMENDATION:

Approve foreclosure on the attached list of code enforcement liens

ATTACHMENTS:

[foreclosure list 092022](#)

	Status:
Joseline Ramirez, Chief Code Enforcement Officer	None
Miguel Nunez, Building Official	None
Roy Brown, Finance & Budget Director	None
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None

NO.	CASE #	NOV DATE	COMPLIED Y/N	NAME	ADDRESS	ACCRUED FINE	RECORDING DATE	EXPIRED DATE	INTR #	HOMESTEAD EXEMPTION
1	5701	3/26/2021	NO AS OF 09/8/2022	2400 SW 30 LLC	2400 SW 30 AVE BAY B, PEMBROKE PARK, FL 33009	\$104,850.00	11/1/2021	1/30/2022	117702145	NO
2	5702	3/26/2021	NO AS OF 09/8/2022	2400 SW 30 LLC	2400 SW 30 AVE BAY A, PEMBROKE PARK, FL 33009	\$104,850.00	11/1/2021	1/30/2022	117702080	NO
3	5195	6/25/2020	NO AS OF 09/8/2022	ARDEVCO LLC / SUNDRIFT APARTMENTS	3181 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	\$21,050.00	11/1/2021	1/30/2022	117702052	NO
4	5006	3/6/2020	NO AS OF 09/8/2022	COLE FD PORTFOLIO III LLC C/O FAMILY DOLLAR 26608	4100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	\$87,500.00	11/15/2021	2/13/2022	117737834	NO
5	4863	1/21/2020	YES 11/19/2013	CAP5000 LLC	2601 S PARK ROAD, PEMBROKE PARK, FL 33009	\$900.00	11/23/2021	2/21/2022	117759679	NO
6	4902	1/26/2016	YES 03/24/2016	COLE FD PORTFOLIO III LLC C/O FAMILY DOLLAR STORES INC.	4100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	\$4,700.00	10/1/2021	12/30/2021	117628288	NO
7	5297	7/30/2020	NO AS OF 09/8/2022	GERALD ANDERSON A&B RECYCLING	1708 SW 31 AVE, PEMBROKE PARK, FL 33009	\$115,850.00	9/29/2021	12/28/2021	117622061	NO
8	5523	2/3/2021	NO AS OF 09/8/2022	GERALD ANDERSON A&B RECYCLING	1708 SW 31 AVE, PEMBROKE PARK, FL 33009	\$115,850.00	9/29/2021	12/28/2021	117622085	NO
9	4400	1/9/2019	YES AS OF 07/7/2019	GERALD ANDERSON A&B RECYCLING	1708 SW 31 AVE, PEMBROKE PARK, FL 33009	\$100.00	9/29/2021	12/28/2021	117622143	NO
10	4869	10/3/2019	NO AS OF 09/8/2022	GERALD ANDERSON A&B RECYCLING	1708 SW 31 AVE, PEMBROKE PARK, FL 33009	\$149,000.00	6/7/2018	9/5/2018	115125785	NO

NO.	CASE #	NOV DATE	COMPLIED Y/N	NAME	ADDRESS	ACCRUED FINE	RECORDING DATE	EXPIRED DATE	INTR #	HOMESTEAD EXEMPTION
12	4306	5/3/2018	NO AS OF 9/8/2022	COLE FD PORTFOLIO III LLC C/O FAMILY DOLLAR STORES INC	4100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	\$68,400.00	9/30/2021	12/29/2021	117625177	NO
13	4566	6/26/2019	YES AS OF 08/5/2022	3535 SW 52ND AVENUE LLC %TL MANAGEMENT LLC	3535 SW 52 AVENUE, Pembroke FI 33023	\$48,350.00	5/18/2020	8/16/2020	116505783	NO
14	4920	12/22/2016	NO AS OF 09/8/2022	LEONEL A. RODRIGUEZ	3900 SW 52ND AVE, PEMBROKE PARK, FL 33023	\$101,700.00	5/18/2020	8/16/2020	116505786	NO
15	4876	1/27/2020	YES AS OF 07/22/2021	DISCOUNT AUTO PARTS INC % ADVANCE STORES CO INC #9479	3000 W HALLANDALE BEACH BOULEVARD, PEMBROKE PARK, FL 33009	\$400.00	11/1/2021	1/30/2022	117702044	NO
16	4601	5/10/2019	YES AS OF 07/27/2022	E&M PROPERTIES 2665 LLC	2649 S PARK RD, PEMBROKE PARK, FL 33009	\$47,900.00	5/18/2020	8/16/2020	1165055784	NO

CONTRACT AGREEMENT

THIS AGREEMENT, made as of this ____ day of _____, 2022 by and between CAPITAL HILLS CONSULTANTS, INC., (CHC), represented by DAVID K SIGERSON, Jr., Esq., Chief Governmental Consultant and General Counsel, (hereinafter "CONSULTANT") and the TOWN OF PEMBROKE PARK, FLORIDA (hereinafter "the TOWN").

IN CONSIDERATION of the sums as herein described and other good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, the parties hereto agree as follows:

1. CONSULTANT shall provide the TOWN with lobbying, consulting and monitoring services before the Florida Legislature and the Broward County Legislative Delegation and its committees and subcommittees with respect to: local legislation; annexation issues; mobile home bills; preservation of home rule powers generally and specifically to advocate for maintaining local authority to raise and spend revenue; state appropriations requests; and other state legislative issues as directed by the TOWN.
2. CONSULTANT shall also provide the TOWN with such services for a period of twelve months (12 months) extending from October 1, 2022 through September 30, 2023.
3. The TOWN shall pay CONSULTANT for such services \$54,000 per year for the period as stated herein to perform the services as described herein with such fees to be paid as follows: \$4,500.00 per month with the initial payment due and payable on the 5th day of October, 2015 and thereafter by the 5th day of each month.
4. Extraordinary expenses incurred by CONSULTANT must first be approved by the TOWN and shall be invoiced at the time of such expenses. Such expenses shall be limited to travel expenses incurred specifically on behalf of TOWN business.
5. INDEPENDENT CONTRACTOR: CONSULTANT is at all times and shall remain an Independent Contractor, solely responsible for the manner and method of completing its work under this Agreement.
6. LAWS AND REGULATIONS: CONSULTANT shall comply with all laws relative to its work under this Agreement.
7. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954)966-4600 extension 235, njoseph@townofpembrokepark.com 3150 SW 52nd Avenue, Pembroke Park, Florida 33023.
8. Contractor agrees to comply with Florida public records laws, specifically to:
 1. Keep and maintain public records required by the Town of Pembroke Park to perform the service.
 2. Upon request from the Town of Pembroke Park's custodian of public records, provide the Town of Pembroke Park with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Town of Pembroke Park.

4. Upon completion of the contract, transfer, at no cost, to the Town of Pembroke Park all public records in possession of the contractor or keep and maintain public records required by the Town of Pembroke Park to perform the service. If the contractor transfers all public records to the Town of Pembroke Park upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town of Pembroke Park, upon request from the Town of Pembroke Park's custodian of public records, in a format that is compatible with the information technology systems of the Town of Pembroke Park.

9. ASSIGNMENT: Neither this agreement nor any duty, interest, or right hereunder shall be assigned by CONSULTANT without the prior approval of the TOWN.
10. This agreement shall have three one-year extensions and may thereafter be renewed upon the agreement of the parties. If either party should decide not to extend, the party deciding not to extend shall give the other party 60-days notice of such non-extension.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written.

Capital Hills Consultants, Inc.

Town of Pembroke Park

BY: _____
David K. Sigerson, Jr., Esq.
General Counsel
1121 So. Military Trail
Deerfield Beach, Florida 33442

BY: _____
Geoffrey Jacobs, Mayor
3150 SW 52 Avenue
Pembroke Park, Florida 33023

BY: _____
William J. Hodgkins, Clerk
Commissioner
3150 SW 52 Avenue
Pembroke Park, Florida 33023

BY: _____
Melissa P. Anderson, Esq. Town Attorney
3150 SW 52 Avenue
Pembroke Park, Florida 33023

CAS Governmental Services, LLC

"Communications Advocacy Specialists"

36910 3rd Street, Post Office Box 35

Canal Point, Florida 33438-0035

561-924-7702

This Agreement is by, and between, The Town of Pembroke Park, hereinafter referred to as the TOWN and the consulting firm, CAS Governmental Services, LLC, hereinafter referred to as CASGS.

Whereas, the Town seeks to engage the services of an individual or firm to seek special Legislative Appropriation Funding and to represent designated legislative issues in Tallahassee during the Legislative Session and Committee Weeks. This service will be with respect to issues, special funding and/or appropriations relating to The Town of Pembroke Park.

SERVICES: CASGS will provide the following services: Assist with the preparation and completion of the TOWN'S Legislative Priorities; Prepare for Committee Weeks and Legislative Session; Provide full-time representation in Tallahassee during scheduled Committee Weeks and during Legislative Session including the Conference process; Assist with the preparation and completion of the House and Senate Legislative Appropriation Funding Request forms for the TOWN'S approved projects; Submit the TOWN'S approved House and Senate Legislative Appropriation Funding Request projects prior to House and Senate deadlines; Monitor the House and Senate appropriation processes; Prepare and submit House Attestation documentation per House Rules; Prepare and provide talking points and background information to Legislators for presentation of the TOWN'S approved Appropriation projects; Meet with House and Senate Legislators, Committee Chairs, Committee Members and Leadership in Tallahassee throughout Committee Weeks, the Legislative Session including the Conference process; Track legislation being filed and presented during Committee Weeks and throughout the Legislative process; Attend House and Senate Subcommittee and Committee meetings as scheduled and provide testimony, as requested and as appropriate; Address requests from the Governor's office, the Senate and House; Coordinate and work with State government officials as necessary; Schedule appointments with Representative and/or Senators, and Staff, as requested; Advise the TOWN of issues that surface during Committee Weeks and Legislative Session that may affect the TOWN; Advise the TOWN of issues that surface during Committee Weeks and Legislative Session which the TOWN could lend its support; Monitor the Governor's action for signing/vetoing of bills, legislation and budget items; Report findings to the Town Manager or designee.

NO CONTINGENCY FEES:

- No Contingency Fees: Both the TOWN and CASGS fully understand and accept that payment of fees herein is not contingent upon the outcome or success of professional lobbying services. In accordance with Florida Statutes, no contingency fee or performance-based fee is agreed to by either the TOWN or CASGS, nor will any contingency fee be paid by the TOWN or received by CASGS for any of the herein described services.

COMPENSATION:

- CASGS shall receive an annual lump sum fee of Thirty-Thousand Dollars (\$30,000.00) to be paid in equal payments invoiced monthly by CASGS.
- CASGS shall also invoice the TOWN for normal out-of-pocket expenses and hourly rate fees for time worked and other pass-through charges normally associated with Legislative Committee Weeks and Legislative Session duties above. Any assigned duties beyond this agreement must be specifically authorized by the Town Manager. The CASGS hourly rate will be \$150.00 per hour.

The TOWN agrees to make payment within thirty (30) days of CASGS invoicing.

WARRANTY: CASGS cannot and does not make, nor imply, any form of warranty or guarantees regarding the outcome of any legislation, special funding or appropriation passage.

TERMINATION: Termination of this contract may be made by either party giving thirty (30) days written notice. Termination notice shall be in writing thirty (30) days prior to the date given as the termination date. Termination shall not deprive CASGS from final invoicing and for payment(s) for work already complete or substantially complete, or for neither funding approved or underway, nor shall termination deprive the TOWN from work products already complete or substantially complete.

EFFECTIVE DATE: This contract shall become effective when executed.

Dated _____ this _____ day of 2022.

FOR: TOWN OF PEMBROKE PARK

Signature

Printed Name & Title

FOR: CAS GOVERNMENTAL SERVICES,
LLC



Signature

Connie C. Vanassche, President and &
Managing Partner



CONTRACTUAL AGREEMENT

THIS AGREEMENT is between the **TOWN OF PEMBROKE PARK**, herein referred to as the "Employer" and **DESINDA WOOD-CARPER of DC STRATEGIES LLC**, herein referred to as the "Contractor," and commencing on October 1, 2022. This AGREEMENT provides for a yearly extension ending September 30, 2026.

NOW, IN CONSIDERATION of the mutual promises and agreements contained herein, Employer hires Contractor and Contractor agrees to work for Employer under the terms and conditions hereby agreed upon by the parties:

SECTION 1 CONTRACTUAL RELATIONSHIP

1.1 Representation of Warranties. During the term of the Agreement, the Contractor will provide services to the Employer as agreed and hereby represents and warrants to the Employer that the Contractor has the qualifications, the experience, and the ability to perform properly the services.

SECTION 2 INDEPENDENT CONTRACTOR STATUS

2.1 Contractor Status. The Contractor acknowledges that she is an independent contractor and is not an agent, partner, joint venture, nor employee of the Employer. Contractor shall have no authority to bind, or otherwise obligate the Employer in any manner nor shall the Contractor represent to anyone that she has a right to do so.

2.2 Compensation. As consideration of all services to be rendered by the Contractor to the Employer set forth in this Agreement, the Employer shall pay the Contractor the amount specified in **Exhibit A**.

2.3 Withholding. The Employer and the Contractor acknowledge that the Contractor will act as an independent Contractor in the performance of this Agreement and shall be responsible for payment of all federal, state, and local employment taxes.

2.4 Expenses. The Contractor shall not be authorized to incur on behalf of the Employer any expenses without the prior written consent of the Employer. As a condition to receipt or reimbursement, the Contractor is required to submit to the Employer reasonable evidence that the amount involved is expended and related to the Services provided under this Agreement.

2.5 Benefits. Consistent with the relationship as an independent contractor, the Contractor will not be eligible to receive any municipal benefits during the term of this Agreement.

SECTION 3 TERMS AND TERMINATION

3.1 Terms. The Contractor shall provide service to the Employer for a term commencing on the effective date of this Agreement and continue for a period of one year with a yearly extension not to exceed September 30, 2026. Contract is eligible for extension thirty days prior to the end of the effective date.

**P.O. Box 470 · Winter Park, FL 32790
(850) 363-3781 · Desindawoodcarper@yahoo.com**



3.2 Termination. The Employer shall have the right to terminate this Agreement, for any reason, at any time upon thirty days written notice and the Contractor shall have the right to same and adhere to same process. In the event of such termination, the Contractor shall be paid for any portion of the services that have been performed prior to such termination.

SECTION 4 WORK TO BE PERFORMED

4.1 Terms. The employer agrees to hire the Contractor to perform grant procurement services and work as stated and described in **Exhibit A** of this Agreement.

4.2 Duties. Contractor agrees to perform work for the Employer on the terms and conditions set forth in this Agreement as described in **Exhibit A**.

SECTION 5 METHOD OF PROVISION OF SERVICES

5.1 Supervision. Services performed by the Contractor, as outlined in **Exhibit A**, will be under the Supervision of the Employer's designee.

5.2 Employment of Others. The Employer may request that the Contractor arrange for the services of others. All costs for those services will be paid by the Employer but in no event shall the Contractor hire others to perform services under this Agreement without the prior authorization of the Employer.

5.3 Service Method. The Contractor shall be solely responsible for determining the method, details and means of performing the services. The Employer shall retain the right to ensure that the service is being performed according to the specifications outlined in **Exhibit A**.

5.4 Service Support. The Employer shall provide to the Contractor any municipal document(s) and information the Contractor will need to fulfill the scope of work defined in **Exhibit A**.

SECTION 6 CONFIDENTIALITY

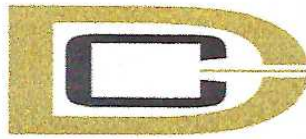
6.1 Confidentiality of Information & Documents. The Contractor agrees that any information received during any furtherance of the Agreement concerning personal, financial or other affairs of the Employer will be treated by the Contractor in full confidence and will not be revealed to any other person, firm or organization excluding information shared with designated personnel working in conjunction with the scope of work.

SECTION 7 MISCELLANEOUS PROVISIONS

7.1 Default. In the event action is filed to enforce this Agreement or with respect to this agreement, the prevailing party shall be reimbursed by the other party for all costs and expenses incurred in connection with the action, including reasonable attorney's fees.

7.2 Compliance with State Law. This Agreement shall be governed by and shall be construed in accordance with the Laws of Florida.

**P.O. Box 470 · Winter Park, FL 32790
(850) 363-3781 · Desindawoodcarper@yahoo.com**



STRATEGIES LLC
GLOBAL

EXHIBIT A

SECTION 8 SCOPE OF WORK

8.1 Grant Research and Data Collection. The Contractor agrees to research funding opportunities that align with the Employer's needs, goals and qualifications. Consultation on such grant(s) between the Employer and the Contractor will commence and Employer will select the grant competitions for pursuit.

8.2 Grant Application Procedure. The Contractor agrees to coordinate and jointly complete grant applications with the Employers designated staff during the interval of this Agreement.

8.3 Grant Application Processing & Costs. The application preparation of the Employer's grant(s) will require the securing, collecting and compiling of documents and ancillary information dictated and or requested by the Grantor. The Employer will submit required documents to the Contractor upon requests and in a timely manner. Employer will be responsible for all costs incurred for completion & submittal of all applications.

8.4 Legislative Development. The Contractor will assist with the development of the Employer's legislative proposals and priorities & represent the Employer before State and federal granting Agencies.

SECTION 9 COMPENSATION

9.1 Payment Agreement. The Employer shall pay the Contractor the sum of \$61,600.00 to fulfill the scope of work detailed in **Exhibit A**.

9.2 Payment Schedule. The Employer shall pay a monthly compensation of \$5,134.00 for the duration of this AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have made and executed this AGREEMENT on the respective dates under each signature below.

DC STRATEGIES, LLC. a Florida limited
liability company

By: Desinda L. Wood Carper
Desinda L. Wood-Carper

Print Name: Desinda L. Wood Carper
Authorized Representative

Date: 9/12/2022

TOWN OF PEMBROKE PARK

By: _____
Geoffrey Jacobs, Mayor-Commissioner

Attest: _____
Marlin Martell, Clerk

Date: _____

TOWN ATTORNEY'S OFFICE

Approved as to form and legality

By: _____
Melissa P. Anderson, Town Attorney

P.O. Box 470 · Winter Park, FL 32790
(850) 363-3781 · Desindawoodcarper@yahoo.com



www.tidewaterinc.com

AGREEMENT

THIS AGREEMENT made and entered into by and between the TOWN OF PEMBROKE PARK, Florida, a municipal corporation of the State of Florida, 3150 SW 52 Avenue, Pembroke Park, Broward County, Florida 33023, (hereinafter referred to as "TOWN"), and TIDEWATER CONSULTING, INC., 115 East Park Avenue, Unit 1, Tallahassee, Florida 32301, (hereinafter referred to as "TIDEWATER")

WITNESSETH

WHEREAS, legislation is routinely introduced in the Florida Legislature and Executive Branch that affects the TOWN; and

WHEREAS, TIDEWATER is a consulting firm that employs registered lobbyists with the Florida Legislature and Executive Branch and has experience working with matters that come before the Florida Legislature and Executive Branch; and

WHEREAS, the TOWN desires to retain the services of TIDEWATER to represent the TOWN'S interest before the Florida Legislature and Executive Branch.

NOW THEREFORE, in consideration of the foregoing premises and the mutual terms and conditions herein, the TOWN and TIDEWATER hereby agree as follows:

1. The TOWN agrees to retain the services of TIDEWATER and TIDEWATER agrees to represent the TOWN in matters before the Florida Legislature and Executive Branch during the 2023 Legislative Session.

115 East Park Avenue • Unit 1 • Tallahassee, Florida 32301
(850) 681-6400 • Fax: (850) 681-7080

2. The parties agree that the TOWN shall pay TIDEWATER the sum of SIXTY THOUSAND AND 00/100TH (\$60,000.00) DOLLARS for its services during the term of this Agreement; Payable as follows: \$20,000 on January 15, 2023; and, \$20,000 on April 15, 2023; and, \$20,000 on August 15, 2023.

3. The TOWN further agrees to reimburse TIDEWATER for all reasonably expended out-of-pocket costs incurred in connection with this Agreement including, but not limited to airfare, hotel, meals, courier, federal express etc. in an amount not to exceed FIVE THOUSAND AND 00/100TH (\$5,000.00) DOLLARS.

4. TIDEWATER is and shall be in the performance of all work, services and activities under this Agreement, independent, and not an employee, agent or servant of TOWN. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to TIDEWATER'S sole discretion, supervision and control. TIDEWATER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects TIDEWATER'S relationship and the relationship of its employees to TOWN shall be that of an independent contractor and not as employees or agents of TOWN.

5. TIDEWATER agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or the subject matter or publish or otherwise disclose or permit to be disclosed or published any of the data or other information, obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying TOWN and securing its consent. TOWN shall not unreasonably withhold consent.

6. A. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S

DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 966-4600, 3150 SW 52nd AVENUE, PEMBROKE PARK, FLORIDA 33023.

Contractor agrees to comply with Florida public records laws, specifically to:

1. Keep and maintain public records required by the Town of Pembroke Park to perform the service.
 2. Upon request from the Town of Pembroke Park's custodian of public records, provide the Town of Pembroke Park with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Town of Pembroke Park.
 4. Upon completion of the contract, transfer, at no cost, to the Town of Pembroke Park all public records in possession of the contractor or keep and maintain public records required by the Town of Pembroke Park to perform the service. If the contractor transfers all public records to the Town of Pembroke Park upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town of Pembroke Park, upon request from the Town of Pembroke Park's custodian of public records, in a format that is compatible with the information technology systems of the Town of Pembroke Park.
- B. Contractor agrees to return all phone calls from Town Commissioners by the close of business on the following business day.
- C. Contractor agrees to complete all assignments given to Contractor by Town Commission by the deadline provided by the Town Commission. In the event no deadline has been provided by the Town Commission, Contractor agrees to complete all assignments given to Contractor by the Town Commission within a reasonable time.

D. Contractor agrees to provide the Town Commission a status report of all the matters which the Contractor has undertaken by the direction of the Town Commission on a monthly basis.

7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement.

8. The term of this Agreement shall commence upon the execution of this Agreement by the parties and shall terminate on December 31, 2023 and may be renewed automatically for succeeding terms of three (3) additional years.

This Agreement may be terminated unilaterally by either party provided that thirty (30) days written notice of such termination is given by the party electing to terminate to the other party.

TIDEWATER may retain any and all amounts paid to it by the TOWN prior to the termination of the Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the dates set forth under their signatures.

TOWN OF PEMBROKE PARK,
a municipal corporation

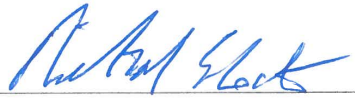
MAYOR COMMISSIONER

ATTEST: _____
TOWN ATTORNEY

ATTEST: _____
TOWN CLERK

Date: _____

TIDEWATER CONSULTING, INC.

By: 
RICHARD E. COATES
PRESIDENT

Date: 

CONTRACT AGREEMENT

THIS AGREEMENT, made as of this ____ day of _____, 2022 between HELMICH CONSULTING, INC., (HCI), represented by BILL HELMICH (“CONSULTANT”) and the TOWN OF PEMBROKE PARK, FLORIDA (hereinafter “the TOWN”).

IN CONSIDERATION of the sums as herein described and other good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, the parties hereto agree as follows:

1. CONSULTANT shall provide the TOWN with public relations, legislative consulting, lobbying and monitoring services before the Florida Legislature and its committees and subcommittees with respect to appropriations, local legislation, annexation issues, and other state legislative issues as directed by the TOWN.
2. CONSULTANT shall also provide the TOWN with such services for a period of Twelve months (12 months) extending from October 1, 2022, through September 30, 2023.
3. The TOWN shall pay CONSULTANT for such services a \$416.66 monthly for the period as stated and an additional \$15,000 if legislation is filed which would adversely affect the town TOWN with such fees to be paid as follows: \$416.66 monthly payable monthly day after the execution of this contract and \$5,000 per month for 3 months if legislation is filed, beginning when the legislation being identified by all parties as adverse to the TOWN.
4. Extraordinary expenses incurred by CONSULTANT must first be approved by the TOWN and shall be invoiced at the time of such expenses. Such expenses shall be limited to travel expenses incurred specifically on behalf of TOWN business.
5. INDEPENDENT CONTRACTOR: CONSULTANT is at all times and shall remain an Independent Contractor, solely responsible for the manner and method of completing its work under this Agreement.
6. LAWS AND REGULATIONS: CONSULTANT shall comply with all laws relative to its work under this Agreement.
7. ASSIGNMENT: Neither this agreement nor any duty, interest, or right hereunder shall be assigned by CONSULTANT without the prior approval of the TOWN.
8. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT, townclerk@pembrokepark.com
9. Contractor agrees to comply with Florida public records laws, specifically to:
 1. Keep and maintain public records required by the Town of Pembroke Park to perform the service.
 2. Upon request from the Town of Pembroke Park’s custodian of public records, provide the Town of Pembroke Park with a copy of the requested records or allow the records to

be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Town of Pembroke Park.

4. Upon completion of the contract, transfer, at no cost, to the Town of Pembroke Park all public records in possession of the contractor or keep and maintain public records required by the Town of Pembroke Park to perform the service. If the contractor transfers all public records to the Town of Pembroke Park upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town of Pembroke Park, upon request from the Town of Pembroke Park's custodian of public records, in a format that is compatible with the information technology systems of the Town of Pembroke Park.

10. This agreement will be renewed annually for up to 3 years upon the agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written.

Helmich Consulting, Inc.

Town of Pembroke Park

BY: _____
Bill Helmich
303 Johns Rd
Tallahassee, Florida 32301

BY: _____
Geoffrey Jacobs, Mayor
3150 SW 52 Avenue
Pembroke Park, Florida 33023

BY: _____
Melissa Anderson, Town Attorney
3150 SW 52 Avenue
Pembroke Park, Florida 33023

BY: _____
William Hodgkins Clerk
Commissioner
3150 SW 52 Avenue
Pembroke Park, Florida 33023

AGENDA ITEM REPORT



To:

Subject: BSO Fire Services

Meeting:

Department: Legal

Staff Contact: Melissa Anderson, Town Attorney

BACKGROUND INFORMATION:

The fire services agreement with BSO with fire services will expire at the end of this fiscal year. Accordingly, a new agreement for fire services must be entered into with BSO. The term of the agreement is five years with an one time renewal option.

RECOMMENDATION:

Staff Recommends Approval

ATTACHMENTS:

[BSO fire Exhibit B 8-15-22](#)

[Pembroke Park exhibit A 8-15-22](#)

[BSO Fire Rescue 8-16-22](#)

EXHIBIT B

EMERGENCY MEDICAL, FIRE PROTECTION AND FIRE PREVENTION 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 Emergency Medical, Fire Protection and Fire Prevention Services between the TOWN 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. TOWN. "TOWN" shall mean the TOWN that has contracted with BSO for Fire Rescue Services pursuant to this Agreement and is identified in the Special Terms and Conditions.
- e. Town Boundaries. "Town Boundaries" shall mean the area within the municipal boundaries of the TOWN.
- f. Town Manager. "Town Manager" shall mean the duly appointed and validly existing Town Manager of the TOWN. In the absence of the Town Manager, the Assistant Town Manager or person acting in the capacity of Town Manager shall have the same authority as that of the Town Manager.
- g. Consideration. "Consideration" shall mean the monthly payment and other amounts payable by the TOWN hereunder in consideration of the Fire Rescue Services performed by BSO, as set forth herein.
- h. District. "'District" shall mean the geographic area within the Town Boundaries, the City of West Park, and any additional geographic area to be serviced by the District employees based upon a mutual written agreement of the TOWN and BSO.
- i. District Chief. "District Chief" shall be the BSO representative appointed by BSO's Director of Fire Rescue to serve as the Chief responsible for supervising all emergency medical, fire protection and fire prevention employees and activities within the District and serving as a liaison between the CITY and BSO for Fire Rescue Services.

- j. District Fire Employees. "District Fire Employees" shall mean BSO employees regularly assigned to the District who possess the necessary qualifications and experience to provide emergency medical, fire protection or fire prevention and support services, and all other BSO employees and all other Persons contracted by BSO, each of whom may, from time to time, provide Fire Rescue Services to the TOWN.
- k. 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.
- l. Facilities. "Facilities" shall mean the Fire/Rescue Station any additional facilities that are used by BSO on a permanent basis to provide Fire Rescue Services. The Facilities are listed in the Special Terms and Conditions of this Agreement.
- m. Fire Rescue Services. "Fire Rescue Services" shall mean the aggregate of all emergency medical, fire protection and fire prevention related services provided by BSO pursuant to this Agreement.
- n. 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.
- o. 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.
- p. Term. "Term" shall mean the length of this Agreement and any extensions thereto, which are set forth in Exhibit A, Special Terms and Conditions of this Agreement.

2. **STAFFING**

- a. **Structure.** The staffing structure for the District shall be as set forth in the Special Terms and Conditions of this Agreement and may be modified as set forth herein. The Staffing Structure will not be modified except through a written amendment to this Agreement executed by both the TOWN and BSO with the same formalities as set forth herein.
- b. **Minimum Staffing.** BSO will provide a minimum number of personnel to provide Fire Rescue Services to the TOWN as set forth in the Special Terms and Conditions of this Agreement.
- c. **Employment Standards.** BSO shall be responsible for setting employment standards (i.e. hiring, discipline, training) for District Fire Employees consistent with BSO agency standards. BSO is committed to providing the TOWN with highly skilled emergency medical, fire protection and fire prevention personnel to provide Fire Rescue Services to the TOWN.

- d. **Employment Responsibilities.** All District Fire Employees shall be and remain BSO employees, and such employees shall not be considered employees of the TOWN for purposes of pension benefits, (excepting those persons who are receiving or entitled to receive pension benefits from the Town), insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, the TOWN shall not be called upon to assume any liability (unless otherwise set forth herein) for direct payment of any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, worker's compensation (Chapter 440, Florida Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any District Fire Employee whatsoever, arising out of BSO's employment of such Persons and such Persons' performance of the Fire Rescue Services. The TOWN and BSO understand and acknowledge that all costs, including the employment related costs, are included in the consideration payable by the TOWN to BSO in accordance with this Agreement.
- e. **Personnel.** BSO's Personnel assigned to the District shall only be utilized for appropriate fire and emergency medical services within the District, except as otherwise authorized in applicable automatic, Closest Unit Response (CRU) once enacted by Broward County, and mutual aid agreements. BSO shall not use District Facilities or District Employees to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement or approved in writing by the Town Manager.
- f. **Staffing Review and Modifications.** As part of the TOWN's annual budgetary process, BSO shall evaluate the Staffing requirements for the TOWN to determine if the current staffing level and composition adequately meets the TOWN's goals and objectives. If BSO or the TOWN believes the staffing requirements need to be adjusted, BSO shall provide staffing recommendations to the Town Manager for review. If both parties agree to the recommended staffing changes, this Agreement shall be re-opened for negotiations regarding its terms and conditions as they relate to the staffing and this Agreement shall be modified through an amendment to this Agreement executed by both the TOWN and BSO with the same formalities as contained herein, which shall reflect the agreed upon staffing change(s) and the compensation will be adjusted accordingly.

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

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

- g. **Transfers – BSO's Rights.** Except for the District Chief, which is governed by Section 10 of this Agreement, BSO shall have the right to transfer or reassign any BSO personnel out of the District. BSO will provide the Town Manager notice of the transfer.
- h. **Transfers – TOWN Rights.** Except for the District Chief, which is covered in Section 10 of these General Terms and Conditions, the Town Manager shall have the right to request the transfer of BSO personnel out of the District, which shall not be arbitrary or capricious. The request must be sent to the District Chief in writing setting forth the name of the employee, the employee's rank and the reason for the request (the "Transfer Request"). The Transfer Request must be approved in writing by BSO, however such approval shall not be unreasonably withheld. BSO shall notify the TOWN in writing as to whether BSO approves of the Transfer Request within 5 business days of receipt of the Transfer Request. If BSO fails to notify the TOWN within 15 business days of the Transfer Request, the Transfer Request shall be deemed approved. If BSO approves the Transfer Request, the employee shall be transferred out of the District as soon as reasonably possible but in no event more than 30 days after BSO approves the Transfer Request.
- i. **Transfers – Layoffs.** Notwithstanding anything herein to the contrary, transfers in and out of the District may result from employees exercising seniority rights pursuant to the collective bargaining agreement and in the event of layoffs at the Broward Sheriff's Office.
- j. **Replacements.** Any Personnel transferred or reassigned out of the TOWN shall be replaced as soon as practicable. Notwithstanding any transfers or reassignments, BSO is still obligated to maintain the minimum staffing required under this Agreement at all times.
- k. **Staffing Continuity.** BSO shall make every reasonable effort to maintain the continuity of BSO emergency medical, fire protection and fire prevention personnel assigned to the District, subject to the transfer provisions set forth herein.
- l. **Education.** The parties acknowledge the importance of the District Fire Employees' knowledge of the general make-up of the TOWN and its geographic areas, its office, industrial, commercial, and residential composition, the TOWN's organizational structure and staff, and the TOWN's Code of Ordinances.
- m. **Deletions and Additions.** The TOWN shall have the right to unilaterally delete services upon no less than sixty (60) calendar days prior written notice, and such deletions shall be memorialized in an amendment to this Agreement, and the

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

3. ASSIGNMENT OF FIRE RESCUE POWERS

The TOWN currently has a Certificate of Need ("CON") to provide Emergency Medical Services and BSO shall be authorized to submit documentation and appear on the TOWN's behalf to maintain the CON.

Fire protection and prevention services are provided pursuant to the TOWN's home rule powers and Applicable Law. The TOWN does hereby vest in each of BSO's District Fire Employees, to the extent permitted by law, the powers necessary to implement and carry forth such Fire Rescue Services in accordance with this Agreement, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such District Fire Employees.

4. REPORTS

BSO shall provide reports upon request to the Town Manager that include the following information:

- calls for service based on units responding
- encumbered times for units by day of week and time of day, by unit.
- fire prevention activities

At any time during the term of this Agreement, the Town Manager shall have the right to make reasonable modifications to the reporting format(s), reporting content, and reporting period(s). The Town Manager shall have the right to reasonably request other reports as the Town Manager deems necessary.

5. RESPONSE TIMES

The District Chief will monitor response time reports and provide copies to the Town Manager. For emergency medical and fire protection calls, BSO shall make every reasonable effort to respond within established Commission on Fire Accreditation International ("CFAI") agency accreditation and National Fire Protection Association ("NFPA") 1221, and 1710 standards for response guidelines as they exist now or may be amended from time to time.

Revisions to the response standards determined by CFAI and NFPA will be applied as they occur for BSO to remain current with established industry standards and accreditation requirements. The BSO District Fire Chief will provide the Town Manager with response time metrics annually or more often as needed or required as the nationally established guidelines, accreditation standards and metrics are modified or revised. Response time shall be calculated from the time of intake until the appropriate unit arrives on the scene of the incident as recorded in BSO's CAD system.

6. CONSIDERATION

- a. For the period from the Effective Date through the end of the September 30, 2022, the annualized consideration amount and the monthly payment amount for Fire Rescue Services shall be as set forth in the Special Terms and Conditions, payable on the 1st of each month. The consideration is for the entire District. The Town is responsible for fifty percent of the consideration. The City of West Park is responsible for fifty percent of the consideration.
- b. ~~Should the parties agree to renew the Agreement,~~ the consideration payable by the TOWN for subsequent fiscal years shall be determined by ~~negotiation which shall begin~~ adding the following:
- c.
- d. BSO's budgeted cost for items other than health insurance premiums, workers compensation premiums, other post-employment benefits and pension contributions, not to exceed an annual increase of 5% over the total combined budgeted cost for all services in the preceding year, except that any increase in the cost of the portable radios and auxiliary equipment provided to the TOWN under the Regional Interlocal Agreement with Broward County, shall not be subject to the annual cap.
- e.
- f. BSO's budgeted costs for workers compensation premiums and pension contributions and post-employment benefits attributable to District Employees, which shall be based upon projected costs.
- g.
- h. BSO's budgeted costs for health insurance premiums for District Employees, which costs shall be the same for all BSO employees in the same benefit plan whether assigned to the District or not, not to exceed an annual increase of more than 9% over the budgeted costs for the same level of coverage throughout the agency. The projected costs of these items shall be supported with third party documentation upon request. Changes in classes of insurance per employee (i.e. single to family coverage) shall not be included in the cap.
- i.
- j. The Town and BSO acknowledge that the District is comprised of the Town and the City of West Park. TOWN and the City of West Park are each responsible for payment of fifty (50%) percent of the fire services costs for the District. Should TOWN or City of West Park terminate its respective agreement, the other party's agreement will be opened up for negotiation and/or potentially terminated.

by BSO shall submit a proposed budget to the TOWN on or before the preceding May 15th ~~at least 90 days prior to the expiration date of the current Agreement.~~ The budget shall have a summary of major classifications (Personnel Services, Operating Expenses, Capital Outlay, etc.). At the request of the Town Manager, BSO shall provide supporting documentation for the budgeted line items to include the cost to outfit and equip District Fire Employees (i.e. uniforms, fire safety gear, computer, etc.).
- k. For purposes of calculating the budget for Personnel Services, the District Fire Employees assigned to the District in February of each year shall be the employees used to calculate the budget for the upcoming fiscal year, which is

due to the TOWN on or before May 15th as set forth above. The annual wages, taxes, pension and health insurance costs associated with each employee shall be determined based upon factors such as contractual wage increases, FICA rates and maximums, pension rates (as dictated by the applicable plan) and proposed health insurance rates. If there are any vacant positions in February, the budgeted cost of the vacant positions for the upcoming fiscal year shall be calculated based upon the average budgeted cost of the filled Fire Employee positions within the same job classification in February.

Commented [TA1]: Why would there be vacant positions and why would we be charged for those?

Commented [FL2R2]: All positions on the trucks are staffed at all times.

- l. BSO and the TOWN shall negotiate in good faith any adjustments to the Consideration. The parties recognize and acknowledge that time is of the essence in resolving this issue. Therefore, the parties agree that a final resolution must be reached on or before August 15. If BSO and the TOWN are able to reach an agreement regarding the consideration, the TOWN will pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month.
- m. BSO shall provide the TOWN with full staffing. The TOWN shall be entitled to a credit for any non-shift vacancies that occur during the fiscal year. The TOWN's entitlement to the vacancy credit shall be calculated quarterly. A vacancy occurs when a BSO District Fire Employee administrative or non-shift staff is absent from work and such absence results in a salary savings to BSO. The TOWN's credit shall be calculated using the average budgeted cost of Fire Employees within the same job classification for that fiscal year. Upon request, BSO shall submit a report detailing vacancy days.

The credit shall be calculated on a quarterly basis for each fiscal year. For purpose of the last quarter for each fiscal year, vacancies may be projected for August and September based upon BSO's vacancies during the month of July.

- g. BSO shall have the right to temporarily fill any vacancy within the TOWN, through overtime, provided that BSO fills the vacancy with an employee with a job classification and rank equivalent to the absent BSO employee. BSO shall educate any staff assigned to the District with respect to the general make-up of the TOWN and its geographic areas, and its office, industrial, commercial and residential composition. The TOWN shall be entitled to a vacancy credit for any BSO District personnel vacancy in any of the positions specified in paragraph 6(f) above, unless the vacant position is temporarily filled through overtime, and if BSO receives a salary savings.
- h. The parties recognize that the TOWN has no right of setoff or to reduce the consideration payable to BSO by amounts in dispute absent a mutual written agreement of the parties.
- i. In addition to the consideration being paid by the TOWN to BSO under this Agreement, and pursuant to the Regional Interlocal Agreement Between Broward County and the TOWN Providing for Cooperative Participation in a Regional Public Safety Intranet, the TOWN agrees to pay its pro rata share for BSO's mobile and portable radios and auxiliary equipment to the extent allocated for the District, and all needed repairs and replacements thereto in accordance with the Regional Interlocal Agreement.

Commented [TA3]: Do we know what this is? The number?

Commented [FL4R4]: I don't believe there are any costs forthcoming. This language is in all of our contracts. Goes back to when the radios were switched over to the P25. The municipalities are responsible for certain costs under the ILA so this is in just as a safeguard in case there are costs in your ILA of which I am not aware

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

7. FEES AND GRANTS

The parties acknowledge and agree to the following:

- a. BSO shall invoice the recipient of emergency medical transport services within thirty (30) calendar days from the date services were rendered in accordance with the fee schedule adopted by the TOWN. BSO shall return to the TOWN all emergency medical services transport fees collected by BSO for services provided pursuant to this Agreement on a monthly basis, less any third party fees for collection services.
- b. The TOWN shall invoice, collect and retain fees from property owners for fire inspection and prevention services provided pursuant to this Agreement, including but limited to, fire inspection, plan review, and false alarm fees. The fees and charges for providing said services shall be in accordance with the schedule of fees and charges adopted by the TOWN.
- c. BSO may invoice, collect, and retain all revenues from those companies or persons receiving hazardous materials mitigation services or technical rescue services directly from regional BSO resources or an entity contracted by BSO.
- d. BSO shall be entitled to retain fees for (a) Emergency Medical Services Standby Services; (b) Fire Protection Standby Services; (c) Fire **Prevention** Services; and (d) Special Event Permits for the provision of BSO fire personnel if applicable. Use of on-duty staff for such standby services shall not be permitted unless documented exigent circumstances occurring within the TOWN necessitate such use. Any other fees retained shall be subject to the written approval of the Town Manager.
- e. BSO shall cooperate with the TOWN and, to the extent allowable by law, act as the fire and emergency medical agent on behalf of the TOWN in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The TOWN will make these funds available to the BSO to carry out the intent of the grant program as approved by the granting agency and the TOWN. Except as otherwise set forth herein, it is understood by both parties that all revenues currently received by the TOWN as a result of fire and emergency medical activities shall continue to be received by the TOWN as previously mentioned herein or as may be added in the future. This shall include, but not be limited to, towing fees per the TOWN's current agreement.
- f. The TOWN shall retain any Chapter **175** premium tax monies for TOWN pension plans.

Commented [FL5]: the personnel costs for overtime fire inspection and prevention costs shall paid to BSO, any additional fees for the service per adopted fee schedule will be given to Town.

Commented [FL6]: Does the Town get 175 monies?

8. VEHICLES, EQUIPMENT AND OTHER PERSONAL PROPERTY

- a. The Fire Rescue apparatus and vehicles (collectively, the "Vehicles") shall be used solely within the DISTRICT, except in the event of a declared state of emergency, mutual aid incident or automatic aid incident or Broward County "Closest Unit response" (CUR). Fire Rescue Vehicles requested for use outside of Broward County for a declared emergency, mutual aid incident or automatic aid incident as described herein shall require the consent of the Town Manager. Except for a declared emergency, mutual aid incident or automatic aid incident as described herein, the Fire Rescue Vehicles shall not be used to service any other municipalities or the unincorporated areas of Broward County unless otherwise permitted pursuant to this Agreement.

The title to any vehicles leased or purchased by the TOWN and transferred to BSO or lease-purchased by the TOWN and utilized by BSO for the provision of services under this Agreement shall be titled in the name of BSO or the TOWN, as applicable, unless the provisions of the TOWN's lease purchase agreement provide otherwise.

- b. Upon termination of this Agreement, BSO shall return to the TOWN, without cost or charge to the TOWN any Transferred Vehicles or leased property that was provided to BSO 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 Transferred vehicle or leased property. Any disagreement between the TOWN and BSO as to the value or condition of the Transferred Vehicles or leased Property or any replacement property shall be settled by an outside appraisal company agreeable to both parties. With respect to any TOWN owned property destroyed and replaced by insurance required herein, the replacement property shall be returned to the TOWN upon termination of this Agreement.
- c. Capital Replacement.

The TOWN and BSO will maintain a capital replacement schedule, based on a formula that would show when a vehicle needs to be replaced based on several criteria, of vehicles and equipment necessary for BSO to provide emergency medical, fire protection and fire prevention services to the TOWN. The vehicles and equipment shall be in accordance with BSO's required specifications. On an annual basis as part of the budgetary process, the District Chief and the Town Manager will review and revise the capital replacement plan as necessary. In the event that unforeseen capital replacements are necessary, the District Chief will notify the Town Manager of the need for such capital replacement(s) and the TOWN, **at its cost**, will work in cooperation with BSO to provide such replacement within a reasonable time thereafter, however, TOWN has final approval on budgeting and purchase of the vehicles. Once a Fire Rescue apparatus has reached the end of useful life as determined by BSO and the TOWN, the TOWN shall replace such apparatus as the TOWN'S expense. The TOWN and BSO will comprise & maintain a capitol replacement schedule of vehicles & equipment necessary for BSO to provide emergency medical, fire protection & fire prevention services to the TOWN. Type of vehicle & quantities shall be in compliance with what is required to maintain the TOWN's ISO rating,

Commented [FL7]: In conjunction with City of West Park

unless the TOWN elects not to maintain this rating. Town will be responsible for replacing the rescue truck assigned to the Town. TOWN will be responsible for fifty percent of the cost to replace the fire engine assigned to the District.

Commented [TA8]: Why are we required to pay 50 percent?

Commented [FL9R9]: Because WP and PP split costs 50/50.
This is for the engine, not the rescue

d. Subleasing of vehicles

BSO acknowledges that some vehicles used by BSO to provide services pursuant to this Agreement are vehicles leased-purchased by the TOWN. TOWN agrees to it may sublease such vehicles to BSO in accordance with the provisions of the applicable Lease Agreement. TOWN is responsible for making lease payments.

e. Damage to Vehicles.

In the event that a Vehicle or any equipment is damaged during the term of this Agreement, the District Chief shall notify the Town Manager. Repairs will be facilitated by BSO with the cost of such repairs paid for consistent with this Agreement.

f. Maintenance.

BSO shall maintain the Vehicles provided by the TOWN, according to the Vehicle manufacturer's specifications and recommendations. BSO shall retain the Vehicle maintenance records. The TOWN shall have the right to audit such records at any given time. The District Chief shall notify the Town Manager whenever TOWN-owned equipment is taken out of service for repairs other than routine preventative maintenance. BSO shall use personnel appropriately trained and certified to work on emergency vehicles. Such Vehicles provided by the TOWN shall be manufactured pursuant to BSO's required specifications, within reason and to the greatest extent possible.

g. For TOWN or BSO owned vehicles, assigned to the District, the lettering on the vehicles, in addition to "Broward Sheriff's Office" shall include Town of Pembroke Park.

h. BSO shall be responsible for equipping such Vehicles with regard to all necessary equipment, as determined by BSO, for emergency medical services and fire protection services, including communication devices, and shall be responsible for the maintenance of such equipment. BSO shall have the flexibility to move equipment between the Vehicles provided that all of the in-service Vehicles within the TOWN are fully equipped with equipment that is in good working order. Once the equipment has reached the end of its useful life, BSO shall replace such equipment as agreed upon by both parties and such cost shall be added to the annual consideration paid by the TOWN.

9. **DISTRICT CHIEF**

a. BSO shall provide, pursuant to this Agreement, a District Chief (Department of Fire Rescue and Emergency Services non-bargaining unit command officer of appropriate rank). The District Chief shall be assigned full-time to the District and shall provide direct supervision of activities for the fire stations and

personnel/apparatus provided pursuant to this Agreement. The District Chief shall, among other specified duties, act as liaison between BSO and the TOWN. BSO's District Chief shall also function as a member of the TOWN's staff with regard to fire rescue issues and report to the Town Manager in that capacity. The District Chief shall be responsible for all emergency medical and fire protection related emergency management duties on behalf of the TOWN, and his or her responsibilities, except for his or her responsibilities to BSO, shall be limited to the District. The TOWN and BSO understand and acknowledge that the District Chief is employed by BSO and therefore has certain employment responsibilities to BSO, however such responsibilities shall not substantially interfere with the District Chief's responsibilities to the Town outlined in this agreement..

- b. The selection of a District Chief shall be agreed upon between the Town Manager and the City Manager of the City of West Park and shall be initiated by BSO selecting three (3) qualified candidates for the position of District Chief. BSO agrees to make such selections in good faith and in the best interest of the District. BSO shall provide TOWN with written notification of the selected candidates and their qualifications within 15 days of the vacancy of the District Chief or within 15 days of the BSO's knowledge that the District Chief position will become vacant, whichever occurs first. Within fifteen (15) days after TOWN's receipt of such notice, representatives from both BSO, TOWN and West Park shall meet to discuss the candidates' qualifications. In the event none of the candidates are acceptable, BSO shall submit the names of three (3) additional candidates for consideration. This process shall continue until such time as the Managers have selected an individual to serve as the District Chief Officer. BSO may, at its discretion, temporarily assign a chief to the District during the selection process.
- c. The District Chief shall meet and confer with the Town Manager as needed and directed by the Town Manager, for the purpose of maintaining the viability and vitality of this Agreement. The District Chief shall serve on a full-time basis, until such time as the Town Manager and City Manager concur in the transfer or change of duty of him/her according to the terms of this Agreement.
- d. The District Chief shall remain an employee of BSO, subject to the development strategies designed to enhance current capabilities and future assignments of the Broward Sheriff's Office. Succession planning remains BSO's commitment to the current and future needs of both the TOWN and BSO.
- e. BSO shall provide, pursuant to this Agreement, the necessary supervisory personnel to serve as liaisons between the Station personnel and the District Chief.
- f. In the event TOWN and City of West Park become dissatisfied with the performance of the District Chief, TOWN shall provide notification to BSO. Thereafter, representatives of BSO, West Park and TOWN shall meet to discuss possible remedies of the problems experienced by TOWN. BSO agrees to act in good faith in resolving any problems experienced by TOWN. If the Town Manager and City Manager still desire that BSO remove the District Chief, BSO shall do so immediately.

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

1. The District Chief is being promoted in rank;
2. The District Chief is being demoted;
3. The District Chief is being disciplined;
4. The District Chief is retiring;
5. The District Chief submits a request to transfer out of the TOWN;
6. The District Chief is under investigation by BSO or any other federal, state or local law enforcement agency;
7. The District Chiefs failure to meet documented BSO performance standards and requirements; or
8. Prior to the removal of the District Chief, the Sheriff meets with the Town Manager and notifies the Town Manager that the Sheriff has lost confidence in the District Chief.

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

- h. The District Chief will attend management and Town Commission meetings as directed by the Town Manager. Both parties understand and agree that the attendance of the District Chief is essential to maintain the viability and vitality of this Agreement, but also recognize that the District Chief may occasionally be unavailable, due to illness, scheduled vacation or scheduled training, or other District responsibilities. In the event the District Chief is unable to attend a meeting described herein, the District Chief will advise the Town Manager of the person(s) authorized to attend in place of the District Chief.

10. **INSURANCE**

- a. Vehicles and/or equipment not subject to lease-purchase agreements.

1. BSO shall maintain liability and automobile insurance policies for BSO owned vehicles in the minimum amounts set forth below:

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

TOWN will maintain the same level of coverage for any TOWN owned vehicles provide to BSO for its use in providing the services.

2. BSO shall provide the TOWN with a copy of the Certificate of Insurance or endorsements evidencing the types of insurance and coverages required by this Section, upon request by the TOWN. BSO shall maintain these insurance policies throughout the Term. BSO shall provide the TOWN with copies of the insurance policies required hereunder and all renewals thereof. The costs of all these insurance policies shall be the sole obligation of BSO; however the TOWN understands and acknowledges that the cost of this coverage is allocated to the TOWN through the consideration set forth in the Special Terms and Conditions of

this Agreement. BSO may provide the insurance required in this Section through a self- insurance program.

3. In the event BSO's required insurance coverage is modified during the Term of this Agreement, BSO shall provide the TOWN with at least thirty (30) days prior written notice.
4. The TOWN shall have the option to insure any and/or all of the BSO non-leased fire rescue vehicles and equipment through BSO on an annual basis with the cost of any such insurance to be included in the consideration payable by the TOWN to BSO. In the event that a vehicle and/or any equipment is damaged or totaled during the term of this Agreement, BSO shall handle the repair or replacement with the cost of such repair or replacement being paid as follows:
 1. If the TOWN elected to insure the vehicle and/or equipment through BSO for the period in which the damage occurred, BSO will submit all necessary paperwork to the insurance carrier. Any costs or expenses not covered by insurance will be paid by the TOWN in addition to the consideration set forth herein.
 2. If the TOWN did not elect to insure the vehicle and/or equipment through BSO for the period in which the damage occurred, the TOWN shall be responsible for the cost of the repair and/or replacement. The cost will be paid by the TOWN in addition to the consideration set forth herein, however, TOWN has final approval on budgeting and purchase of the vehicles.
- b. Vehicles and/or equipment subject to lease-purchase agreements.
 1. Insurance for vehicles and/or equipment subject to lease-purchase agreements shall be obtained by BSO or TOWN in accordance with the provisions of the applicable lease purchase agreement in the amounts required by the applicable lease-purchase agreement.
 2. If the insurance is purchased by BSO, the cost of any such insurance shall be included in the consideration payable by the TOWN to BSO. In the event that a vehicle and/or any equipment is damaged or totaled during the term of this Agreement, BSO shall handle the repair or replacement with the cost of such repair or replacement being paid as follows:
 3. BSO will submit all necessary paperwork to the insurance carrier. Any costs or expenses not covered by insurance will be paid by the TOWN in addition to the consideration set forth herein.

11. **MUTUAL AID**

BSO and TOWN recognize and acknowledge that BSO provides fire/rescue throughout Broward County and such services may be provided from the facilities and with personnel and apparatus located within or outside the municipal boundaries of the TOWN on a short term basis as well as Broward County "Closest Unit Response" (CUR)

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

12. DEFAULT

- a. The occurrence of any one or more of the following shall constitute a "Default" by the party causing same (the "Defaulting Party"):
 1. Payment. Failure of the Defaulting Party to pay any amount required hereunder, whether for Consideration, taxes, utilities, insurance or any other obligations, within ten (10) days after such is due hereunder, provided the Defaulting Party is first given written notice with ten (10) calendar days to cure; or
 2. Performance of Services. Failure of BSO to perform the Emergency Medical, Fire Protection or Fire Prevention 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 Emergency Medical, Fire Protection or Fire Prevention 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 to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.
- b. Upon the occurrence and continuance of a Default by the Defaulting Party, the party not in Default (the "Non-Defaulting Party") may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies:
 1. Terminate this Agreement pursuant to Section 14 herein; 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.

13. **TERMINATION**

- a. In the event of the expiration of this Agreement or the termination by either party, the other party shall render such aid, coordination and cooperation as might be required for an expeditious and efficient termination of service. In the event of such termination or expiration and in the further event that the TOWN is unable to provide the same level of service through its own fire rescue force at the time of such termination or expiration, the then pending term of this Agreement shall be deemed automatically extended for a period of 6 months but not to exceed 12 months. The consideration to be paid to the BSO during the transition period shall be based upon the projected cost of providing such services during the transition period, at the level of staffing determined reasonably necessary by BSO.

Either party may terminate this Agreement at its discretion either with or without cause, by giving written notice thereof to the other party; provided the other party has no less than ninety (90) days prior written notice of such termination.

- b. In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach, except for a material breach of any payment obligation under this Agreement in which case the other party shall have 10 days from the date of the receipt of the notice to cure the payment obligation breach. If the material breach is not cured within such time periods, the non-breaching party may terminate this Agreement immediately, subject to the transition period in this Section. Material breaches shall include but are not limited to, failure by the TOWN to pay BSO pursuant to the consideration provisions set forth in the Special Terms and Conditions of this Agreement, violations of Governing Standards, local and federal laws, the BSO policies and procedures, or other terms and conditions of this Agreement.

- c. In the event of termination or upon the expiration of this Agreement, the TOWN may request to purchase from BSO any piece of equipment, including fire rescue vehicles owned by BSO that are directly attributable to or in use by the District at the time of such termination or expiration in connection with the services contemplated herein. The purchase price for such equipment shall be determined by mutual agreement of the parties based on the fair market value of such equipment at the time of the TOWN's request to purchase.
- d. Upon termination or expiration of this Agreement, all equipment and vehicles shall remain in service within the TOWN until such time as the TOWN and BSO execute such documents as are necessary to transfer liability for such vehicles and/or equipment, as applicable, from BSO to the TOWN at the time the TOWN takes possession of such vehicles and/or equipment.

Upon the parties reaching a mutual agreeable purchase price for the equipment owned by BSO pursuant to this Section, and payment by the TOWN, BSO shall convey all of its rights, title and interest, thereto, including fire rescue vehicles, to the TOWN by Bill of Sale Absolute or Certificate of Title, as applicable.
- e. Should this agreement, or any part thereof, be declared void or otherwise unenforceable by a court of law, the parties recognize that there will be costs in complying with any such order of the court. In such case, each party shall bear its own costs and said order of the court shall be deemed a notice of termination and the parties will implement the order in a manner consistent with the methodology set forth above for termination without cause, unless otherwise required by court order.

14. INDEMNIFICATION

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

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

To the extent permitted by law, BSO shall indemnify, defend, and hold TOWN, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and

demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of BSO, its employees, agents, servants and BSO shall indemnify TOWN, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which TOWN, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of BSO, its employees, agents, or servants. For purposes of this provision, TOWN employees shall not be deemed agents or servants of BSO and BSO employees shall not be deemed agents or servants of TOWN. BSO 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.

15. CONTRACTOR RELATIONSHIP

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

16. NO PARTNERSHIP

The relationship between the TOWN and BSO shall be solely as set forth herein. Neither party shall be deemed the employee, agent, partner or joint venturer of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other or to do any other thing on behalf of the other, except as specifically set forth herein. Neither the TOWN nor BSO 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 TOWN and BSO shall remain their own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from the other, except as specifically set forth herein. The TOWN and BSO shall assume full responsibility for their own compliance with any and all Applicable Laws.

17. REPRESENTATIONS AND WARRANTIES OF TOWN

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

- a. The TOWN is and shall remain duly organized, validly existing and in good standing under the laws of the State of Florida, has and shall retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action on behalf of the TOWN has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.

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

18. REPRESENTATIONS AND WARRANTIES OF BSO

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

- a. The Sheriff is the duly elected or appointed, qualified and incumbent Sheriff of Broward County, Florida, has and shall retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.
- b. This Agreement has been duly executed and delivered by BSO and constitutes the valid and legally binding obligation of BSO enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which BSO is a party or by which BSO is bound, (b) results in the violation by BSO of any provision of any

Applicable Law applicable to BSO or to which BSO may be subject, (c) violates or conflicts with any charter or other document governing the actions of BSO, or (d) requires BSO to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. BSO is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

- d. BSO has complied and shall comply with all Applicable Laws relating to the performance of the Fire Rescue Services and the employment of the District Fire Employees.
- e. No representation or warranty made by BSO herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.
- f. The parties recognize that neither party has the right to modify the terms and conditions of this Agreement (i.e. staffing, consideration), unless such modification is mutually agreed upon through a formal written amendment or authorized in accordance with Section 6(i). Additionally, neither party shall have the right of set-off nor the right to reduce its contractual obligation to the other party by amounts in dispute absent a mutual written agreement of the parties, except as otherwise provided herein.

19. INTERPRETATION

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

20. ACCOUNTING TERMS

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.

21. CROSS REFERENCES

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

22. 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.

23. NOTICE

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

TOWN:

See Special Terms and Conditions

BSO:

BSO
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 party.

24. 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.

25. 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.

26. 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.

27. APPLICABLE LAW

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

28. WAIVER OF RIGHTS

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

29. 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.

30. 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.

31. 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 reasonable costs and reasonable attorneys' fees (both trial and appellate) incurred in connection therewith.

32. DESCRIPTION OF SERVICES

BSO shall provide comprehensive Emergency Medical, Fire Protection and Fire Prevention Services within the municipal boundaries of the TOWN which includes services (a) customarily rendered by municipal fire departments or BSO, and (b) required to be performed under Applicable Laws or TOWN Ordinances, unless the subsequent modification or adoption of an Ordinance or Law results in additional costs to BSO in which case the TOWN and BSO will negotiate in good faith to address the increased costs.

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

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

- a. Direct Services – are those services that are provided by the District Fire Employees.
- b. Indirect Services – are those BSO-provided Non-District Fire Employee services that are centralized within BSO, but provide benefits throughout Broward County (including the TOWN).
- c. Special Detail Services – are those services offered by BSO that allows public and private entities to contract for the services of BSO's 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 fire/rescue agencies (irrespective of whether they have an agreement with BSO) that requests such service.

Each of these services is detailed further below.

DIRECT SERVICES

The Fire Rescue Services provided by BSO pursuant to this Agreement are as follows:

- a. **General Fire Rescue**
 1. BSO shall provide Fire Company pre-fire plan evaluations of required occupancies as well as hydrant inspection in accordance with ISO and related departmental standards, designed to reduce the risk of property damage, injury, or loss of life from fire.

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

b. Emergency Medical Services

1. BSO shall provide emergency medical services to the TOWN on a twenty-four (24) hour, seven (7) days per week basis during the term of this Agreement. BSO shall provide the personnel, and the TOWN shall provide the apparatus, for emergency medical services in the manner set forth in Exhibit "A".
2. BSO possesses and shall maintain throughout the term of this Agreement a Class 1- ALS Rescue Certificate of Public Convenience and Necessity ("CON") and an appropriate State of Florida license enabling 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.
3. BSO shall provide emergency medical transportation for all patients requiring transportation to an appropriate hospital emergency department. BSO shall transport patients to the nearest appropriate receiving facility in accordance with adopted medical protocols and at the discretion of the attending paramedic.
4. Training and certification of BSO's paramedics shall be the responsibility of BSO.
5. BSO shall provide medical control and oversight through the use of a comprehensive continuous quality improvement program as outlined in Chapter 401, Fla. Stat.

c. Fire Protection Services

1. BSO shall provide fire protection services to the TOWN on a twenty-four (24) hour, seven (7) days per week basis during the term of this Agreement. BSO shall provide the personnel, and the TOWN shall provide the apparatus, for fire protection services in the manner set forth in Exhibit "A".
2. Training and certification of BSO's firefighters shall be the responsibility of BSO.
- 3.
- 4.
5. BSO shall make its best efforts to maintain an Insurance Service Organization (ISO) Class rating at time of Agreement for the TOWN's fire protection services throughout the term of this Agreement.

d. Fire Prevention Services

1. BSO shall provide fire prevention services ("Fire Prevention Services"), to include but not be limited to fire plan review, new construction and fire plan inspections, annual fire inspection, fire and arson investigation and enforcement of all applicable statutes and codes. BSO shall provide Fire Prevention Services to the TOWN on a forty hour

(40) per week full-time basis and for Inspector call-out during the term of the Agreement, with the personnel specifically described in Exhibit A, Special Terms and Conditions.

2. BSO shall provide, as funded by the TOWN, all vehicles, equipment and personnel to perform Fire Prevention Services, and shall provide personnel for full time use of the TOWN for Fire Prevention Services in the manner set forth in Exhibit "A".

e. **Other Direct Services**

1. BSO shall provide public education programs, subject to funding, through personnel assigned to the TOWN, designed to reduce the risk of property damage, injury, or loss of life from fire.
2. BSO shall provide a functional computerized fire rescue and emergency medical Records/Information Management System for the purpose of tracking incident information for TOWN required reports and providing billing information for emergency medical calls for BSO's contracted billing agency.
3. BSO shall provide joint fire and emergency medical training with surrounding municipal departments in an effort to develop close working relationships with mutual/automatic aid providers. Such training should be designed as to reduce the risk of property damage, injury, or loss of life from fire or other emergency medical incidents.
4. BSO shall create and or maintain close working relationships with hospital districts.
5. BSO shall provide representation, either by the Chief Officer or his/her designee, at regularly scheduled Home Owners Association meetings when requested by the TOWN.
6. 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 fire rescue service areas.

INDIRECT SERVICES

The TOWN indirectly receives the benefit of the following services associated with fire rescue by virtue of this Agreement with BSO:

- a) Administration
- b) Budget;
- c) ;
- d) Compensation and Assessment;
- e) Employee Assistance Program;
- f) Employee Benefits;
- g) Information Technology Division;
- h) Equal Employment Opportunity Division;
- i) Community Services (Media Relations and Public Relations);
- j) Finance;

- k) Fleet Control;
- l) Grants Management;
- m) Human Resources;
- n) Office of the General Counsel;
- o) Labor Relations;
- p) Purchasing;
- q) Records;
- r) Recruitment;
- s) Regional Logistics Services;
- t) Selection and Assessment;
- u) Staffing Office; and
- v) Any other services that meet the definition of Indirect Service as mutually agreed upon by BSO and the TOWN.

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

SPECIAL DETAIL SERVICES FOR TOWN EVENTS

1. BSO's emergency medical and fire protection personnel shall be used to provide services at special events held within TOWN.
2. BSO will provide special detail services for TOWN sponsored events; however the Chief Officer, in his/her discretion, will determine whether the services can be provided through the on-duty staff assigned to the District or through a special detail. If in the Chief Officer's discretion, BSO is able to provide the required level of services with on-duty personnel within the District at the time of the event, the TOWN will incur no additional costs associated with such services; however the TOWN understands and acknowledges that the on-duty personnel may be called to an incident during the TOWN sponsored event. For those TOWN-Sponsored events in which the Chief Officer determines that BSO is unable to provide the required level of services with on-duty personnel within the District at the time of the event, BSO will provide the required level of services through a special detail or overtime and the TOWN will be charged at BSO's special detail or overtime rates at the time of the event
4. Special details for which fire rescue personnel must be dedicated or assigned to an event shall be worked out between BSO and the non-TOWN sponsoring agency, and all costs for such detail shall be borne by the sponsoring agency and not the TOWN. any OT will be paid to BSO to cover personnel costs, cost of using BSO Equipment/apparatus. Any associated fees such as inspection fees shall be paid to the TOWN.
5. Special Detail Costs – TOWN shall reimburse BSO only for the cost of additional labor if the equipment and fuel used are those covered by this Agreement.
6. All special details that require Fire/EMS in the TOWN shall be provided by BSO.

COUNTYWIDE SERVICES

In addition to the foregoing emergency medical, fire protection and fire prevention services, BSO shall provide the following specialized services, consistent with service levels BSO

concurrently renders to other agencies and municipalities that request such services, at no additional cost to the TOWN (for any such ancillary service, that incurs cost, BSO has the right to bill any and all 3rd party groups such as insurance companies for cost recovery and BSO shall retain all funds recovered.

- a. BSO shall provide, as needed, hazardous material response services equipped and trained to provide specialized response in case of an accidental spill or leak of hazardous materials or product.
- b. BSO shall provide air rescue services.
- c. BSO shall provide technical rescue services with specially equipped and trained personnel for above grade/high angle and below grade rescues.
- d. Any other services, excluding those indirect services listed, BSO normally provides to other fire rescue agencies throughout Broward County, whether they have a contract with BSO or not.

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

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

AUTOMATIC AID

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

ADDITIONAL SERVICES:

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

DRAFT

EXHIBIT A
SPECIAL TERMS AND
CONDITIONS

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

TOWN:	Town of Pembroke Park
EFFECTIVE DATE:	October 1, 2022
TERM:	October 1, 2022 – September 30, 2027
RENEWAL OPTION:	Renewable for one, five year term upon the Town and BSO agreeing to such renewal and the terms and conditions thereto.
STATION ADDRESSES:	Station 27 is located at: 2610 SW 40 Avenue, West Park, Florida 33023
TOTAL STAFFING:	Utilizing the staffing structure as provided below, BSO shall provide the District with the following level of staffing: <u>Non-shift Personnel</u> District Chief 1 Prevention Personnel 2 (one Fire Prevention Officer (Lieutenant or Captain), and one Fire Safety Inspector (FSI, FF or Driver Engineer Administrative Specialist II 1

	Shift Personnel Battalion Chief 1 Captains 4 Lieutenants 8 Driver Engineers 4 Firefighter/Paramedics 13 Total 34
VEHICLE AND STAFFING STRUCTURE FOR THE DISTRICT: (Town of Pembroke Park and City of West Park)	<i>Fire Apparatus/ALS Engine or ALS Ladder:</i> One (1) company officer (Captain) Firefighter Paramedic One (1) Driver Engineer Firefighter Paramedic One (1) Firefighter Paramedic Two <u>ALS Rescue</u> <u>Transport</u> One (1) company officer (Lieutenant) Firefighter Paramedic One (1) FireFighter/Paramedic
Facilities	The District Chief and Administrative Specialist II will work from the BSO Public Safety Building unless agreed upon appropriate facilities are provided by either the TOWN or CITY.
NOTICE TOWN ADDRESS:	Town Manager Town of Pembroke Park 3150 SW 52 Avenue Pembroke Park, FL 33023 Copy to: Town Attorney Town of Pembroke Park 3150 SW 52 Avenue Pembroke Park, FL 33023
CONSIDERATION Consideration for all General and Town Specific Services	\$ 3,847,980.00 (FY 2022) The consideration represents the Town's share for the District. 50% by Town and 50% by City of West Park

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

THIS AGREEMENT FOR EMERGENCY MEDICAL, FIRE PROTECTION AND FIRE PREVENTION SERVICES, dated the ____ day of _____, 2022, is made by and between the Town of Pembroke Park, Florida (hereinafter referred to as the "TOWN") and the Broward Sheriff's Office (hereinafter referred to as "BSO")

WITNESSETH:

WHEREAS, pursuant to the TOWN's home rule powers, the TOWN has the authority to provide or enter into a contract for the provision of emergency medical, fire protection and fire prevention services within the municipal boundaries of the TOWN, and

WHEREAS, the TOWN has maintained a high level of professional emergency medical, fire protection and fire prevention services for the benefit of the citizens and residents of the TOWN by contracting with the Broward Sheriff's Office, and

WHEREAS, the TOWN desires to enter into a new contract for the provision of emergency medical, fire protection and fire prevention services while maintaining ultimate authority and control over such services, and

WHEREAS, BSO has agreed to render to the TOWN a high level of professional emergency medical, fire protection and fire prevention services, and the TOWN desires to contract for the services upon the terms and conditions set forth in this Agreement.

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

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

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**AGREEMENT FOR EMERGENCY MEDICAL, FIRE PROTECTION AND FIRE PREVENTION
SERVICES BETWEEN THE TOWN OF PEMBROKE PARK, FLORIDA AND THE BROWARD
SHERIFF'S OFFICE**

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

BSO:

BROWARD SHERIFF'S OFFICE

By: _____
GREGORY TONY, Sheriff

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

By: _____
TERRENCE O. LYNCH, General Counsel

**AGREEMENT FOR EMERGENCY MEDICAL, FIRE PROTECTION AND FIRE PREVENTION
SERVICES BETWEEN THE TOWN OF PEMBROKE PARK, FLORIDA AND THE BROWARD
SHERIFF'S OFFICE**

TOWN OF PEMBROKE PARK

ATTEST:

By: _____
GEOFFREY JACOBS, Mayor

MARLEN D. MARTELL, Town Clerk

____ day of _____, 2022

Approved as to form and legality
for the use of and reliance by the
Town of Pembroke Park:

By: _____
JC JIMENEZ, Town Manager

By: _____
MELISSA P. ANDERSON, Town Attorney

(TOWN SEAL)

Criminal Justice Non-Terminal User Authorization Agreement

This Agreement, entered into between the City of Margate on behalf of the City of Margate Police Department (hereinafter referred to as "Host" or "Host Agency") with headquarters at 5790 Margate Boulevard, Margate, FL 33063 and the Town of Pembroke Park Police Department (hereinafter referred to as "User" or "User Agency"), collectively referred to as the Parties", witnesseth, that:

WHEREAS, the Host Agency and User Agency are criminal justice agencies, formally recognized by the Federal Bureau of Investigations (FBI) and the Florida Department of Law Enforcement (FDLE); and

WHEREAS, the Host Agency presently has the benefit of access to the Florida Crime Information Center system (FCIC), National Crime Information Center system (NCIC) via connectivity to the Florida Department of Law Enforcement (FDLE), National Law Enforcement Telecommunications System (NLETS), and other state and national criminal justice information systems; and

WHEREAS, The User Agency desires to access to FCIC, NCIC, NLETS and other state and national criminal justice information systems for the administration of criminal justice; and

WHEREAS, Host Agency agrees to provide User twenty-four (24) hours a day, seven (7) days a week Guard Terminal responsibilities for FCIC, NCIC, NLETS and other state and national networks and administrative information systems as required to perform their law enforcement functions; and

WHEREAS, this authorization is for the purpose of entering, modifying, canceling wanted/missing persons, property/guns, vehicle records, unidentified persons, stolen securities in the FCIC/NCIC system, and for making or receiving inquiries and administrative messages.

NOW THEREFORE IT IS HEREBY AGREED, in light of the foregoing representations and the considerations, promises, and conditionals fully set out therein, the parties, by their duly authorized officials do mutually agree as follows:

1. The term of this Agreement shall be from January 1, 2023 through December 31, 2023. The Agreement shall automatically renew every year thereafter unless either party terminates this Agreement in the manner described herein.
2. The User Agency shall insure that information received by the Host Agency is complete and accurate.

3. The Host Agency shall make provisions to identify each record entered for another agency by utilizing the Host Agencies ORI number.
4. The Host Agency agrees to assume responsibility for the input to include the entering, modifying, and canceling as well as the monthly validation of such information.
5. User Agency agrees to provide the necessary information to the Host Agency to be able to make wanted entries into the FCIC/NCIC system files.
6. User Agency will notify the Host Agency as soon as possible after receipt of reports or wanted/missing persons, stolen vehicles/boat, and stolen property/guns with complete and accurate information as required for inclusion in the FCIC/NCIC wanted files.
7. User Agency will provide a method to insure twenty-four (24) hours a day, seven (7) days a week confirmation of records entered in the FCIC/NCIC system.
8. The Host Agency assumes responsibilities for maintaining the original paper reports in accordance with all applicable Public Records Laws and Regulations until they are returned to the User Agency. The reports will be returned to the User Agency when no longer needed for FCIC/NCIC purposes.

PUBLIC RECORDS

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The Parties understand the broad nature of these laws and agree to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes:

- a. The Parties agree to keep and maintain public records in their possession or control in connection with performance under this Agreement. The Parties additionally agree to comply specifically with the provisions of Section 119.0701, Florida Statutes.
- b. The Parties shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement.
- c. Upon request, each Party to this Agreement shall provide requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- d. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of User Agency.
- e. Upon completion of this Agreement, transfer, at no cost, to the User Agency all public records in possession of Host Agency or keep and maintain public records required by Host Agency to perform the service. If Host Agency transfers all public records to User Agency upon completion of this Agreement, Host Agency

shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Host Agency keeps and maintains public records upon completion of this Agreement, Host Agency shall meet all applicable requirements for retaining public records. All records stored electronically by Host Agency shall be delivered to User Agency, upon request, in a format that is compatible with the Host Agency's information technology systems.

- f. Any compensation due to Host Agency shall be withheld until all records are received as provided herein.
- g. Failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by either Party.

IF USER AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO USER AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Public Records: JENNIFER M. JOHNSON, CITY CLERK
Mailing address: 5790 Margate Blvd., Margate, FL 33063
Telephone number: 954-935-5327
Email: jjohnson@margatefl.com

- 9. User Agency and Host Agency will notify each other immediately upon modification or cancellation of a record.
- 10. User Agency and Host Agency will abide by all rules, policies and procedures, and regulations regarding FCIC/NCIC and NLETS as they relate to services being provided.
- 11. User Agency agrees to compensate the Host Agency for providing teletype services for the User at a per transaction monthly interval. For Hot-File entry at 30 minutes per entry and for In/Out transactions at 3 minutes per transaction. With a Base hourly rate;
 - a. 2023 = \$48.85
 - b. 2024 = \$50.31
 - c. 2025 = \$51.82
 - d. 2026 = \$53.38
 - e. 2027 = \$54.98

User Agency will also include compensation for monthly Audits and Validations for four (4) hours at the above hourly rate, as well as a 10% capital outlay of the monthly invoice for storage, files, jackets etc. The Host Agency will invoice for services monthly after

which, the User Agency shall pay upon the invoice within 30 days from the date of the invoice.

12. Each party agrees to assume its own liability and responsibility for the acts, omissions, or conduct of such party's own employees or agents, while such employees or agents are acting in the scope of their employment. The User Agency agrees to indemnify and hold harmless the City of Margate and Host Agency, City of Margate Police Department, against all claims and damages arising of the services under this Agreement by the Host Agency. However, nothing contained in this agreement shall be construed as a waiver of the rights, privileges, and limitations of Section 768.28, Florida Statutes, as may be amended from time to time. Additionally, notwithstanding anything contained herein to the contrary, any obligation of the User Agency to indemnify and hold harmless the City of Margate and Host Agency, City of Margate Police Department, shall also be limited to the extent of, and the amounts set forth in Section 768.28, Florida Statutes, as may be amended from time to time.
13. Either party may terminate this Agreement upon providing sixty (60) days written notice to the other party; however, the Host Agency may terminate this Agreement immediately and without notice upon finding that the User Agency violated the terms of this Agreement.
14. In the event a party desires to terminate this Agreement notice shall be provided to the following:

Chief Joseph Galaska
Margate Police Department
5790 Margate Boulevard
Margate, FL 33063

Chief David Howard
Pembroke Park Police Department
3150 SW 52 Ave
Pembroke Park, FL 33023

With a copy to

City Manager
City of Margate
5790 Margate Boulevard
Margate, FL 33063

15. This Agreement constitutes the entire Agreement of the parties and may not be modified or amended except with written agreement between the parties.
16. **GOVERNING LAW AND VENUE** - This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal issues arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.
17. This Agreement is effective as of the last date all signatures below are affixed and shall be valid thereafter until such time as is terminated.

IN WITNESS WHEREOF, the fully authorized officials of the respective parties set their hands and seals this _____ day of _____, 2022

CITY/HOST AGENCY

Cale Curtis, City Manager

____ day of _____, 2022

ATTEST:

APPROVED AS TO FORM:

Jennifer M. Johnson, City Clerk

David N. Tolces, Interim City Attorney

____ day of _____, 2022

____ day of _____, 2022

NEED SIGNATURE BLOCK FOR PEMBROKE PARK

AGENDA ITEM REPORT



To:

Subject: BSO Interim Police Services Contract

Meeting:

Department: Legal

Staff Contact: Melissa Anderson, Town Attorney

BACKGROUND INFORMATION:

The Police Services contract with BSO expires at the end of the fiscal year, which is Sept. 31. The Town's own Police Department will not launch until February 1 of 2023. Florida law requires that the Town provide police services within its own boundaries. For instance, Section 316.640(3) of the Florida Statutes requires that the Town, through whatever means (by contract with the Sheriff or through its own municipal force) provide at least traffic related law enforcement within its boundaries. No such law enforcement services will be provided by the Town between the time the BSO contract expires at the end of September and the launch of the Town's own police force in February.

The term of the contract as proposed by BSO would be for one year and the termination provision would be 180 days.

POLICY IMPLICATIONS:

Public Safety

RECOMMENDATION:

Staff Recommends Approval

ATTACHMENTS:

[BSO POLICE EXHIBIT A MPA 08162022](#)

[BSO POLICE Pembroke Park Exhibit B mpa 08162022](#)

[bso interim contract 08162022](#)

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

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

TOWN:	Town of Pembroke Park, FL
EFFECTIVE DATE:	September 1, 2022
TERM:	Sept. 1, 2022 – August 31, 2023. The Town may terminate the Agreement with 180 days notice.
STAFFING STRUCTURE:	District Complement 1 District Police Captain 1 Deputy Sheriff Lieutenant 6 Deputy Sheriff Sergeants 35 Deputy Sheriffs 2 Community Service Aides 1 Investigative Aide 1 Administrative Support Specialist 47 TOTAL PERSONNEL
CONSIDERATION:	
Annual Consideration Based on the 60/40 split with West Park	\$ 3,494,603
POLICE SERVICES CENTER ADDRESS:	5690 Pembroke Road, West Park, FL
CODE ENFORCEMENT:	NO
FUEL SITE:	NO

NOTICE CITY ADDRESS:	Town Manager JC Jimenez Town of Pembroke Park 3150 SW 52nd Avenue Pembroke Park, Florida 33023

DRAFT

EXHIBIT B

POLICE SERVICES GENERAL CONDITIONS

1. DEFINITIONS

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

- a. Agreement. "Agreement" shall mean this Agreement for Police Services between the TOWN 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 Sheriff of Broward County, Florida.
- d. TOWN. "TOWN" shall mean the Town that has contracted with BSO for Police Services pursuant to this Agreement and is identified in the Special Terms and Conditions.
- e. Town Boundaries. "Town Boundaries" shall mean the area within the municipal boundaries of the TOWN, as shown in the Special Terms and Conditions of this Agreement.
- f. Town Manager. "Town Manager" shall mean the duly appointed and validly existing Town Manager of the TOWN, or person acting in the capacity of Town Manager shall have the same authority as that of the Town Manager.
- g. Consideration. "Consideration" shall mean the monthly payment and other amounts payable by the TOWN hereunder in consideration of the Services performed by BSO, as set forth herein.
- h. District. "District" shall mean (a) the Town Boundaries, the City of West Park, or (b) the Annexed TOWN Boundaries on the date the TOWN's annexation plan becomes effective after the Florida Legislature approves such annexation plan, provided BSO has received the required notification thereof as set forth herein (c) any additional geographic area to be serviced by the District employees based upon a mutual written agreement of the TOWN and BSO.
- i. District Chief. "District Chief" shall mean the individual responsible for supervising all law enforcement employees and law enforcement activities within the District. The District Chief shall be the rank of Captain. The District Chief shall serve as the liaison between TOWN and BSO.

- j. District Employees. "District Employees" shall mean BSO employees permanently assigned to the District who possess the necessary qualifications and experience to provide police and support services.
- k. Effective Date. "Effective Date" shall mean the date in which the Agreement is to commence. The Effective Date is set forth in the Special Terms and Conditions of this Agreement.
- l. Facilities are listed in the Special Terms and Conditions of this Agreement.
- m. 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.
- n. Patrol Zone shall mean the geographic areas within the District, as mutually agreed upon by the District Chief and the Town Manager, in which Patrol Deputy Sheriffs are assigned.
- o. Police Services Center. "Police Services Center" shall mean the premises utilized by the TOWN or the City of West Park in which the BSO command staff assigned to the District maintains their offices. The address of the Police Services Center is set forth in the Special Terms and Conditions of this Agreement.
- p. Police Services. "Police Services" shall mean the aggregate of all police related services provided by BSO pursuant to this Agreement.
- q. Term. "Term" shall mean the length of this Agreement and any extensions thereto.
- r. Uniformed Deputy. "Uniformed Deputy" shall mean a uniformed Deputy Sheriff employed by BSO who patrols the District.

2. **STAFFING**

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

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

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

employees or the community, the parties shall collaborate to resolve the issue to their mutual satisfaction. The TOWN and CITY may add services, as mutually agreed upon by both parties, and such additions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly.

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

d. **Deployment.** BSO shall have the discretion to deploy District Employees as necessary to meet the goals and objectives of the TOWN. The cost of such deployment is included in the yearly consideration.

The District Chief's discretion regarding the deployment of the personnel shall be exercised with the intent of providing the most effective police services to the TOWN pursuant to the terms and conditions of this Agreement. The District Chief shall keep the Town Manager informed of the deployment of such personnel through weekly staff meetings and as requested by the Town Manager.

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

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

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

g. **Employment Responsibilities.** All District Employees shall be and remain BSO employees, and such employees shall not be considered employees of the TOWN for purposes of pension benefits, (except if previously a member of Town's pension system) insurance benefits, civil service benefits, compensation and/or any status or right. The TOWN and BSO understand and acknowledge that all costs, including the employment related costs, are included in the consideration payable by the TOWN to BSO in accordance with this Agreement.

h. **Staffing Review and Modifications.** As part of the TOWN's annual budgetary process, BSO shall evaluate the Staffing requirements for the TOWN to determine if the current staffing level and composition adequately meets the TOWN's goals and objectives. If BSO believes the staffing requirements need to be adjusted, BSO shall provide staffing recommendations to the TOWN Manager for review. If both parties agree to the

recommended staffing changes, this Agreement shall be modified through an amendment executed by both the TOWN and BSO with the same formalities as contained herein, which shall reflect the agreed upon staffing change(s) and a compensation adjustment based on actual cost of the staffing change(s).

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

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

i. **Transfers – BSO’s Rights.** BSO shall have the right to transfer any Employee out of the District. The Town Manager shall be kept informed of all transfers within five (5) calendar days.

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

j. **Transfers – TOWN Right.** Except for the District Chief, which is covered in Section 9 of these General Terms and Conditions, the Town Manager shall have the right to request the transfer of BSO personnel out of the TOWN, which shall not be arbitrary or capricious. The request must be sent to the District Chief in writing setting forth the name of the employee, employee’s rank and the reason for the request (the “Transfer Request”). The Transfer Request must be approved in writing by BSO, however such approval shall not be unreasonably withheld. BSO shall notify the TOWN in writing as to whether BSO approves of the Transfer Request within 5 business days of receipt of the Transfer Request. If BSO fails to notify the TOWN within 5 business days of the Transfer Request, the Transfer Request shall be deemed approved. If BSO approves the Transfer Request, the employee shall be transferred out of the District as soon as reasonably possible but in no event more than 30 days after BSO approves the Transfer Request. An employee transferred out of the District at the request of the TOWN shall not be reassigned to the TOWN without TOWN approval.

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

l. **Replacements.** Any Personnel transferred or reassigned out of the TOWN shall be replaced as soon as practicable.

m. **Staffing Continuity.** The TOWN and BSO recognize the importance of combining the efforts and resources of BSO and the TOWN in order to have a positive impact on reducing

neighborhood crime, helping to reduce any community fears regarding crime and thus enhancing the quality of life throughout the TOWN. It is further recognized that such a collaborative effort requires law enforcement personnel that have intimate knowledge of the community. In furtherance of such objective, BSO shall make every reasonable effort to maintain the continuity of BSO law enforcement personnel assigned to the District, subject to the transfer provisions set forth herein and to develop and implement community policing initiatives.

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

3. **ASSIGNMENT OF POLICE POWERS**

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

4. **GOALS AND OBJECTIVES**

As requested by the Town's Manager, the District Chief shall meet with the Town Manager to discuss law enforcement activities within the TOWN. At such meeting, the District Chief shall present the Town Manager with information regarding the following:

- a. Calls for service by time of day, geographic location, date and type of call;
- b. Reported incidents, criminal and non-criminal;
- c. Number and types of arrests;
- d. Traffic crashes;
- e. Traffic citations;
- f. Staffing levels, Vacancies and Transfers;
- g. Community Policing Initiatives;
- h. Response time reports, citizen complaints and their status/disposition;
- i. BSO's Year-To-Date Budget Versus Actual Cost - Line Item Report, which shall include, but not necessarily be limited to, the budgeted amount, expenditures, encumbrances and remaining balance for each line item within the budget. The Town

- Manager may reasonably request documentation necessary to substantiate any of the costs included on such Report; and
- j. Any additional information requested by the Town Manager.

5. **REPORTS**

BSO shall provide reports upon request to the Town Manager that include the following information:

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

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

BSO shall provide the TOWN with detailed reports indicating budget amounts, year to date expenditures, variances, etc., upon request to the District Chief. BSO shall develop and maintain a strategic plan for law enforcement services provided to the TOWN.

6. **CONSIDERATION**

- a. For the period from the Effective Date through September 30, 2023, the annualized consideration amount and the monthly payment amount for police services shall be as set forth in the Special Terms and Conditions, payable on the 1st of each month. Should County requirements for payments remitted by SHERIFF change to the 15th of the month then such change shall apply to the TOWN as well.
- b. 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 TOWN and BSO will negotiate in good faith any adjustments to the Consideration. The parties recognize and acknowledge that time is of the essence in resolving this issue.
- c. For purposes of calculating the budget for Personnel Services, the District Employees assigned to the District in February of each year shall be the employees used to calculate the budget for the upcoming fiscal year, which is due to the TOWN on May 15th as set forth above. The annual wages, taxes, pension and health insurance costs associated with each employee shall be determined based upon factors such as contractual wage increases, FICA rates and maximums, pension rates (as dictated by the applicable plan) and proposed health insurance rates. If there are any vacant positions on the payroll period in February, the budgeted cost of the vacant positions for the upcoming fiscal year shall be calculated based upon the prevailing budgeted cost of the BSO's Employees within the same job classification.

- f. If BSO and the TOWN are able to reach an agreement regarding the consideration, the TOWN shall pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month.
- g. The parties recognize that the TOWN has no right of setoff or to reduce the consideration payable to BSO by amounts in dispute absent a mutual written agreement of the parties.
- l. In addition to the consideration being paid by the TOWN to BSO under this Agreement, and pursuant to the Regional Interlocal Agreement Between Broward County and the TOWN Providing for Cooperative Participation in a Regional Public Safety Intranet, the TOWN agrees to pay its pro rata share for BSO's mobile and portable radios and auxiliary equipment to the extent allocated for the District, and all needed repairs and replacements thereto in accordance with the Regional Interlocal Agreement.

7. **VEHICLE MARKINGS**

Each patrol vehicle assigned to the District shall prominently display on the vehicle's exterior, "Pembroke Park/ West Park" in three (3) to six (6) inch lettering, in accordance with the BSO standard vehicle markings.

8. **FACILITIES**

BSO shall use the Police Services Center as its District Headquarters.

9. **DISTRICT CHIEF**

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

The District currently has a District Chief. In the event the position of District Chief becomes vacant, the selection of a District Chief shall be in the discretion of the Town Manager and West Park City Manager and shall be initiated by BSO selecting three (3) qualified candidates for the position of District Chief. BSO agrees to make such selections in good faith and in the best interest of the District. BSO shall provide the District with written notification of the selected candidates and their qualifications within 15 days of the vacancy of the District Chief.

or within 15 days of the BSO's knowledge that the District Chief position will become vacant, whichever occurs first. Within ten (10) days after the TOWN's receipt of such notice, representatives from both BSO and the TOWN and West Park shall meet to discuss the candidates' qualifications. In the event none of the candidates are acceptable to the TOWN Manager, BSO shall submit the names of three (3) additional candidates for consideration. This process shall continue until such time as the Town Manager and City Manager have selected an individual to serve as the District Chief. The Managers shall have the opportunity to interview each of the candidates. The District Chief position shall be subject to the provisions of this Agreement. During the selection process, BSO shall put in place a temporary Chief until the permanent Chief is selected.

In the event the TOWN becomes dissatisfied with the performance of the District Chief, the TOWN shall provide notification to BSO. Thereafter, representatives of BSO and the TOWN shall meet to discuss possible remedies of the problems experienced by the TOWN. BSO agrees to act in good faith in resolving any problems experienced by the TOWN. The Town Manager and City Manager may remove the District Chief at any time, without cause.

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

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

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

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

- a. All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for and forwarded to the TOWN pursuant to Florida Statutes, Section 943.25, shall be assigned over to the BSO and used by the District for the law enforcement education purposes authorized in the statute. Apart from such funds and except for the provisions set forth in subsection 10(k) of these General Terms and Conditions, Grant Funds and Miscellaneous Revenues, BSO shall have no claim or right to any other monies or things of value that the TOWN receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with law enforcement activities.

b. The TOWN and BSO do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair the TOWN's right to the disposition of fines and forfeitures to which the TOWN would be entitled, pursuant to Florida Statutes, Section 316.660 as may be amended from time to time, or as to proceeds and forfeitures arising under the sale or disposition of unclaimed property or under any statutory or common law proceeding to which the TOWN would otherwise be entitled, except as limited herein.

c. Asset Forfeiture Proceedings. Sheriff shall be responsible for determining whether asset forfeiture proceedings for property seized within the TOWN through the active participation of Sheriff employees shall be initiated. Any asset forfeiture actions filed under Chapter 932, Florida Statutes, or pursuant to federal law, for property seized within the TOWN through active participation of Sheriff employees, shall be initiated and managed by Sheriff. Sheriff shall have sole discretion to determine legal strategy and litigation resolution based upon the best interests of the District and Sheriff.

Fees for Asset Forfeiture Proceedings. Sheriff's costs for forfeiture proceedings under state law shall be recovered from awarded funds as provided under the Florida Contraband Forfeiture Act. There are no fees under federal law.

Funds – Federal Seizure. Asset forfeitures seized utilizing federal law will be managed pursuant to federal regulations. Awarded federal forfeiture funds shall be equitably distributed by the applicable task force memorandum of understanding, if any, and any funds allocated for TOWN shall be deposited into the Sheriff's Federal Law Enforcement Trust Fund (hereinafter referred to as the "Federal Fund"). The funds in the Federal Fund are held by Sheriff pursuant to federal law for the benefit of operations at the TOWN.

Funds – State Seizure. Any funds seized within the TOWN through active participation of Sheriff's employees pursuant to Chapter 932 of the Florida Statutes, and subsequently forfeited solely to Sheriff, shall be deposited into Town's Law Enforcement Trust Fund, less any costs as provided in the Florida Contraband Forfeiture Act.

Use of Funds. During the Term of this Agreement, the Town Manager may earmark funds held by Sheriff in the Federal Fund or funds held by TOWN for Sheriff's use within the TOWN as follows:

Upon concurrence of the District Chief, with approval of the Sheriff chain of command, Sheriff may apply to TOWN for the use of such Funds within the boundaries of the TOWN, if such application is in compliance with Florida Statutes or federal law, as applicable.

The District Chief shall first submit the request to Sheriff's legal counsel for a determination as to whether the request complies with applicable law. If Sheriff's legal counsel finds that the request complies with applicable law, the District Chief shall then submit the request, accompanied by a written certification that the request complies with applicable law, to the Town Manager.

Upon appropriation, such funds shall be made available to Sheriff for its designated use within the confines of the DISTRICT. County shall transfer ownership of any personal property purchased with the Funds to Sheriff for exclusive use within the TOWN.

Personal Property (Other Than Currency). The decision to dispose of or use personal property seized within the TOWN through active participation of Sheriff employees and subsequently forfeited solely to Town under Chapter 932, Florida Statutes, other than currency that is addressed in Section 13.4 through Section 13.6, shall be in the sole discretion of Town.

If Town decides to use personal property forfeited to Town under Chapter 932, Florida Statutes, other than currency, Town shall reimburse Sheriff for any costs, such as filing fees and/or storage fees, incurred in the seizure and forfeiture of such property.

Upon concurrence of the District Chief, with approval of the Sheriff chain of command, Sheriff may apply to TOWN to use of such personal property either within or outside the DISTRICT, and if approved by the Town Manager.

If this Agreement is terminated, any personal property seized pursuant to this article and used by Sheriff (within or outside the TOWN) shall be returned to TOWN.

If TOWN decides to dispose of personal property forfeited to TOWN under Chapter 932, Florida Statutes, other than currency, the proceeds of the sale of such property shall be deposited in the TOWN Fund. Proceeds from the sale of property deposited pursuant to this section may be designated for Sheriff's use within the confines of the TOWN, in the same manner as provided above.

Real Property. Sheriff agrees to notify TOWN of its intent to initiate forfeiture proceedings involving real property seized solely by Sheriff prior to the filing of a complaint for forfeiture. Within five (5) business days after such notice, TOWN will notify Sheriff of any objections TOWN has related to the impending forfeiture proceeding. If the Parties are unable to reach a mutually agreed upon decision, the final decision to proceed shall be made by TOWN. The Parties agree that the decision to use or dispose of real property seized within the TOWN, through active participation of Sheriff's employees, and subsequently forfeited solely to Sheriff pursuant to Chapter 932, Florida Statutes, shall be in the absolute and sole discretion of TOWN.

If TOWN decides to dispose of such real property, proceeds from the sale of the real property shall be deposited into the Town Fund, less any loans, mortgages, liens, costs (such as filing fees, maintenance, and insurance fees) or any other encumbrance on the property incurred by Sheriff in the seizure, forfeiture, or sale of such property. Proceeds from the sale of real property deposited in the Town Fund may be designated for Sheriff's use within the confines of the TOWN, in the same manner as provided above.

If TOWN decides to use such real property, TOWN shall reimburse Sheriff for any loans, mortgages, liens, costs (as described below), or any other encumbrance on the property incurred by Sheriff in the seizure and forfeiture of such property.

Any costs incurred in the seizure, forfeiture, or sale of personal or real property seized within the TOWN, through active participation of Sheriff employees and subsequently forfeited shall be paid by TOWN or reimbursed to Sheriff, in the following priority:

Payment of the balance due on any lien on personal or real property preserved by the court in the forfeiture proceedings; and then

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

d. Grant funds and miscellaneous revenues. BSO shall cooperate with the TOWN and, to the extent allowable by law, act as the law enforcement agent on behalf of the TOWN in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The TOWN shall make these funds available to the BSO to carryout the intent of the grant program as approved by the granting agency and the TOWN. Except as otherwise set forth herein, it is understood by both parties that all revenues currently received by the TOWN as a result of law enforcement activities shall continue to be received by the TOWN as previously mentioned herein or as may be added in the future. This shall include, but not be limited to, towing fees per the TOWN's current agreement.

11. **FUEL FACILITY**

NOT APPLICABLE

12. **TOWING**

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

13. **INSURANCE**

BSO shall maintain in addition to those policies of insurance required and contemplated elsewhere in this Agreement, general liability, automobile liability, public officials liability, worker's compensation and law enforcement liability insurance policies in the amounts set forth below:

General Liability/Public Officials/Law Enforcement Liability
\$1,000,000 occurrence /\$2,000,000 aggregate

Automobile Liability
\$1,000,000 occurrence/\$2,000,000 aggregate

Worker's Compensation: Statutory.

BSO shall maintain these insurance policies throughout the Term. BSO shall name the TOWN as an additional insured under the General Liability policy. BSO shall provide the TOWN with copies of the insurance policies required hereunder and all renewals thereof. The costs of all these insurance policies shall be the sole obligation of BSO; however the TOWN understands and acknowledges that the cost of this coverage is allocated to the TOWN through the consideration set forth in the Special Terms and Conditions of this Agreement. BSO may provide the insurance required in this Section through a self-insurance program and/or excess policies.

The TOWN shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General Liability and Property coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the TOWN and the BSO in the event of claims related to the Facilities or damage/destruction of Facilities utilized by the BSO under this Agreement. In the event that BSO shall take and bring additional equipment or other property to the facility, BSO does so at its own cost and expense.

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, provided the Defaulting Party is first given written notice with ten (10) calendar days to cure;
 2. Performance of Services. Failure of BSO to perform the Police Services as required herein at any time during the Term;

3. Other Performance. Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the Police Services) or to cure any misrepresentation or breach of any representation or warranty herein within thirty (30) days after receipt by the Defaulting Party of written notice of such failure, misrepresentation or breach;
 4. Bankruptcy of Defaulting Party. Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of the Defaulting Party; or
 5. Default. Failure of the Defaulting Party to perform any covenant, condition, agreement or provision contained in any other agreement or to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.
- b. Upon the occurrence and continuance of a Default by the Defaulting Party, the party not in Default (the "Non-Defaulting Party") may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies:
1. Terminate this Agreement;
 2. Withhold payment or performance under this Agreement until such time as such Default is cured, provided the performance level does not compromise the safety of the public;
 3. Cure such Default and recover the costs thereof from the Defaulting Party;
 4. Seek injunctive relief to enjoin any act of the Defaulting Party in violation hereof;
 5. Seek specific performance of any covenant or obligation of the Defaulting Party hereunder; or
 6. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.

15. **TERMINATION**

This Agreement shall terminate on August 31, 2023. The Town or BSO may terminate this Agreement sooner without penalty and for convenience with 180 days notice to the other Party.

16. **INDEMNIFICATION**

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

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

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

16.4 The parties hereby acknowledge that the consideration and services provided hereunder by each party, one to the other, shall serve as consideration for the indemnification provided under this Agreement. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

17. DISPUTE RESOLUTION PROCESS

17.1 If the parties have any disagreement, dispute, breach or claim of breach, nonperformance, 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 section, 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 appropriate.

17.2 A party will provide a 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 Town Manager will conduct a meeting to attempt to resolve the matter.

17.3. If the District Chief or designated Captain and the Town Manager are unable to reach resolution at the meeting prescribed in subsection 17.2. above, then within five (5) business days after such meeting, the BSO's Colonel or designee and the Town Manager will meet and attempt to resolve the matter.

17.4 If the BSO's Colonel or designee and the Town Manager are unable to reach resolution at the meeting prescribed in subsection 17.3. above, then within five (5) business days after such meeting or as otherwise agreed, the Sheriff and the Town Manager will meet and attempt to resolve all pending matters of a Dispute. The parties acknowledge that any agreement reached under this subsection may require subsequent approval by the Town Commission and the Sheriff.

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

17.6. 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**

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

19. **NO PARTNERSHIP**

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

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

20. **REPRESENTATIONS AND WARRANTIES OF TOWN**

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

- a. The TOWN is and shall remain duly organized, validly existing and in good standing under the laws of the State of Florida, has and shall retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action on behalf of the TOWN has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.
- b. This Agreement has been duly executed and delivered by the TOWN and constitutes the valid and legally binding obligation of the TOWN enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which TOWN is a party or by which TOWN is bound, (b) results in the violation by the TOWN of any provision of any Applicable Law applicable to TOWN or to which TOWN may be subject, (c) violate or conflict with any charter or other document governing the actions of TOWN, or (d) require TOWN to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The TOWN is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.
- d. No representation or warranty made by the TOWN herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

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 shall retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;
- b. This Agreement has been duly executed and delivered by BSO and constitutes the valid and legally binding obligation of BSO enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which BSO is a party or by which BSO is bound, (b) result in the violation by BSO of any provision of any Applicable Law applicable to BSO or to which BSO may be subject, (c) violate or conflict with any charter or other document governing the actions of BSO, or (d) require BSO to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. BSO is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.
- d. BSO has complied and shall comply with all Applicable Laws relating to the performance of the Police Services and the employment of the District Employees.
- e. No representation or warranty made by BSO herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.
- f. The parties recognize that neither party has the right to modify the terms and conditions of this Agreement (i.e. staffing, consideration), unless such modification is mutually agreed upon through a formal written amendment or authorized in accordance with Section 2(b). Additionally, neither party shall have the right of setoff or the right to reduce its contractual obligation to the other party by amounts in dispute absent a mutual written agreement of the parties, except as otherwise provided herein.

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 email or facsimile on a business day addressed to the party to which such notice is directed at its address determined in accordance with this Article with customary confirmation of receipt of such email or facsimile received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

TOWN: See Special Terms and Conditions

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

With a Copy to: Broward Sheriff's Office
Office of the General Counsel
2601 W. Broward Blvd
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 TOWN and BSO hereby submits to such jurisdiction and venue and waives any defense of inconvenient forum in relation hereto.

31. **WAIVER OF RIGHTS**

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

TOWN and BSO hereby irrevocably waive, to the fullest extent permitted by law, trial by jury on any action, proceeding or counterclaim, whether at law or equity, brought by either of them.

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. **DESCRIPTION OF SERVICES**

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

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

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

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

Each of these services is detailed further below.

DIRECT SERVICES:

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

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

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

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

- b. *Other Law Enforcement Services*

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

- 1. BSO shall provide public education programs;
- 2. BSO may provide law enforcement action (i.e. DUI checkpoints, drug enforcement initiatives) as determined by the District Chief based on trends and statistics within the TOWN;
- 3. The District Chief or designee shall attend and participate at Town staff meetings, Town Commission meetings as requested by the Town Manager or designee;

4. Upon the request of a homeowners' association, the District Chief or designee shall attend the association's membership meeting;
5. BSO shall provide the Specific Services, if any, set forth in Exhibit A to this Agreement.

INDIRECT SERVICES:

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

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

The costs of indirect services are allocated to this Agreement.

SPECIAL DETAIL SERVICES

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

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

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

COUNTYWIDE SERVICES

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

- a) Regional narcotics investigations;
- b) Career criminal investigation;
- c) Multi-agency gang task force operations;
- d) Marine/dive team;
- e) SWAT team response;
- f) Major investigations to include homicide;
- g) Drug enforcement and money laundering; and
- h) Strategic intelligence functions;
- i) Law enforcement technical support services;
- j) Street crimes enforcement;
- k) Full-service crime lab;
- l) Helicopter patrol and air rescue services;
- m) E-911 (law enforcement dispatch), and subject to the terms and conditions set forth in the E-911 Regional Inter-Local Agreement entered into by the TOWN and the County; and
- n) Any other services, excluding those indirect services listed, BSO generally provides to other law enforcement agencies throughout Broward County, whether they have a contract with BSO or not.

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

unless the TOWN and BSO agree otherwise by a formal written amendment to this Agreement executed with the same formalities as set forth herein.

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

Should funding from Broward County cease and the E-911 services are not possible, BSO and TOWN will execute an amendment to this Agreement in a timely manner, as necessary to formally address any modification to the Parties' respective obligations and funding costs; however the lack of a formally executed amendment will not change the effective date of such modifications, which will occur on the date funding and/or services ceases. Should funding from Broward County not fully fund the E-911 services, then BSO and TOWN will execute an amendment to this Agreement in a timely manner, as necessary to formally address any modification to the Parties' respective obligations and funding costs; however the lack of a formally executed amendment will not change the effective date of such modifications, which will occur on the date funding ceases.

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

ADDITIONAL SERVICES:

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

AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT FOR POLICE SERVICES, dated the ____ day of _____, 2022, is made by and between the Town of Pembroke Park, Florida, (hereinafter referred to as the "TOWN") and Gregory Tony, as Sheriff of Broward County (hereinafter referred to as "BSO").

WITNESSETH:

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

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

WHEREAS, the TOWN is forming its own municipal police department which shall launch in February of 2023, but until the formal launch of its own police department, the Town wishes to provide for daily police services through contractual agreement; and

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

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

1. The above recitals are true and correct and incorporated herein by reference.
2. This Agreement shall supersede the existing Agreement with BSO and shall commence September 1, 2022. The Agreement is comprised of this document, the Special Terms and Conditions set forth in Exhibit A, which is attached and incorporated herein, and the General Terms and Conditions that are set forth in Exhibit B, which is also attached and incorporated herein.
3. In the event there is a conflict between the General Terms and Conditions and the Special Terms and conditions, the Special Terms and Conditions shall be controlling.

**AGREEMENT FOR POLICE SERVICES BETWEEN THE TOWN OF PEMBROKE
PARK AND GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA**

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

BSO:

SHERIFF OF BROWARD COUNTY

By: _____
GREGORY TONY, Sheriff

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

By: _____
TERRENCE O. LYNCH, General Counsel

**AGREEMENT FOR POLICE SERVICES BETWEEN THE TOWN OF PEMBROKE
PARK AND GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA**

TOWN:

TOWN OF PEMBROKE PARK

ATTEST:

MARLEN D. MARTELL
Town Clerk

(SEAL)

By: _____
GEOFFREY JACOBS
Mayor

Dated: _____

By: _____
JC JIMENEZ
Town Manager

Dated: _____

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

MELISSA P. ANDERSON
Town Attorney

BROWARD SHERIFF'S OFFICE

Town of Pembroke Park Law Enforcement Services



BROWARD SHERIFF'S OFFICE

For 41 years, the Broward Sheriff's Office (BSO) has provided a full range of law enforcement services to the Town of Pembroke Park



BROWARD SHERIFF'S OFFICE

Town of Pembroke Park

1.78 Square Miles

6,749 (Population Estimate July 2019 by US Census)

Daytime population significantly higher due to commercial employees, customers and commuters.

Each winter, as many have made the location their second home, Canadian visitors double the population of Pembroke Park residents (Sun-Sentinel, 2007).



BROWARD SHERIFF'S OFFICE

Calculation ratio of police to population

Deputy/Officer ratio to Population Model (FDLE)

$$\begin{aligned} &\underline{16} \text{ (patrol personnel)} \div 6749 \text{ (population)} = .00237 \\ &.00237 \times 1000 \text{ (per 1000 inhabitants)} = 2.3\% \end{aligned}$$

There are many other factors that need to be considered before determining a staffing level that meets the community's needs. (Police Chief, Staffing the "Small" Department)



BROWARD SHERIFF'S OFFICE

Police Service Model - International Association of Chiefs of Police (IACP)

This analysis will utilize the International Association of Chiefs of Police (IACP) Staffing Analysis model to provide a more accurate review of law enforcement operations in Pembroke Park in terms of workload, calls for service and “workable” hours by deputies.

- Calls for Service - CFS (CAD Data)
- Average Time (AT)
- Preventive Patrol Buffer (PPB)
- Number of Hours Needed to Staff a Patrol Unit (SPU)
- Number of Patrol Elements (PE)
- Average Time Off/On Duty – Available Duty Time (ADT)
- Number of Officers Needed to Staff One Patrol Element (SOPE)
- Number of Patrol Officers Need to Staff Department (SD)



BROWARD SHERIFF'S OFFICE

The IACP Formula:

$$CFS \times AT \times PPB \div SPU \div ADT \div SOPE \times PE$$

$$7,214 \times .75 = 5,410.5$$

$$5,410.5 \times 4 = 21,642$$

$$21,642 \div 2,920 = 7.5$$

$$2,920 \div 1,480 = 2$$

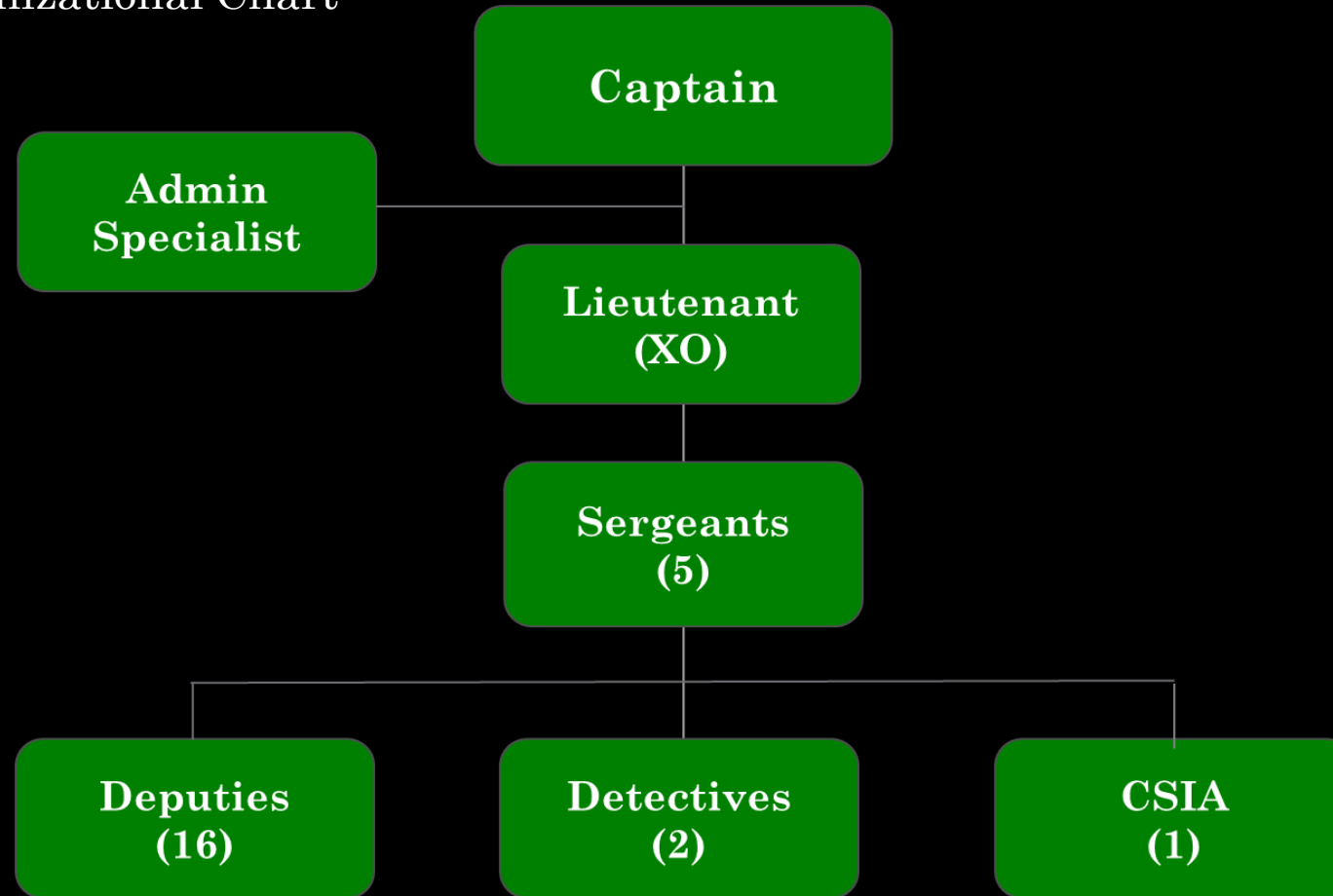
$$2 \times 7.5 = \underline{\mathbf{15 \text{ (15 Patrol Officers)}}}$$

This calculation indicates that 15 patrol officers are needed to respond to the number of incidents in the Town of Pembroke Park. This does not include direct supervisors, detectives, executive or administrative staff.



BROWARD SHERIFF'S OFFICE

Proposed Organizational Chart



BROWARD SHERIFF'S OFFICE

Municipal Law Enforcement Services

\$3.295 million – current consideration with BSO 60/40% split with West Park

\$5.375 million – estimated consideration for a sole BSO district

\$2.79 million – estimated increase for a sole district contract for police services



BROWARD SHERIFF'S OFFICE

- BSO provide
 - 24/7 response to all calls for service, including 911 and non-emergency calls
 - Provides support units including community policing, aviation, criminal investigations, narcotics, canine, crime scene, evidence, laboratory, school resource officers, legal, risk management, internal affairs, media relations, workers comp etc.
 - Absorbs liability and labor costs associated with
 - Lawsuits (excessive use of force, terminations, injury to employee or public etc.)
 - Workers Comp Claims
 - Unfair labor practice claims
 - Union Grievances
 - Acquisition, maintenance and replacement of equipment, including vehicles, computers, body armor, less than lethal weapons etc.
 - Police Station Facility to ensure suitable and safe working environment for staff
 - Training costs (pre hiring, ongoing and remedial)
 - Administrative costs of hiring staff, selection and assessment, background, recruitment
 - Office Equipment and supplies

BROWARD SHERIFF'S OFFICE

Some other factors that are calculated in the proposed consideration:

Staff salaries/benefits, uniforms, computers, computer software, air cards, body armor, radios, body worn cameras, overtime, office supplies, vehicle, vehicle maintenance, fuel, ammo, digital evidence, ect.



BROWARD SHERIFF'S OFFICE



THANK YOU



DAVID A. HOWARD

Law Enforcement Executive

Experienced and distinguished law enforcement and military professional seeking a position as a Chief of Police. Approximately 30 years of combined military and law enforcement experience specializing in management, operations, accreditation, training, and policies & procedures.

Professional Experience

Police Consultant, currently standing-up a 20 member police department in S. Florida. Contract expires October 31, 2020.

Airline Pilot First Officer, Silver Airways

2018 - 2019

Certified Law Enforcement Professional, West Palm Beach Police Department

1990-2017

Patrol Lieutenant/Shift Commander 2013 - 2017

Responsible for the day to day operations of a patrol shift, encompassing 26 Patrol Officers and 4 Sergeants. Duties and responsibilities included scheduling, payroll, internal investigations, external complaints, training, and overall supervision of staff.

Patrol Sergeant/Road Patrol Supervisor 2010-2013

Field operations assigned to the midnight shift. Directly supervised 15 officers as they carried out daily activities. Reported directly to an on-duty shift commander. Also tasked as Field Training Sergeant responsible for scheduling and supervising the training of newly hired Police Officers. Completely updated and migrated paper Field Training Officer (FTO) Program to electronic form. Served as the Dive Team Training Coordinator. Additionally, spearheaded agency Accreditation efforts in both the Law Enforcement and Communications divisions.

Sergeant/Accreditation Manager/Staff Inspections Supervisor 2001 -2010

Directly supervised 2 Policies & Procedures Officers and 1 Staff Inspections Officer in day-to-day operations. Activities included exploring and pursuing grant funding opportunities, developed and implemented the agency's multi-year (strategic) plan, supervised the accreditation efforts of both the Law enforcement and Communications for both state and national accreditation, conducted annual citizen and employee surveys and reported findings to command staff, supervised a newly created Crime Analysis/Compstat Unit with 2 full-time Analysts. Designated as the agencies Lead Instructor and conducted annual CPR and First Aid Training.

Master Police Officer 1990-2003

Responsible for performing analytical and administrative work with minimal supervision. Emphasis was on planning and coordinating accreditation activities assigned by Captain of Staff Services Bureau. Provided accreditation training for 450 agency members. Provided information and public appearances concerning the accreditation process. Drafted written directives to achieve accreditation objectives. Acted as a liaison for the Commission on accreditation for law enforcement agencies (CALEA) and Commission for Florida Law Enforcement Accreditation (CFA) assuming the role of Assessor and checked for compliance for police agencies at the state and national levels. Developed/drafted, updated/edited, and implemented new policies and procedures for a 279 sworn member organization, which was the largest municipal police department in Palm Beach County, Florida.

Managed and administered 450 issued policy binders for both sworn and civilian; was directly responsible for generating all personnel orders as they related to promotions and transfers. Assisted with writing and obtaining state level grants and assisted with server based 300-client, in-car, cellular network. Collateral responsibility as Dive Team Training Coordinator since 1991. Certified and instructed all newly selected Dive Team members in black-water police diving. Trained and supervised a 10-member underwater search and recovery team, reported directly to dive team commander on issues relating to training and team to include the preparation of annual budget. Supervised dive call outs. Taught 80-hour underwater Police Science & Technology course. Point of contact for Palm Beach County Public Safety Dive Team organizations for operation turbulent trident, in conjunction with United States Customs and United States Navy. Adjunct Agency Instructor for First Aid & CPR.

United States Air Force

1981-2011

Aeromedical Manager (E-9 Ret) 920th Aeromedical Staging Squadron 2001-2011

Directly supervised 8 Senior NCOs and was indirectly responsible for a total of 350 Unit Medics. Oversight of flight assignment and training of all Medical Technicians. Served as the NCOIC Medical Readiness, CPR, EMT Training Coordinator, NCOIC Hospital Training, Flight Manager, and First Sergeant. Also assumed the additional duty as NCOIC of the Awards and Decorations Program responsible for review of all enlisted EPR's prior to submission. Obtained the rank of Chief Master Sergeant (E-9) in November 2005. Retired from Reserves in January 2011.

First Sergeant 505th Combat Control Wing 2008-2009

Recalled to Active Duty. Reported directly to the Wing Commander, responsible for 900 wing members in 9 states. 1 of only 12 Diamond Wearing Chief Master Sergeants in the Air Force.

First Sergeant 920th Aeromedical Staging Squadron 1999-2001

Responsible for the administration, military pay, morale, and welfare of 350 plus medical personnel. Supported, trained and cultivated working supervisors into confident managers. Taught military customs, courtesies and enforced military dress and appearance directives. Advised the Commander and his staff on enlisted affairs. Represented the Commander and the Command Chief at social and community functions. Additionally, tasked as point of contact for Bank of America Program, Utaps, and monthly lodging for 256 assigned personnel.

Education

Civilian Education

- Nova Southeastern University: Master's Degree in Public Administration
- Palm Beach Atlantic College: Bachelor's Degree in Human Resource Management
- University of Louisville Southern Police Institute: 73rd Command Officers Development Course (CODC)
- Broward Sheriff's Office/Florida Atlantic University: Criminal Justice Executive Leadership Program
- Palm Beach State College: Associate Degree in Aeronautical Science
- Community College of the Air Force: Associate Degree (x2) in Medical and Dental Science

Professional Military Education

- First Sergeant Academy, Warner Robins
- SNCO Joint PME
- SNCO Academy
- NCO Academy
- Supervisors Development Course

Certifications

- CFI, CFII, MEI, and Commercial Rotor
- Microsoft Certified Professional (MCP)
- 100 Ton Open Ocean Boat Captain (Renewed/Current)
- Master Scuba Instructor/Various Agencies (Renewed/Current)

Volunteer Experience

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is entered into by and between Town of Pembroke Park, Florida, a Florida municipal corporation (hereinafter referred to as "Town"), and David A. Howard (hereinafter referred to by name or as "Police Chief" and/or "Chief of Police").

WITNESSETH:

WHEREAS, the Town desires to employ David A. Howard as the Chief of Police for the Town of Pembroke Park, Florida; and

WHEREAS, the Town, through its Town Commission, desires to provide for certain benefits and compensation for Police Chief and to establish conditions of employment applicable to Police Chief; and

WHEREAS, David A. Howard desires to accept employment as the Chief of Police for the Town of Pembroke Park under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual terms and conditions as set forth in this Agreement, the parties agree as follows:

Section 1. Employment

- A. The Town hereby hires and appoints David A. Howard as its Chief of Police under the terms established herein.
- B. The Town's employment of David A. Howard shall be effective as of August 1, 2022, and will continue for a period of three (3) years. Provided that neither party gives the other two (2) months' termination notice, there shall be an unlimited number of one (1) year automatic renewals of this Agreement. In the event the Town Commission decides not to renew this Agreement, there shall be no severance pay made except for accumulated Vacation Leave (up to a maximum of 400 hours) and sick leave (up to \$500.00). In the event that less than two (2) months' notice of termination is provided by either party, terminations shall occur in accordance with Sections 11 and 12 of this Agreement.

Section 2. Salary and Evaluation

- A. For the performance of services pursuant to this Agreement, the Town agrees to pay the Police Chief an annual base salary of one hundred fifty-five thousand dollars (\$155,000.00), payable in equal installments at the same pay schedule as other Town employees are paid.
- B. After the first full year of this Agreement, should the general Town staff receive a cost-of-living increase, the Police Chief shall receive the same cost of living increase at the same time as the other staff.

- C. Police Chief shall prepare and submit periodic reports to the Town Commission and Town Manager relating to police matters upon request of the Town Commission and/or Town Manager.
- D. Nothing in this Section shall require the Town to increase the base salary or other benefits of the Police Chief. Furthermore, the Town's failure to conduct any of the scheduled evaluations shall not constitute noncompliance with a material provision of this Agreement.

Section 3. Duties and Obligations

- A. The Police Chief agrees to perform the following duties and functions to wit:
 - 1. *Devote his full time to the performance to his job as the Chief of Police and to perform any and all sworn duties set forth in the Police Chief's Job Description and such other duties as may be assigned by the Town, provided they are consistent with the duties of a Police Chief and approved the Town Commission.*
 - 2. *Supervision of the daily operation of the Police Department.*
 - 3. *Supervision of all departmental personnel.*
 - 4. *Submission of reports to the Town either orally or in writing when request or required in order to ensure the proper communication between the Town and the Police Department.*
 - 5. *Supervision and control of both the Police Departments' equipment and motor vehicles belonging to or used by the Police Department.*
 - 6. *Establishing weapons, ammunition, uniforms, equipment and vehicle specifications for the Police Department.*
 - 7. *Supervision of all special, auxiliary and/or reserve police officers.*
 - 8. *Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.*
 - 9. *Maintaining the discipline of department personnel; the issued of orders, rules, regulations, policies and procedures; and the assignment to shifts and duties of all departmental personnel.*
 - 10. *Being responsible for communications with the public, including the media, on matters related to crime, police, and the department policy.*
- B. The Police Chief agrees to perform the foregoing duties and responsibilities of his office faithfully, industriously, and to the best of his ability and in a professional and competent manner.
- C. Both parties agree and acknowledge that the Pembroke Park Police Department is a twenty four hours a day, seven days a week operation involving work of a serious, urgent, and sensitive nature. Further, that the duties of the Police Chief shall reasonably require the Police Chief to work additional hours, beyond typical office hours that are necessary to accomplish the duties and responsibilities of the position. It is also understood and agreed that because the Police Chief may on occasion be

required to work many additional hours in addition to an administrative schedule, far beyond a typical business day, the Police Chief shall be allowed to take reasonable compensatory time off, or be allowed to work flexible hours, in order to accomplish the requirements of the position. In order to function effectively, the Police Chief shall be reasonably required to participate in community activities and events, respond to emergencies, and oversee operations and investigations on a twenty four hours a day, seven days a week basis.

- D. The Police Chief may serve on any appointed boards or elected boards of any professional organization or serve on any committees related to his professional activities, provided that such activities do not interfere with the performance of his duties as Police Chief.
- E. In the event the Police Chief is temporarily unable to perform his duties, he shall nominate an Acting Police Chief for consideration and designation, if acceptable, by Town Commission.

Section 4. Automobile Allowance and Communications Equipment

The Town agrees to provide the Police Chief the following related to his employment:

- A. The Town agrees to provide the Police Chief with an assigned take-home vehicle for the discharge of his responsibilities to the Town.
- B. Town shall provide the Police Chief with a cellular telephone and laptop computer capable of remote connection to Town internet for his use in conducting Town business.

Section 5. Dues and Subscriptions

The Town agrees to pay the Police Chief's dues for membership in the International Association of Chiefs of Police, the Florida Police Chiefs Association, the Broward County Chiefs of Police Association, and other law enforcement associations. The Town shall pay other dues and subscriptions on behalf of the Police Chief as are approved in the Town's annual budget (on a line item basis) or as authorized separately by the Town Commission.

Section 6. Professional Development

The Town recognizes its obligation for the professional development of the Chief of Police and agrees that the Police Chief shall be given adequate opportunities to develop or refresh his skills, knowledge and abilities as a police administrator and as a department manager. As such, the Chief of Police shall be reasonably allowed to attend such conferences, seminars, meetings, educational and training sessions with pay and without loss of vacation or other leave, and will be reimbursed by the Town for all reasonable expenses incurred while attending or traveling to these aforementioned events.

Section 7. Vacation Leave, Personal Holiday, and Sick Days

- A. The Police Chief shall be entitled to one hundred sixty (160) hours of annual Vacation Leave during each year of the term of this Agreement. The Police Chief's annual Vacation Leave shall be available for use upon commencement of employment and each year thereafter on the service date anniversary. There is no limit on the amount of Vacation Leave that may carry forward. Upon separation of employment, the Chief of Police shall be paid for up to Four Hundred (400) hours of unused Vacation Leave at his then current annual salary.
- B. In addition to Vacation Leave, the Police Chief shall be entitled to ten (10) personal leave days in each calendar year, none of which may be carried forward from year to year.
- C. The Chief of Police shall be entitled to and abide by the Sick Leave Policy stated in the Town Personnel Policies and Procedures Manual, effective April 9, 1997, or as such policy may be updated and adopted upon future action of the Town Commission.
- D. The Chief of Police shall be provided up to three (3) days of Bereavement Leave in the case of an immediate family member's death, and one (1) day for an extended family member's death.

Section 8. Holidays

The Police Chief is entitled to the same paid holidays as the general Town staff. The Chief of Police shall not work on holidays unless required as a result of a police emergency. In the event the Chief of Police is required to work on a holiday due to a police emergency, he shall be entitled to observe that holiday on a subsequent date.

Section 9. Health, Dental, Vision, Life and Disability Insurance

- A. The Town agrees to pay 100% of the Police Chief's dental and vision insurance and the Police Chief's long term disability insurance on the same terms as general employees. The Police Chief agrees at this time not to utilize the health insurance provided by The Town, but shall be entitled to should he require the coverage in the future.
- B. Life insurance for the Police Chief shall be provided in an amount equal to two (2) times the annual salary, up to \$300,000.00.
- C. Supplemental life insurance in larger amounts can be requested in accordance with and subject to the "Evidence of Insurability Form" being approved through the underwriting guidelines. Such supplemental life insurance is at the Police Chief's expense.

Section 10. Retirement

The Town agrees to contribute 27.83% as stipulated by the Florida Retirement System "Special Risk" class of the Police Chief's base salary to the Florida Retirement System, upon approval by the Town's Finance and Budget Department, which approval may not to be unreasonably withheld. Contribution percentage amounts are subject to change each year based on legislative law changes, investment experience, and the actuarial experience of the trust fund.

Section 11. Termination by the Town and Severance Pay

- A. The Police Chief shall serve at the pleasure of the Town Commission, and the Town Commission may terminate this Agreement and the Police Chief's employment with the Town at any time, with or without "just cause".
- B. Termination "without just cause". Should a majority of the members of the Town Commission, then currently holding office, vote to terminate the services of the Police Chief "without just cause", then within ten (10) business days following such vote, the Town Commission shall cause the Police Chief to be paid any accrued and unpaid salary and benefits earned (including 400 maximum hours of Vacation Leave, up to Five Hundred (\$500.00) dollars of Sick Leave, and insurance, but excluding such items and allowances as are used in conducting Town business such as, but not limited to, the use of the Town computer and the automobile and cell phone allowance) prior to the date of termination based on a forty (40) hour work week. Within forty-five (45) calendar days following the vote to terminate the Police Chief's employment, the Town Commission agrees to pay the Police Chief a lump sum severance pay equal to the lesser of either twenty (20) weeks of his base salary or the balance of time remaining under the term of this Agreement, as full and complete payment and satisfaction of any claims of the Police Chief of whatsoever nature arising out of this Agreement or otherwise. As consideration for such payment, the Police Chief shall, prior to receipt thereof, execute and deliver to the Town a general release of the Town, the Town Commission members, and all Town officers, agents, and employees for all claims, acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release.
- C. Termination "with just cause". In the event the Police Chief is terminated "with just cause", the Town, with the exception of accrued and unpaid salary and benefits actually earned, shall have no obligation to pay the amounts outlined in Section 11, Paragraph B of this Agreement. For purposes of this Agreement, termination with "just cause" is defined and limited to any of the following:
 - 1. Misfeasance, malfeasance and/or nonfeasance in performance of the Police Chief's duties and responsibilities.
 - 2. Conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld.
 - 3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.

4. Violation of any substantive Town policy, rule, or regulation, which would subject any other Town employee to termination.
 5. The commission of any fraudulent act against the interest of the Town.
 6. The commission of any act which involves moral turpitude, or which causes the Town disrepute.
 7. Any other act of a similar nature of the same or greater seriousness.
- D. In the event Town terminates the employment of Police Chief "with just cause", as provided in Paragraph C above, then the Police Chief will be given a written copy of the particulars and shall have the right to appear in public before the Town Commission, with counsel, if so desired, and present evidence, argument, and rebuttal concerning said allegations. After such hearing, if a majority of the members of the Town Commission then currently holding office find there is cause to terminate the Police Chief, then the Police Chief shall not be entitled to severance pay. Said hearing shall be held within sixty (60) days of the notice of termination.
- E. In the event the Town Commission, during the employment term, reduces the salary or other benefits of the Police Chief, as identified herein, in a greater percentage than an equivalent across-the-board reduction for all full-time Town employees, or in the event the Town allegedly refuses to comply with any other material provision of this Agreement benefiting the Police Chief, the Police Chief shall notify the Town Commission in writing of the alleged violation. The Town Commission shall have forty-five (45) days from the date of such notice within which to cure the violation, otherwise, the Police Chief may at his option, consider such violation as termination "without just cause" as of the date of such alleged reduction or refusal, and the severance pay provisions and other termination provisions contained herein shall become applicable at the annual salary and benefit level in effect prior to the reduction or refusal.

Section 12. Termination by the Police Chief

The Police Chief may terminate this Agreement at any time by delivering to the Town Commission a written notice of termination not later than thirty (30) days prior to the effective date of the notice of termination. If the Police Chief terminates this Agreement, then the provisions of Section 11, Paragraph B above, shall not apply. If the Police Chief voluntarily resigns pursuant to this Section, the Town shall pay to the Police Chief all accrued compensation due the Police Chief up to the Police Chief's final day of employment, including any accrued Vacation Leave up to the Four Hundred (400) hour limit. The Town shall have no further financial obligation to the Police Chief pursuant to this Agreement. This subsection shall not prevent the Police

Chief from collecting any money earned as a result of participation in a deferred retirement or pension program approved as per Section 10 of this Agreement.

Section 13. Disability

If the Police Chief becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) consecutive weeks beyond any accrued leave, the Town shall have the option to terminate this Agreement, subject to the severance pay provision outlined in Section 11, Paragraph B of this Agreement.

Section 14. Indemnification

- A. Town shall defend, save harmless, and indemnify the Police Chief against any action for any injury or damage suffered as a result of any act, event, or omission of action that the Police Chief reasonably believes to be in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The Town will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The Town shall not be liable for the acts or omissions of the Police Chief committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, the Police Chief shall reimburse the Town for any legal fees and expenses the Town has incurred or otherwise paid, for or on his behalf, in connection with the charged conduct.
- B. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as the Chief of Police, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the Town.

Section 15. Attorney's Fees

If any litigation is commenced between the parties concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party prevailing in such litigation will be entitled, in addition to such other relief as may be granted, to reasonable attorney's fees and expenses incurred in connection therewith, including appellate fees and expenses.

Section 16. Transparency

- A. Open Door Policy: The Police Chief shall maintain an open door policy encouraging communication between the members of the Town Commission, Town Manager and Town department heads.
- B. Governmental Relations: The Police Chief shall strive to maintain positive constructive relationships with elected officials, employees and agents of other governmental agencies for the purpose of mutual good will and the constructive conduct of business regarding matters of interest between the parties.
- C. Communications: The Police Chief agrees to keep the Town Commission and Town Manager informed as to the status of police issues related to the Town.
- D. Right to Speak: The Police Chief shall have the right to address the Town Commission orally and/or in writing in all matters before the Town Commission affecting those matters under his responsibility and/or his employment with the Town.

Section 17. General Terms and Conditions

- A. If any provision or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.
- C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of the Chief of Police.
- D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.
- E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in Broward County, Florida.
- F. Upon the Police Chief's death, the Town's obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to his designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement;
3. Payment of all outstanding hospitalization, medical, vision and dental bills in accordance with this Agreement;
4. Payment of all life insurance benefits in accordance with this Agreement.

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

H. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

I. The effective date of this Agreement shall be the last date it is executed by either of the parties to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

Executed by the TOWN this _____ day of _____ 2022.

TOWN OF PEMBROKE PARK:

By: _____
Geoffrey Jacobs, Mayor

ATTEST:

By: _____
Juan C. Jimenez, Town Manager

Executed by the CHIEF OF POLICE this _____ day of _____ 2022.

By: _____
David A. Howard

Witnesses:

Signature

Print Name

Signature

Print Name

Town Clerk

From: Town Attorney
Sent: Wednesday, August 31, 2022 8:18 AM
To: Town Clerk; Suzi Reutlinger
Subject: FW: Email
Attachments: Letter from BSO cancelling contract 6-14-21.pdf; BSO Letter Pembroke Park termination - 6-23-2021.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

These are both important letters. I am going to save them in my directory, but you guys should have a copy.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: JC Jimenez <jcjimenez@tppfl.gov>
Sent: Tuesday, August 30, 2022 3:43 PM
To: David Howard <dhoward@pdtppfl.gov>; Town Attorney <townattorney@tppfl.gov>
Subject: RE: Email

In case either of you need the BSO termination letter.



J.C. Jimenez
Town Manager, Town of Pembroke Park
954.966.4600 | jcjimenez@tppfl.gov
www.tppfl.gov
3150 SW 52nd Ave Pembroke Park, FL 33023

From: David Howard <dhoward@pdtppfl.gov>
Sent: Tuesday, August 30, 2022 3:40 PM
To: Town Attorney <townattorney@tppfl.gov>

Cc: JC Jimenez <jcjimenez@tppfl.gov>

Subject: RE: Email

Ok, that would be very helpful

David A. Howard

Police Chief, Town of Pembroke Park

954.966.4600 ext. 701 954 740 0245

dhoward@tppfl.gov

3150 SW 52nd Ave Pembroke Park, FL 33023

www.tppfl.gov



From: Town Attorney <townattorney@tppfl.gov>

Sent: Tuesday, August 30, 2022 2:57 PM

To: David Howard <dhoward@pdtppfl.gov>

Cc: JC Jimenez <jcjimenez@tppfl.gov>

Subject: RE: Email

PS, the conversation with Terrence regarding the 60 days included JC. I believe we spoke with Terrence a few times together.

Thank you,

Melissa P. Anderson, Esq.

Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney

Town of Pembroke Park

954-966-4600 | townattorney@tppfl.gov

www.tppfl.gov [townofpembrokepark.com]

3150 SW 52nd Ave Pembroke Park, FL 33023

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From: David Howard <dhoward@pdtppfl.gov>
Sent: Tuesday, August 30, 2022 1:24 PM
To: Town Attorney <townattorney@tppfl.gov>
Subject: FW: Email

Hi Melissa

Did BSO ever put in an email that if we did not sign their previous contract they would vacate or leave the Town????

Of was it a verbal to you only?

Thanks

David A. Howard
Police Chief, Town of Pembroke Park
954.966.4600 ext. 701 954 740 0245
dhoward@tppfl.gov
3150 SW 52nd Ave Pembroke Park, FL 33023
www.tppfl.gov



From: Town Clerk <townclerk@tppfl.gov>
Sent: Tuesday, August 30, 2022 1:19 PM
To: David Howard <dhoward@tppfl.gov>
Subject: Email

Hello,

Is this the email you are looking for, because it was phone conversations in May, not emails.

Please let me know.

Regards,



Marlen D. Martell, MPA, CMC, CFM
Town Clerk
Town of Pembroke Park
954.966.4600 ext. 235 | townclerk@tppfl.gov
www.tppfl.gov
3150 SW 52nd Avenue, Pembroke Park, FL 33023

Town Clerk

From: Town Attorney
Sent: Tuesday, August 30, 2022 10:29 AM
To: Town Clerk
Subject: FW: Pembroke Park/BSO contracts

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Town Attorney
Sent: Tuesday, August 2, 2022 12:04 PM
To: Lynch, Terrence <Terrence_Lynch@sheriff.org>
Cc: Bonaby, Maureen <Maureen_Bonaby@sheriff.org>; JC Jimenez <jcjimenez@tppfl.gov>; Futch, Lee <Lee_Futch@sheriff.org>; Bonaby, Maureen <Maureen_Bonaby@sheriff.org>
Subject: RE: Pembroke Park/BSO contracts

That was not my take away from that conversation so thank you for the clarification. We will present the contract with Lee's changes to the commission.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Lynch, Terrence <Terrence_Lynch@sheriff.org>
Sent: Tuesday, August 2, 2022 11:35 AM
To: Town Attorney <townattorney@tppfl.gov>
Cc: Bonaby, Maureen <Maureen_Bonaby@sheriff.org>; JC Jimenez <jcjimenez@tppfl.gov>; Futch, Lee <Lee_Futch@sheriff.org>; Bonaby, Maureen <Maureen_Bonaby@sheriff.org>
Subject: RE: Pembroke Park/BSO contracts

Good morning, Melissa.

We did have a conversation back in mid-May where I relayed an offer that included a 60-day out provision for the next fiscal year. However, that proposal involved a stand-alone department without West Park. A few days later I called you back and advised that BSO had modified its offer and that BSO would continue police services for the Town with West Park through the end of the next fiscal year; however, there would be no transition period and no out provision. The most recent proposal that you were sent by BSO contained that very proposal, which you countered with a 60-day out provision. BSO has now countered with a 6-month termination provision – essentially what we have in place in all of our service contracts.

I'm advised that a 60-day termination provision is not acceptable to BSO because of the intertwined budgets that will need to be resolved with the County when/if the Town terminates the contract, the need to amend the contract with West Park for the new staffing and consideration, and the transition of staff to other assignments within the agency.

Please let me know if you have any other questions.

Terrence Lynch, Esq.
General Counsel
Broward County Sheriff's Office
2601 W. Broward Blvd.
Fort Lauderdale, FL 33312
Office: (954) 831-8921
Fax: (954) 321-5040



Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure.

From: Town Attorney <townattorney@tppfl.gov>
Sent: Monday, August 1, 2022 5:50 PM
To: Futch, Lee <Lee_Futch@sheriff.org>; Lynch, Terrence <Terrence_Lynch@sheriff.org>
Cc: Bonaby, Maureen <Maureen_Bonaby@sheriff.org>; JC Jimenez <jcjimenez@tppfl.gov>
Subject: Re: Pembroke Park/BSO contracts

[EXTERNAL EMAIL WARNING] This email originated outside Broward Sheriff's Office Email System. Do not reply, click links, or open attachments unless you recognize the sender's email address (not just the name) as legitimate and know the content is safe. Report suspicious email to SECNOCC@sheriff.org.

Lee, JC (the town manager) and I spoke with Terrence by phone a few months ago and he assured us we could have a 60 day termination period.

Get Outlook for iOS

From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Monday, August 1, 2022 4:20:11 PM
To: Town Attorney <townattorney@tppfl.gov>; Lynch, Terrence <Terrence_Lynch@sheriff.org>
Cc: Bonaby, Maureen <Maureen_Bonaby@sheriff.org>
Subject: RE: Pembroke Park/BSO contracts

Melissa – attached is the updated draft with my edits. The 60 day termination is not acceptable to BSO. We would need more time to transfer personnel out of the Town and we would need to engage the County in budget amendments to reflect that we are no longer providing the services. I adjusted the 60 days notice to 180 days notice as that is what is in the current contract and has been in place for fifteen years. Please review the remainder of the edits and give me a call to discuss if needed.

Thank you, Lee

From: Town Attorney <townattorney@tppfl.gov>
Sent: Monday, August 1, 2022 11:10 AM
To: Futch, Lee <Lee_Futch@sheriff.org>; Lynch, Terrence <Terrence_Lynch@sheriff.org>
Cc: JC Jimenez <jcjimenez@tppfl.gov>
Subject: Pembroke Park/BSO contracts

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Lee and Terrence,
Just checking in to see where you are with the review of the edited agreements I sent back for your review? The agenda deadline is tomorrow for the next voting meeting so I am hoping you will turning the agreements around to me by tomorrow/

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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Town Clerk

From: Town Attorney
Sent: Friday, August 26, 2022 9:31 AM
To: Town Clerk
Subject: FW: Pembroke Park

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Lynch, Terrence <Terrence_Lynch@sheriff.org>
Sent: Thursday, August 25, 2022 1:34 PM
To: Town Attorney <townattorney@tppfl.gov>
Cc: JC Jimenez <jcjimenez@tppfl.gov>; David Howard <dhoward@tppfl.gov>; Bonaby, Maureen <Maureen_Bonaby@sheriff.org>; 'rdabneydonovan@pdtppfl.gov' <rdabneydonovan@pdtppfl.gov>; Futch, Lee <Lee_Futch@sheriff.org>
Subject: RE: Pembroke Park

We'll have to agree to disagree on this. The fact that the Town is seeking to create its own department undercuts your assertion that BSO is the only game in town for small municipalities. If it was not financially feasible for the Town to start its own department, I don't think we'd be having this conversation.

Terrence Lynch, Esq.
General Counsel
Broward County Sheriff's Office
2601 W. Broward Blvd.
Fort Lauderdale, FL 33312
Office: (954) 831-8921
Fax: (954) 321-5040



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From: Town Attorney <townattorney@tppfl.gov>
Sent: Thursday, August 25, 2022 1:26 PM
To: Lynch, Terrence <Terrence_Lynch@sheriff.org>
Cc: JC Jimenez <jcjimenez@tppfl.gov>; David Howard <dhoward@tppfl.gov>; Bonaby, Maureen <Maureen_Bonaby@sheriff.org>; 'rdabneydonovan@pdtppfl.gov' <rdabneydonovan@pdtppfl.gov>; Futch, Lee <Lee_Futch@sheriff.org>
Subject: RE: Pembroke Park

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BSO is the only game in town for small municipalities if they cannot afford their own police departments. That fact alone gives BSO superior negotiating power. Negotiating in good faith is providing a sound reason for not agreeing to the other side's request on a contract revision. BSO is a large agency with plenty of resources. It absolutely has the capacity to agree to a shorter time for termination or changing the term of a contract by one month, yet all you have done is provided vague justifications for your refusals to negotiate, on every single request! I asked if the Fire contract could be yearly, with five one year options to renew every year. Lee's response was, that just isn't the way we do business and the terms for every city has to be the same therefore we cannot agree to a fire services agreement for one year with five optional one year renewals.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
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From: Lynch, Terrence <Terrence_Lynch@sheriff.org>
Sent: Thursday, August 25, 2022 1:09 PM
To: Town Attorney <townattorney@tppfl.gov>
Cc: JC Jimenez <jcjimenez@tppfl.gov>; David Howard <dhoward@tppfl.gov>; Bonaby, Maureen <Maureen_Bonaby@sheriff.org>; 'rdabneydonovan@pdtppfl.gov' <rdabneydonovan@pdtppfl.gov>; Futch, Lee <Lee_Futch@sheriff.org>
Subject: RE: Pembroke Park

I really don't understand your suggestion that BSO has some "superior" negotiating power and is somehow treating the Town unfairly. As with every other services contract, it is the city's decision whether or not to contract with BSO for police and/or fire services. As with any contract negotiation, there are certain proposals where the parties may remain firm. The fact that the Town may be feeling pressure to enter into a contract for police services has nothing to do with anything that BSO has done; rather, it is because the Town's plans for the start date of their own department have continually shifted. This uncertainty has certainly caused difficulties for BSO in its operational and budgetary planning, but we've been patient as the Town continues to work through its difficulties in this endeavor. To suggest that BSO is acting against the Town's interests is simply not factual.

Terrence Lynch, Esq.
General Counsel
Broward County Sheriff's Office
2601 W. Broward Blvd.
Fort Lauderdale, FL 33312
Office: (954) 831-8921
Fax: (954) 321-5040



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From: Town Attorney <townattorney@tppfl.gov>
Sent: Thursday, August 25, 2022 12:47 PM
To: Lynch, Terrence <Terrence_Lynch@sheriff.org>
Cc: JC Jimenez <jcjimenez@tppfl.gov>; David Howard <dhoward@tppfl.gov>; Bonaby, Maureen <Maureen_Bonaby@sheriff.org>; 'rdabneydonovan@pdtppfl.gov' <rdabneydonovan@pdtppfl.gov>; Futch, Lee <Lee_Futch@sheriff.org>
Subject: RE: Pembroke Park

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My notes and recollection are equally as clear and do not match yours. I will leave it at that.

You are deflecting from the real issue. The real issue is, BSO has superior negotiating power and uses that as an excuse to force inequitable and expensive contracts on cities, including this one. I have kept my commission and staff well informed. This is not about MY communication with my staff, it is about BSO's responsibility to the citizens of this county and to the Town in particular.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Lynch, Terrence <Terrence_Lynch@sheriff.org>
Sent: Thursday, August 25, 2022 12:39 PM
To: Town Attorney <townattorney@tppfl.gov>
Cc: JC Jimenez <jcjimenez@tppfl.gov>; David Howard <dhoward@tppfl.gov>; Bonaby, Maureen <Maureen_Bonaby@sheriff.org>; 'rdabneydonovan@pdtppfl.gov' <rdabneydonovan@pdtppfl.gov>; Futch, Lee <Lee_Futch@sheriff.org>
Subject: RE: Pembroke Park

Melissa,

My notes and my recollection are very clear. The 60-day out option was for a stand-alone department which was clearly communicated to you. When I called the next day, I was very clear that the combined services with West Park would be a 1-year agreement with no termination provision. I understand why you may wish to recall our conversation differently, but that does not change the fact of what we discussed. I also understand that your failure to acknowledge in your response the fallacy of the suggestion that BSO tied the current contract extension to an agreement for next year as an admission that such was not the case.

Regarding the reasoning behind the 6-month termination provision, that has been explained to you on numerous occasions. For whatever reason, it seems you have failed to communicate that with the Commission and are now asking the Sheriff and me to do it for you. This is not done with any of our other contracts. Our negotiations are with the city managers and city attorneys, not with the commission. The responsibility of keeping the commission informed of the progress of the negotiations has always been that of the city attorney and city manager. I see no reason to deviate from that long-standing practice now simply because you do not want to do it.

Terrence Lynch, Esq.
General Counsel
Broward County Sheriff's Office
2601 W. Broward Blvd.
Fort Lauderdale, FL 33312
Office: (954) 831-8921
Fax: (954) 321-5040



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From: Town Attorney <townattorney@tppfl.gov>
Sent: Thursday, August 25, 2022 11:56 AM
To: Lynch, Terrence <Terrence_Lynch@sheriff.org>
Cc: JC Jimenez <jcjimenez@tppfl.gov>; David Howard <dhoward@tppfl.gov>; Bonaby, Maureen <Maureen_Bonaby@sheriff.org>; 'rdabneydonovan@pdtppfl.gov' <rdabneydonovan@pdtppfl.gov>; Futch, Lee <Lee_Futch@sheriff.org>
Subject: RE: Pembroke Park

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Terrence,

My recollection is clear and I do not agree with your version of the facts. While you called me after our initial conversation to clarify that the contract would be between BSO, West Park and the Town, at no point did you then state that the 60 days termination provision was out the window. If you had, I would have immediately communicated that to staff and JC. The first time I heard that you were pulling back that offer was a month or so ago when we began negotiating the terms of the new police and fire contracts and I amended the termination to 60 days and you wrote back that was off the table now.

I think it would be a great idea for you and the Sheriff to come and address the commission and explain why it will take you six months to unwind from West Park, or why you can't change the start date on a contract. Neither of those are reasonable positions. The only reason you could give me for not being able to terminate the existing contract early and start the new contract a month early was "our contracts run for the fiscal year." That is an excuse not a reason. It would have taken one or two sentences to change the start date from October 1 to September 1, but BSO just simply refused....

As I stated in my email to both you and Lee earlier this month, BSO has a duty under the law to keep the peace in the entire county, not just the cities it contracts with. Additionally, BSO uses its superior negotiating position to intimidate the cities it does contract with into accepting terms which are expensive and lopsided in favor of the sheriff. How about helping out the Town, instead of working against us?

I hope we see you and the Sheriff at our September voting meeting.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
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From: Lynch, Terrence <Terrence_Lynch@sheriff.org>
Sent: Thursday, August 25, 2022 11:35 AM
To: Town Attorney <townattorney@tppfl.gov>
Cc: JC Jimenez <jcijimenez@tppfl.gov>; David Howard <dhoward@tppfl.gov>; Bonaby, Maureen <Maureen_Bonaby@sheriff.org>; 'rdabneydonovan@pdtppfl.gov' <rdabneydonovan@pdtppfl.gov>; Futch, Lee

<Lee_Futch@sheriff.org>

Subject: RE: Pembroke Park

Good morning, Melissa.

After watching the Town Commission meeting last night, I'm dismayed about how you explained a prior discussion we had about a 60-day termination provision for a contract for police services for the next fiscal year.

To refresh your recollection (and as explained in an email to you earlier this month), the discussion we had this past May about a 60-day termination provision for next fiscal year was for a stand-alone department without West Park. As we both acknowledged in the call, the Town was unlikely to agree to that proposal because of the significant increase in costs to the Town. The next day, I called you back and stated that BSO is now proposing to provide combined services with West Park for the next fiscal year for 12 months, and that there would be no termination provision. My notes and my recollection of that call reflect that you felt that this was a better option for the Town because of the increased expense of a police services contract without West Park. Following further correspondence with you after sending the formal written proposal, BSO agreed to a 6-month termination provision for next fiscal year for the reasons cited in our prior correspondence.

As I expressed in my last email to you, I certainly understand the pressure you are under to deliver an agreement for police services satisfactory to the Town. However, in your explanation to the Commission about what was previously discussed as options for next fiscal year, you suggested that BSO offered a 60-day termination provision and simply took it away. That is a distortion of our discussions that leaves out critical facts that would have been important for the Commission to know to have a full understanding of our discussions. Without these critical facts, the Commission was left with the impression that BSO was not negotiating "in good faith".

Further, you agreed with the Mayor when he stated at last night's meeting that the 60-day termination proposal was a "ploy" to get the Town to agree to extend the current agreement through the end of this fiscal year. As you know, our discussions about a proposal for the next fiscal year had nothing to do with extending the current agreement. In fact, the first time we even discussed a 60-day termination provision was in our phone call on May 18, 2022 (and the very next day the proposal was amended as noted above). However, the Town Commission approved the extension of the current agreement at a Commission meeting on May 11, 2022 and the contract was signed by the Vice Mayor on May 12, 2022. Despite you agreeing with the Mayor that BSO had somehow tied the current contract extension to an agreement for the next fiscal year with a 60-day termination provision, that clearly did not and could not have occurred and for you to state otherwise is simply not factual.

I hope that you will clarify this at the next commission meeting so that the Mayor and Commissioners have a complete and accurate understanding of our negotiations.

Terrence Lynch, Esq.
General Counsel
Broward County Sheriff's Office
2601 W. Broward Blvd.
Fort Lauderdale, FL 33312
Office: (954) 831-8921
Fax: (954) 321-5040



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From: Lynch, Terrence

Sent: Thursday, August 18, 2022 9:52 AM

To: 'Town Attorney' <townattorney@tppfl.gov>

Cc: JC Jimenez <jjimenez@tppfl.gov>; David Howard <dhoward@tppfl.gov>; Bonaby, Maureen

<Maureen_Bonaby@sheriff.org>; rdabneydonovan@pdtppfl.gov; Futch, Lee <Lee_Futch@sheriff.org>

Subject: RE: Pembroke Park

Melissa,

I think you are losing sight of the fact that the Town has put itself in this position. The Town has repeatedly stated that it would be ready to start its own department on varying dates only to move those dates without any real notice, and has simply expected the Sheriff's Office to adapt to these changes, despite the fact that there are other cities involved, budgets that need to be adjusted, and personnel that need to be moved. The Sheriff's Office has been very accommodating to the Town throughout this process, and to suggest that BSO is treating the Town unfairly is simply not factual.

I understand that you are under pressure to deliver an agreement to the Town that works on the Town's *current* time schedule. However, for the reasons that have been cited to the Town on many occasions the time period for termination of the contract is more than reasonable.

I hope that the Town understands that when the notice of termination is presented to BSO that this decision is irreversible. Budgets will have changed and personnel will have been reassigned, so there will be no ability to extend the agreement should the Town again not be able to meet their expected start date leaving the Town at risk for a gap in police services.

Terrence Lynch, Esq.
General Counsel
Broward County Sheriff's Office
2601 W. Broward Blvd.
Fort Lauderdale, FL 33312
Office: (954) 831-8921
Fax: (954) 321-5040



Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure.

From: Town Attorney <townattorney@tppfl.gov>

Sent: Thursday, August 18, 2022 9:03 AM

To: Futch, Lee <Lee_Futch@sheriff.org>; Lynch, Terrence <Terrence_Lynch@sheriff.org>

Cc: JC Jimenez <jcjimenez@tppfl.gov>; David Howard <dhoward@tppfl.gov>; Bonaby, Maureen <Maureen_Bonaby@sheriff.org>; rdabneydonovan@pdtppfl.gov

Subject: RE: Pembroke Park

Importance: High

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Lee, the bottom line is that Sheriff's office simply has no interest in helping out cities who don't desire to use their services. Which is just bad public policy. I should remind you that under the law the sheriff is charged with being "...conservators of the peace in their counties." The WHOLE county. Not just the cities in the county you are contracted with. This little town is trying to establish its own force and instead of trying to help us out, the sheriff's office is actively making it more difficult.

When I asked for the interim agreement to start ONE MONTH EARLY, the best you could muster as a reason for not agreeing to that is that your agreements run from fiscal year to fiscal year and that all your contracts have "me too" clauses and you can't agree to terms any different from the other cities for fear they will demand it. That isn't a reason, its an excuse. First of all, it is disingenuous to claim that all of your contracts with the cities are the same because by your own words below, they are not. Some have cancellation clauses of 90 days, some 120, another is 180. So, clearly, the sheriff's office has room to negotiate. The Sheriff's office instead chooses to be intractable and tell the town its either the sheriff's way or the highway. Again, very bad publicly policy and not how the agency charged with being conservators of the peace in the county should be conducting itself.

The town is once again asking for a reduction in the time for termination. While you state that the Sheriff's Office needs time to untangle from West Park when this town gives notice, surely, NINTEY DAYS, is plenty of time. If not, then lets make it 120 days. Anything longer is just not necessary.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Wednesday, August 17, 2022 3:59 PM
To: Town Attorney <townattorney@tppfl.gov>; Lynch, Terrence <Terrence_Lynch@sheriff.org>
Cc: JC Jimenez <jjimenez@tppfl.gov>; David Howard <dhoward@tppfl.gov>; Bonaby, Maureen <Maureen_Bonaby@sheriff.org>
Subject: Pembroke Park

Melissa – for you information, BSO has contracts with municipal partners that have termination clauses requiring 180 and 270 days' notice. We do have some contracts that contain language that provide for a 90 day notice of termination. HOWEVER, those contracts also include a 180 day transition period once notice of termination is received. In fact, the contract that you attached to your email has a 180 day transition period which plainly states that the term is automatically extended for "at least 180 days AFTER BSO's receipt of the City's written notice that it is capable of providing adequate law enforcement services". That would mean there would be 270 days from the date the notice of termination is received until the contract ends. Other contract cities have transition periods that vary from 180 days up to two years. As you are aware, there is no transition period in the Town's proposed contract for next year which will provide the Town the ability to terminate on a shorter timeframe. The Town and the City of West Park make up the South Broward District and split the cost for law enforcement services provided by BSO. As such, once the Town provides notice of termination, BSO will need time to renegotiate a new contract with West Park, transfer staff, and work with the County on budget amendments as we move forward to accommodate the Town's request to end our long standing partnership.

I would ask that you review Section 26 of the Town's current contract which includes a 180 day transition period. The contract has been in place for 15 years. To accuse BSO of singling out the Town for disparate treatment is inaccurate to say the least.

H. Lee Futch
Deputy General Counsel – Sworn
Broward Sheriff's Office
954-831-8394

Please note that Florida has a broad public records law, and that all correspondence sent to me via E-mail may be subject to disclosure.

From: Town Attorney <townattorney@tppfl.gov>
Sent: Wednesday, August 17, 2022 2:03 PM
To: Futch, Lee <Lee_Futch@sheriff.org>; Lynch, Terrence <Terrence_Lynch@sheriff.org>
Cc: JC Jimenez <jcjimenez@tppfl.gov>; David Howard <dhoward@tppfl.gov>
Subject: Fwd: PRR 2022-157

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Gentlemen, the chief and his staff did some research for me and they found that most of your contracts have notice of termination at 60 or 90 days. They found no other contract with 180 days. Lee, accordingly, i am requesting the town be accorded the exact same termination provision as is included in the attached contract. Not sure why this little town has been singled out for disparate treatment. Honestly I am disappointed in the sheriff's office.

Melissa
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2601 West Broward Boulevard
Fort Lauderdale, FL 33312
954-831-8920 (Telephone)
954.321-5040 (Fax – Legal)
954-797-0937 (Fax – Confiscations Unit)
www.sheriff.org



June 14, 2021

townattorney@tppfl.gov
Melissa Anderson, Town Attorney
Town of Pembroke Park
Town Hall
3150 SW 52nd Ave.
Pembroke Park, FL 33023

Re: Transition to Pembroke Park Police Department

Dear Ms. Anderson:

During our meeting on May 13, 2021, the Town agreed that BSO and the Town are currently in the transition period as outlined Article 26 of the Agreement for Police Services. The latest date for the end of the Agreement, based upon the 12-month transition period, is February 10, 2022.

In your recent correspondence with Deputy General Counsel, Lee Futch, the Town has now advised that the projected start-up date for the Town police department is January 2022, which is within the 12-month transition period. BSO is concerned, however, that this projected start date is ambitious and not likely to be met. During our meeting only weeks ago, the Town projected a date in the latter half of 2022 for standing up the police department.

To avoid the potentially serious consequences of the Town not being able to transition to its own department prior to February 10, 2022, the Broward Sheriff's Office is extending an offer to continue the police services contract through September 30, 2022. Without such an agreement, the Town will be left without a police department after February 10, 2022 should it not be able to stand up its own police department before that date.

Because the budgets for the 2021-2022 fiscal year for both Pembroke Park and West park must be finalized imminently, it is imperative that the Town respond to BSO no later than ten (10) business days from receipt of this letter, whether it will agree to an extension of the contract until September 30, 2022. If BSO receives no response within this time period, or if this offer to extend services is rejected, then

BSO police services to the Town will be terminated no later than February 10, 2022. Should the Town subsequently inform BSO that it will not be able to transition to its own department prior to this date, any future contracts for police services provided to the Town will be formulated as a singular entity and not jointly contracted with West Park or any other city.

Please also note that in the absence of a new agreement, any requests for police assistance after February 10, 2022 will be staffed with regional assets and not with BSO personnel assigned to any neighboring cities, which may significantly impact response times.

Should you have any questions regarding the information provided in this letter, please contact me.

Sincerely,
DocuSigned by:

84C9E594DDF64B2
Terrence O. Lynch
General Counsel

cc: JC Jimenez, Pembroke Park Town Manager, jjimenez@tppfl.gov
W. Ajibola Balogun, West Park City Manager, abalogun@cityofwestpark.org
Sheriff Gregory Tony, BSO
Colonel Nichole Anderson, Undersheriff
Colonel David Holmes, Department of Law Enforcement
Colonel James Reyes, Department of Administration
Lee Futch, Deputy General Counsel, OGC
Major Kevin Granville, South Region, DLE
Captain Stephanie Coker, District 1, DLE

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www.sheriff.org



June 23, 2021

townattorney@tppfl.gov
Melissa Anderson, Town Attorney
Town of Pembroke Park
Town Hall
3150 SW 52nd Ave.
Pembroke Park, FL 33023

Re: Termination of Agreement to Provide Police Services to the Town of
Pembroke Park

Dear Ms. Anderson:

I am in receipt of your letter dated June 22, 2021 explaining the Town's position that the transition period detailed in Article 26 of the contract has not yet begun because the contract has not expired and the Town has not yet notified BSO that it is terminating the contract. This is a striking position given that on February 10, 2021 the Town Commission voted to move forward with hiring an interim police chief to begin the start-up of the Town of Pembroke Park Police Department, and the Town has in fact hired the police chief.

Furthermore, during our video conference on May 13, 2021, the Town Manager affirmatively acknowledged that we are in the transition phase of the contract, which only occurs when the contract has either expired or has been terminated. The Town is now taking a position directly opposite to the Town Manager's statement in our meeting.

During the video conference, the Town was unwilling, or perhaps unable, to offer a date that it expected to complete the transition. Establishing such date for the termination of police services is necessary for the Town and BSO to properly manage the transition process. Accordingly, following the conference BSO notified the Town by letter that the contract for police services between the Town and BSO had been effectively terminated pursuant to Article 26.1 of the Agreement for Police Services on February 10, 2021. Because BSO understood that the Town might have some uncertainty as to the exact date of transition, BSO offered in that letter to extend the agreement until September 30, 2022 to ensure that police services are continued and residents and businesses are not adversely affected. That offer has been rejected by the Town.

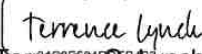
It is quite clear that the Town is using the fact that there is a month-to-month contract to prolong the transition period for an indefinite period of time. That is not an acceptable situation for the Broward Sheriff Office, and the uncertainty that this causes may adversely affect the Town's residents and businesses who are relying on the Town for these crucial services. In order to plan effectively for the transition, there needs to be a specific end date of the Agreement. This is important not only from an operational standpoint, but also because of the significant budgetary impact on your neighboring city, West Park, which shares police and fire services with the Town.

To that end, BSO has been left with no choice but to notify the Town that the Agreement for Police Services is terminated, effective immediately. As a result, the transition phase pursuant to Article 26 is in effect. Pursuant to Article 26, the existing contract shall only be in effect for the shorter of (a) twelve (12) months, or (b) at least one hundred eighty (180) days after BSO's receipt of the TOWN's written notice that it is capable of providing adequate law enforcement services

The contract calls for BSO and the Town to develop a transition plan that will include the transfer of BSO personnel out of the Town as the Town's personnel are capable of assuming their respective functions. Please let me know when you and your staff are available to meet with BSO to develop the transition plan. As the Town is still desirous of contracting with BSO for fire rescue services, those discussions will need to occur as well.

Sincerely,

DocuSigned by:


Terrence O. Lynch

General Counsel

cc: JC Jimenez, Pembroke Park Town Manager, jjimenez@tppfl.gov
W. Ajibola Balogun, West Park City Manager, abalogun@cityofwestpark.org
Sheriff Gregory Tony
Colonel Nichole Anderson, Undersheriff
Colonel David Holmes, Department of Law Enforcement
Colonel James Reyes, Department of Administration
Lee Futch, BSO Deputy General Counsel

SIXTH AMENDMENT TO THE AGREEMENT BETWEEN
THE SHERIFF OF BROWARD COUNTY, FLORIDA
AND
THE TOWN OF PEMBROKE PARK FOR LAW ENFORCEMENT AND FIRE RESCUE
SERVICES

This is a SIXTH AMENDMENT to the Agreement between the SHERIFF OF BROWARD COUNTY, FLORIDA (hereinafter referred to as "BSO") and the TOWN OF PEMBROKE PARK (hereinafter referred to as "TOWN") for the delivery of law enforcement and fire rescue services by BSO to the TOWN.

W I T N E S S E T H:

WHEREAS, on or about November 20, 2007, the parties entered into an agreement for the BSO to provide law enforcement, emergency medical, fire protection and fire prevention services to the TOWN;

WHEREAS, on or about March 10, 2009, the parties entered into a First Amendment to provide one (1) additional Sergeant to the District staffing structure as set forth in Section 3.2 of the Agreement;

WHEREAS, on or about February 24, 2011, the parties entered into a Second Amendment to amend the consideration to provide for equal sharing of the budgeted costs for the District between the TOWN and the City of West Park; and

WHEREAS, on or about July 23, 2012, the parties entered into a Third Amendment to revise the staffing levels; and

WHEREAS, on or about March 2, 2015, the parties entered into a Fourth Amendment to extend the term of the Agreement to allow for negotiations on a new Agreement; and

WHEREAS, on or about January 11, 2018, the parties entered into a Fifth Amendment to adjust the consideration for a two year period and agreed to negotiate and enter into a new agreement in a timely manner; and

WHEREAS the Agreement, First Amendment, Second Amendment, Third Amendment Fourth Amendment and Fifth Amendment to the Agreement are hereinafter collectively referred to as the Agreement; and

WHEREAS, the Parties are desirous of setting an end date to the Agreement due to the pending creation of the Pembroke Park Police Department; and

THEREFORE, in consideration of the mutual terms and conditions contained herein, BSO and TOWN agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. Pursuant to Article 26, the parties previously entered the transition phase from BSO to the Town police department. The transition period was scheduled to end during the middle of the current fiscal year. The parties have agreed to extend the transition phase to the end of this current fiscal year, terminating on September 30, 2022.
3. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties execute this Sixth Amendment on the date(s) set forth below:

THE TOWN OF PEMBROKE PARK

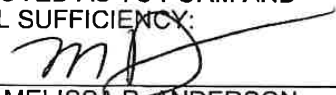
By: 
GEOFFREY JACOBS, MAYOR
Reynold D'Arcyville, Vice Mayor

Date: 5/12/2022

JC JIMINEZ, TOWN MANAGER

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


MELISSA P. ANDERSON
TOWN ATTORNEY

SIXTH AMENDMENT TO THE AGREEMENT BETWEEN THE SHERIFF OF BROWARD COUNTY, FLORIDA AND THE TOWN OF PEMBROKE PARK FOR LAW ENFORCEMENT AND FIRE RESCUE SERVICES

IN WITNESS WHEREOF, the parties execute this Sixth Amendment on the date(s) set forth below:

SHERIFF OF BROWARD COUNTY

By: _____ Date: _____
GREGORY TONY, SHERIFF

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

By: _____
TERRENCE O. LYNCH, GENERAL COUNSEL

Lee\Contracts\Pembroke Park – Sixth Amendment 3-15-22

Town Clerk

From: Town Attorney
Sent: Wednesday, August 17, 2022 2:03 PM
To: Futch, Lee; Lynch, Terrence
Cc: JC Jimenez; David Howard
Subject: Fwd: PRR 2022-157
Attachments: PRR 2022-157 - David Howard.pdf; BSO Law Enforcement Services contract - app. at the Dec. 9 Cmtg.pdf; BSO - 1st Amendment to agreement for Law Enforcement - app. at June 14 Cmtg.pdf

Gentlemen, the chief and his staff did some research for me and they found that most of your contracts have notice of termination at 60 or 90 days. They found no other contract with 180 days. Lee, accordingly, I am requesting the town be accorded the exact same termination provision as is included in the attached contract. Not sure why this little town has been singled out for disparate treatment. Honestly I am disappointed in the sheriff's office.

Melissa
Get [Outlook for iOS](#)

From: David Howard <dhoward@pdtppfl.gov>
Sent: Wednesday, August 17, 2022 12:45:09 PM
To: Town Attorney <townattorney@tppfl.gov>
Cc: Ra Shana Dabney-Donovan <rdabneydonovan@pdtppfl.gov>
Subject: FW: PRR 2022-157

Here is Lauderdale Lakes stuff (90 days)

David A. Howard
Police Chief, Town of Pembroke Park
954.966.4600 ext. 701 954 740 0245
dhoward@tppfl.gov
3150 SW 52nd Ave Pembroke Park, FL 33023
www.tppfl.gov



From: Pavitri Benasrie-Watson <pavitrib@lauderdalelakes.org>
Sent: Wednesday, August 17, 2022 12:00 PM
To: dhoward@tppfl.gov
Subject: PRR 2022-157

Good morning Chief Howard,

Please see the attached information pertaining to your public records request.

Thanks,
Pav

Pavitri Benasrie-Watson

Records and Administrative Specialist | City Clerk
City of Lauderdale Lakes
4300 NW 36th Street | Lauderdale Lakes, FL 33319
pavitrib@lauderdalelakes.org
V: 954-535-2705
F: 954-535-0573



www.lauderdalelakes.org

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City Operating Hours

Monday - Friday 8:00 a.m. - 5:00 p.m.

The City of Lauderdale Lakes is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such law and thus subject to disclosure. All E-mails sent and received are captured by our servers and kept as public record.



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WARNING: This email originated from outside of the Town of Pembroke Park Organization. Do not click links/images or open attachments unless you recognize the sender and know the content is safe.



PUBLIC RECORDS REQUEST EXTERNAL RESPONSE MEMORANDUM

TO: David Howard

FROM: Pav Benasrie-Watson,
Records and Administrative Specialist

DATE: August 17, 2022

PRR NUMBER: 2022-157

PRR DATE: August 17, 2022

RECORDS REQUEST SUMMARY:

A copy of the current BSO contract

CITY'S RESPONSE:

Pursuant to your request, please see the attached information.

*Charges for public records are in accordance with FSS 119.07

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

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

WITNESSETH:

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

WHEREAS, the CITY has heretofore contracted with BSO for the provision of professional law enforcement services for the general health, safety and welfare of the CITY, which contract shall expire and terminate on September 30, 2019;

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

WHEREAS, BSO is desirous of providing high quality professional law enforcement services to the CITY pursuant to the terms and conditions set forth in this Agreement, inclusive

of all exhibits, attachments, addendums and amendments from time to time (collectively the "Agreement");

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

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

WHEREAS, the Parties find that the method of delivery of law enforcement services is as set forth in this Agreement and is in the best interests of the general health, safety and welfare of the CITY.

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

ARTICLE 1. ADOPTION OF RECITALS

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

ARTICLE 2. LAW ENFORCEMENT SERVICES

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

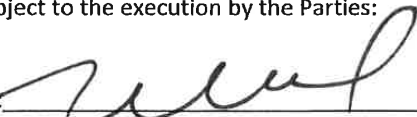
IN WITNESS WHEREOF, the Parties hereto have caused their respective agents to execute this instrument on their behalf, on the date(s) set forth below.

SHERIFF OF BROWARD COUNTY

By: 
GREGORY TONY, SHERIFF

Date: 12/16/20

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

By:  
TERRENCE LYNCH,
GENERAL COUNSEL

Date: 12/16/20

ATTEST:

Venice Howard
CITY CLERK

(SEAL)



CITY OF LAUDERDALE LAKES

By: Hazel Rogers
HAZELLE ROGERS, MAYOR

Date: December 8, 2020

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

Date: December 8, 2020

Approved As to Form and Legal Sufficiency:

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

Date: December 8, 2020

EXHIBIT A

SCOPE OF LAW ENFORCEMENT SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADDITIONAL SERVICES:

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

EXHIBIT B

SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions have been agreed upon by and between the CITY and SHERIFF OF BROWARD COUNTY (BSO):

CITY:	City of Lauderdale Lakes, a Florida municipal corporation		
EFFECTIVE DATE OF AGREEMENT	October 1, 2020		
FIRST YEAR:	October 1, 2020 – September 30, 2021		
TERM:	October 1, 2020 – September 30, 2025		
RENEWAL OPTION:	Renewable for one (1), five (5) year term upon the City and BSO agreeing to such renewal and the terms and conditions thereto.		
POLICE STAFFING STRUCTURE:	Position		
	Position		
	Executive Lieutenant		1
	Lieutenant		1
	Sergeant		5
	Deputy Sheriff		36
	Motorcycle Deputy		2
	Community Service Aide		2
	Admin Specialist I		1
	Total General Fund Personnel		48
	COPS Grant Deputy Sheriffs		2
	Utilizing the personnel above, the District Chief shall have the responsibility to staff positions as appropriate, including Criminal Investigations, Selective Enforcement Team, and School Resource Deputies, in the best interest of the District.		

Upon the expiration of the COPS Grant, the two deputy sheriff positions will be added into the General Fund Staffing complement. A new Exhibit B will be provided to the CITY with the revised staffing levels and consideration.

This staffing structure is contingent upon the continued approval from the County Commission to merge resources with regional county

	resources at a mutually agreed upon sharing of costs.
POLICE CONSIDERATION: Fiscal Year 2020/2021	\$8,055,347.00
POLICE HEADQUARTERS ADDRESS:	200 Northwest 27 th Avenue Ft. Lauderdale, FL 33311
POLICE/CODE SUBSTATION ADDRESS:	4300 Northwest 36 th Street Lauderdale Lakes, FL 33319
CODE ENFORCEMENT:	NO
FUEL SITE:	NO
NOTICE CITY ADDRESS:	CITY: c/o Mayor Lauderdale Lakes City Hall 4300 Northwest 36 th Street Lauderdale Lakes, FL 33319 CITY: c/o City Manager Lauderdale Lakes City Hall 4300 Northwest 36 th Street Lauderdale Lakes, FL 33319 CITY: c/o City Attorney Lauderdale Lakes City Hall 4300 Northwest 36 th Street Lauderdale Lakes, FL 33319
Additional Services	<u>Law Enforcement</u> 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 on agreed upon days and hours and in the absence of the CSA, BSO will make a good faith effort to staff the front desk with volunteers.

EXHIBIT C

LAW ENFORCEMENT SERVICES GENERAL CONDITIONS

1. DEFINITIONS

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

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

- j. "District" shall mean the total geographic area within the municipal boundaries of the City of Lauderdale Lakes, the Unincorporated Central Broward Area and any additional geographic area to be serviced by the District employees based upon a separate mutual written agreement of the Parties.
- k. "District Chief" shall mean the individual responsible for supervising all law enforcement employees and law enforcement activities within the CITY as well as the unincorporated Central Broward area (District 5). The District Chief shall be the rank of Captain. The District Chief will serve as the liaison between CITY and BSO.
- l. "District Employees" shall mean the BSO employees permanently assigned to the District, who possess the necessary qualifications and experience to provide law enforcement and support services, and all other BSO employees and all other Persons contracted by BSO, each of whom may, from time to time, provide the law enforcement services to the CITY.
- m. "Effective Date" shall mean the date in which the Agreement is to commence. The Effective Date is set forth in the Special Terms and Conditions of this Agreement.
- n. "Lien" shall mean any lien, security interest, pledge, mortgage, easement, leasehold, assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.
- o. "Patrol Zone" shall mean the geographic areas within the District, as mutually agreed upon by the District Chief and the City Manager, in which Patrol Deputy Sheriffs are assigned.
- p. "Law Enforcement Services" shall mean the aggregate of all law enforcement related services provided by BSO as described in the Scope of Law Enforcement Services, set forth in Exhibits A and B of this Agreement.
- q. "Renewal Option" shall mean the time period that the Agreement may be extended; the number of extensions and the means to exercise such option, as set forth in section 2 of these General Conditions.
- r. "Uniformed Deputy" shall mean a District Employee of the BSO who shall also be a uniformed Deputy Sheriff assigned to patrol the District under this Agreement.

2. TERM

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

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

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

3. **DISTRICT CHIEF**

3.1 **District Chief Selection.** The District currently has a District Chief. Should there be a future vacancy in the District Chief position, BSO shall consult with CITY and solicit input prior to the selection of a new District Chief. The selection of a District Chief shall be initiated by BSO selecting three (3) qualified candidates for the position of District Chief. BSO agrees to make such selections in good faith and in the best interest of the District. BSO shall provide the City Manager with written notification of the selected candidates and their qualifications. Within ten (10) calendar days after the City Manager's receipt of such notice, representatives from BSO shall meet with the City Manager to discuss the candidates' qualifications.

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

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

3.4 **Staffing Structure.** The staffing structure for the CITY shall be as set forth in these General Conditions and the Special Terms and Conditions, attached as Exhibit B of this Agreement and may be modified as set forth herein. The Staffing Structure will not be modified except through a written amendment to this Agreement executed by both the CITY and BSO with the same formalities as set forth herein. BSO and the CITY shall work cooperatively to establish the proper balance of experience levels for those BSO employees assigned to the CITY.

3.5 **Deployment.** BSO shall have broad discretion to deploy the staff as necessary to meet the goals and objectives of the CITY. The District Chief's discretion regarding the deployment of the personnel shall be exercised with the intent of providing the most effective law enforcement services to the CITY pursuant to the terms and conditions of this Agreement. The District Chief will keep the City Manager informed of the deployment of such personnel through weekly staff meetings and as requested by the City Manager. During such meetings, the City Manager and District Chief will discuss the results of previous deployments, alternative deployment strategies and the benefits and risks associated with each strategy.

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

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

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

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

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

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

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

3.12 Employment Responsibilities. All District Employees performing Law Enforcement Services under this Agreement shall be and remain BSO employees, and such employees shall not be considered employees of the CITY for purposes of pension benefits, insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, the Parties understand and agree that the CITY shall not have any liability for direct payment of any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, workers' compensation (Chapter 440, Florida Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any District Employee whatsoever, arising out of BSO's employment of such persons and such persons' performance of Law Enforcement Services under this Agreement. The CITY and BSO understand and agree that all costs, including the employment related costs, are included in the

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

3.13 Annual Review and Modification of Staffing Structure. As part of the CITY's annual budgetary process, the Parties may evaluate BSO's staffing structure provided under this Agreement to determine whether the current staffing level and composition adequately meets the CITY's goals and objectives. In the event either Party determines the need for such staffing level or composition to be adjusted, BSO will provide staffing recommendations for review by the City Manager and the District Chief. If both Parties agree to the recommended staffing changes, this Agreement shall be modified through an amendment executed by both the CITY and BSO with the same formalities as contained herein, which shall reflect the agreed upon staffing change(s) and a compensation adjustment based on actual cost of the staffing change(s).

In addition to the annual review, either the City Manager or District Chief may request a staffing adjustment at any time during the year. Upon making such request, the City Manager and the District Chief shall confer and mutually agree to any such staffing changes, provided however, that this Agreement shall be modified through an amendment executed by both the CITY and BSO with the same formalities as contained herein, which shall reflect the agreed upon staffing change(s) and a compensation adjustment based on actual cost of the staffing change(s).

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

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

3.15 Transfers, Reassignment or Layoffs. Except as herein provided, transfers of BSO personnel providing Law Enforcement Services under this Agreement in and out of the District may result from employees exercising seniority rights pursuant to the collective bargaining agreement in the event of layoffs at the Broward Sheriff's Office. BSO Personnel transferred or reassigned out of the CITY shall be replaced as soon as reasonably practicable.

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

3.15.2 Transfers – City Right. Except for the District Chief, which is covered in Section 3 of these General Terms and Conditions, the City Manager shall have the right to request the

transfer of BSO personnel out of the CITY, which shall not be arbitrary or capricious. The request must be sent to the District Chief in writing setting forth the name of the employee, employee's rank and the reason for the request. The request must be approved in writing by BSO, however such approval shall not be unreasonably withheld, nor shall a decision to refuse the City's request be arbitrary or capricious. BSO shall notify the CITY in writing as to whether BSO approves of the Transfer Request within 5 business days of receipt of the Transfer Request. If BSO fails to notify the CITY within 5 business days of the Transfer Request, the Transfer Request shall be deemed approved. If BSO approves the Transfer Request, the employee shall be transferred out of the District as soon as reasonably possible.

4. **AUTHORIZATION OF POLICE POWERS.**

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

5. **QUARTERLY GOALS AND OBJECTIVES**

5.1 **Quarterly Goals.** On a quarterly basis (on or about October 1st and January 1st, April 1st and July 1st) or as requested by the City Manager, the District Chief shall meet with the City Manager to discuss BSO's performance of the Law Enforcement Services within the CITY occurring during the previous three (3) month period, and the costs for such services. Not less than seven (7) day prior to such meeting, the District Chief shall provide the City Manager with a report or data compilation containing the following:

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

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

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

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

6. **REPORTS**

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

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

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

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

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

7. **CONSIDERATION**

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

annual wages, taxes, pension and health insurance costs associated with each employee will be determined based upon factors such as contractual wage increases, FICA rates and maximums, pension rates (as dictated by the applicable plan) and proposed health insurance rates. If there are any vacant positions in February, the budgeted cost of the vacant positions for the upcoming fiscal year will be calculated based upon the prevailing budgeted cost for the BSO Employee positions within the same job classifications filled in February.

- e. The CITY and BSO will negotiate in good faith any adjustments to the Consideration. The Parties recognize and acknowledge that time is of the essence in resolving this issue.
- f. If BSO and the CITY are able to reach an agreement regarding the consideration, the CITY will pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month.
- g. BSO shall reimburse or provide a credit to the CITY for any payment received from the Broward County School Board for School Resource Deputies.
- h. The CITY and BSO understand and acknowledge that staffing vacancies will occur throughout the term of this Agreement; however it is the intent of both the CITY and BSO to work cooperatively towards reducing vacancies and thus increasing the number of deputies working within the District.
- i. BSO shall have the right to temporarily fill any vacancy within the CITY, through temporary staffing or overtime, provided the vacant position is filled by a BSO employee that possess skills, training and experience at least equivalent to the absent BSO Employee. BSO will educate any temporary staff assigned to the District with respect to the general make-up of the CITY and its geographic areas, its industrial, business and residential composition and its crime trends.
- j. The Parties recognize that the CITY has no right of setoff or to reduce the consideration payable to BSO by amounts in dispute absent a mutual written agreement of the Parties.
- k. In the event that the SHERIFF subsequently enters into an agreement, amends the agreement or renews an agreement with a municipality or Broward County for law enforcement services (an "Eligible Agreement"), the SHERIFF shall post the Eligible Agreement on the SHERIFF's web site within 10 business days of execution thereof. If the CITY reasonably determines that the Eligible Agreement overall includes consideration terms that are more beneficial than the terms set forth herein (except for terms relating to grant funding designated for a particular municipality or Broward County, which are excluded from this Section), then the CITY shall be entitled to (i) the incremental dollar value of the more beneficial term(s), which shall be calculated in the same manner and methodology as used to calculate the estimated actual costs for the CITY and all other municipalities. The Parties acknowledge that the SHERIFF may implement different

operational programs and units in different customer jurisdictions based on the operational requirements of such jurisdictions.

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

8. **VEHICLE MARKINGS**

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

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

- a. All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for and forwarded to the CITY pursuant to Florida Statutes, Section 943.25, may be assigned over to the BSO and used by the District for the law enforcement education purposes authorized in the statute. Apart from such funds and except for the provisions set forth in subsection 10(k) of these General Terms and Conditions, Grant Funds and Miscellaneous Revenues, BSO will have no claim or right to any other monies or things of value that the CITY receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with law enforcement activities.
- b. The CITY and BSO do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair the CITY's right to the disposition of fines and forfeitures to which the CITY would be entitled, pursuant to Florida Statutes, Section 316.660 as may be amended from time to time, or as to proceeds and forfeitures arising under the sale or disposition of unclaimed property or under any statutory or common law proceeding to which the CITY would otherwise be entitled, except as limited herein.
- c. The CITY and BSO agree that BSO shall be responsible for determining whether asset forfeiture proceedings for property seized through the active participation of District personnel shall be initiated, except as otherwise indicated herein. Any state law forfeiture actions filed under Chapter 932, Florida Statutes, for property seized within the CITY through active participation of District personnel shall be initiated and managed by BSO, which shall have sole discretion to determine legal strategy and litigation resolution based upon the best interests of the CITY and BSO. Asset forfeitures seized utilizing Federal law will be managed pursuant to Federal Regulations. Awarded Federal forfeiture funds shall be equitably distributed by the applicable Task Force Memorandum of Understanding, less any costs as described in paragraph 9(h) herein, and any funds allocated for the CITY's share

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

- d. BSO agrees that any currency seized through active participation of the District's personnel, pursuant to Chapter 932 of the Florida Statutes, and subsequently forfeited solely to BSO, shall be deposited into the City's Law Enforcement Trust Fund established by the CITY, less any costs as described in paragraph 10(h) herein. If multiple law enforcement agencies participated in the seizure in the CITY and the CITY is not a part of a task force agreement covering the distribution of awarded fund, the amount of funds distributed to CITY shall be based upon the ratio that the District's personnel's participation bears to the participation of all law enforcement agencies and units that participated in the seizure of the currency/property; otherwise the amount of funds distributed to the City will be based upon the task force agreement. The Funds shall be and shall always remain in the ownership of the CITY, and BSO shall not have any right to ownership and control of such Funds, except as to custody of federal asset sharing funds held for CITY's access and use when mandated by federal law. During the term of this Agreement, such Funds may be earmarked for the BSO's use within the confines of the CITY, upon approval of the CITY as follows:
 1. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the City Manager, BSO may apply to the CITY for the use of state Funds, for use within the boundaries of the CITY, if such application is in compliance with Florida Statutes.
 2. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the City Manager, BSO may apply to the County for the use of Federal Funds, for use within the boundaries of the CITY, if such application is in compliance with Federal regulations.
 3. The District Chief shall first submit the request to the BSO's legal counsel for a determination as to whether the request complies with applicable law. If the BSO's legal counsel finds that the request complies with applicable law, the District Chief shall then submit the request, accompanied by a written certification that the request complies with the provisions of §932.7055(4) Florida Statutes, or Federal Regulations to the City Manager and/or County Commission as applicable.
 4. If the request and accompanied written certification are acceptable to the City Manager, the City Manager may place the request and written certification on the agenda for the City Commission's consideration.
 5. Upon appropriation, such funds shall be made available to BSO for its designated use within the confines of the CITY. The CITY shall transfer ownership of any personal property purchased with the Funds to BSO for exclusive use within the District.

- e. The Parties agree that the decision to dispose of or use personal property, other than currency, seized through active participation of the District personnel and subsequently forfeited solely to the CITY under Chapter 932, Florida Statutes, shall be in the sole discretion of the CITY.
1. If the CITY decides to use personal property, other than currency, forfeited to the CITY under Chapter 932, Florida Statutes, the CITY shall reimburse BSO for any costs, as described in paragraph 9(h), below, incurred in the seizure and forfeiture of such property.
 2. BSO shall annually invoice the CITY for all actual costs incurred by BSO in the forfeiture action including, but not limited to, filing fees and advertising costs, and the CITY shall have forty-five (45) calendar days to pay such invoice. BSO shall submit the annual invoice to the CITY on or before September 30th of each fiscal year.
 3. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the City Manager, BSO may apply to the CITY to use such personal property either within or outside the CITY, and if approved by the CITY, BSO may use such personal property in accordance with such approval, however BSO shall then be responsible for all costs incurred in the forfeiture of that personal property.
 4. In the event BSO disposes of the property prior to termination of this Agreement, BSO shall allocate the net proceeds from the disposition to the CITY's Law Enforcement Trust Fund.
 5. In the event that this Agreement is terminated and such property is still in use by BSO within or outside the CITY, such property shall be turned over to the CITY.
 6. If the CITY decides to dispose of personal property, other than currency, forfeited to the CITY under Chapter 932, Florida Statutes, or federal law, proceeds of the sale of such property, less costs as described in paragraph 10(h) herein, shall be deposited in the CITY's Law Enforcement Trust Fund, or held by BSO for City's account and use as required by federal law. Proceeds from the sale of property deposited in the CITY's Law Enforcement Trust Fund, or held by BSO for the CITY's account and use as required by federal law, may be designated for BSO's use within the confines of the CITY, in the same manner as provided in subsection 10(d) above.
 7. If the personal property is approved by the CITY for use by BSO outside of the CITY boundaries, BSO will promptly notify the City Manager of such use.
- f. BSO agrees to notify the CITY of its intent to initiate forfeiture proceedings involving real property seized solely by District staff, prior to the filing of a Complaint for Forfeiture. The CITY shall notify BSO within five (5) business days of any objections it has related to the impending forfeiture proceeding. In the event, the Parties are unable to reach a mutually

agreed upon decision, the final decision to proceed shall be made by the CITY. The Parties agree that the decision to use or dispose of real property seized within the CITY, through active participation of the District's personnel, and subsequently forfeited solely to the District pursuant to Chapter 932, Florida Statutes, shall be in the absolute and sole discretion of the CITY.

1. If the CITY decides to dispose of such real property, proceeds from the sale of the real property shall be deposited into the CITY's Law Enforcement Trust Fund, less any loans, mortgages, liens, costs (as described in subsection 10(h) herein, below) or any other encumbrance on the property incurred by BSO in the seizure, forfeiture, or sale of such property. Proceeds from the sale of real property deposited in the CITY's Law Enforcement Trust Fund may be designated for BSO's use within the confines of the CITY, in the same manner as provided in subsection 10(d), above.
 2. If the CITY decides to use such real property, the CITY shall reimburse BSO for any loans, mortgages, liens, costs (as described in paragraph 10(h), below) or any other encumbrance on the property incurred by BSO in the seizure and forfeiture of such property. However, prior to filing a forfeiture complaint for real property seized within the CITY, BSO's legal staff shall first consult with the CITY's legal advisor for authorization to proceed with the forfeiture due to the potential for excessive costs to the CITY from mortgages, liens or other encumbrances on the real property. The CITY shall provide BSO with a filing decision on the prospective forfeiture within three (3) business days after obtaining all relevant information from BSO required to adequately evaluate the equity of the seized real property, including, but not limited to, the value of the property and any liens thereon.
 - i. BSO shall invoice the CITY for all actual costs incurred by BSO in the forfeiture action, and the CITY shall have thirty (30) days to pay such invoice.
 - ii. BSO may apply to the CITY to use such real property, and if approved, BSO may use such real property in accordance with such approval.
 - iii. In the event that this Agreement is terminated and such property is still in use by BSO, such property shall be turned over to the CITY.
- g. In the event that real or personal property is seized through active participation of District personnel and the active participation of personnel from other law enforcement agencies, and such property is forfeited to multiple law enforcement agencies pursuant to Chapter 932, Florida Statutes, or federal law, the decision to use or dispose of such property shall be made by agreement of the participating agencies. If such property is sold, the CITY's share of the proceeds of such sale, less costs (governed by applicable task force MOU, or if none, as defined in Section 10(h)) incurred in the seizure, forfeiture, and sale of such property, shall be based upon the ratio that the District's personnel's participation bears to the participation of all law enforcement agencies and units that participated in the seizure

of the property. The CITY's share of proceeds from the sale of such property shall be deposited into the CITY's Law Enforcement Trust Fund, and may be earmarked for BSO's use, in the same manner as provided in subsection 10(d), above.

- h. Any costs incurred in the seizure, forfeiture, or sale of personal or real property seized within the CITY, through active participation of the District personnel and subsequently forfeited shall be paid by the CITY or reimbursed to BSO, in the following priority:
 - 1. Payment of the balance due on any lien on personal or real property preserved by the court in the forfeiture proceedings.
 - 2. Payment of the cost incurred in connection with the storage, maintenance, security, forfeiture proceeding (i.e. court costs, publication costs) and sale of such property.
- i. BSO shall, on a quarterly basis, supply the CITY with a written report of the above-described fines and forfeitures. The report(s) shall include a description and estimate of value of properties seized under the laws of the State of Florida, whether or not disposition thereof has been adjudicated. Moreover, the report(s) shall be amended, from time to time, by reflecting the ultimate disposition of property described in an earlier report(s), and such amendatory report(s) shall be submitted to the CITY within thirty (30) days of the ultimate adjudication with regard to the seizure of the property.
- j. CITY shall be responsible to meet all reporting requirements for all State forfeiture proceeds under federal and state law, and BSO shall provide all necessary information pertaining to same to CITY in a timely manner for such purpose. BSO shall also provide technical assistance to CITY staff if requested with regard to the reporting procedure.
- k. Grant funds and miscellaneous revenues. BSO shall cooperate with the CITY and, to the extent allowable by law, act as the law enforcement agent on behalf of the CITY in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The CITY will make these funds available to the BSO to carry out the intent of the grant program as approved by the granting agency and the CITY. Except as otherwise set forth herein, it is understood by both Parties that all revenues currently received by the CITY as a result of law enforcement activities shall continue to be received by the CITY as previously mentioned herein or as may be added in the future. This shall include, but not be limited to, towing fees per the CITY'S current agreement.

10. TOWING

10.1 City Agreement with Local Towing Vendor. It is recognized that the CITY may enter into a towing agreement with a local vendor. From time to time, BSO, through its agents or employees, investigates traffic cases and/or fatalities which require stringent custodial procedures where criminal evidence is involved. If the CITY enters into a towing agreement with a local vendor, BSO will honor

the CITY's agreement for tows occurring within the municipal boundaries of the CITY; provided however, that the vendor meets all of BSO's specifications with regards to maintaining criminal evidence in the above-described cases; BSO vehicles assigned to the CITY or in need of towing within the CITY are towed by the vendor at no cost to BSO; vendor provides towing and storage services for property with evidentiary/investigative holds at no cost to BSO and the owner; and the vendor lists BSO as an additional insured on insurance policies meeting the specifications of BSO's Risk Administrator.

10.2 BSO Reservation of Right. BSO reserves the right to use another vendor to tow if the CITY's vendor fails to comply with the BSO specifications, refuses to tow BSO vehicles as described above at no cost, or fails to list BSO as an additional insured. Further, BSO also reserves the right to continue to use towing services other than those of the CITY's vendor with regard to all confiscations/forfeiture cases occurring within the CITY.

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

11. INSURANCE

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

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

BSO shall maintain these insurance policies throughout the Term. BSO shall provide the CITY with copies of the insurance policies required hereunder and all renewals thereof. The costs of all these insurance policies shall be the sole obligation of BSO; however the CITY understands and acknowledges that the cost of this coverage is allocated to the CITY through the consideration set forth in the Special Terms and Conditions of this Agreement.

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

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

12. DEFAULT

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

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

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

12.1.3 Other Performance. Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the Services) or to cure any misrepresentation or breach of any representation or warranty herein within thirty (30) days after receipt by the Defaulting Party of written notice of such failure, misrepresentation or breach; or

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

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

12.2.1 Terminate this Agreement pursuant to Section 14 herein; or

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

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

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

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

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

13. TERMINATION

13.1 Termination and Notice. Either Party may terminate this Agreement at its discretion either with or without cause, by giving written notice thereof to the other Party; provided the other Party has no less than ninety (90) days prior written notice of such termination. At the expiration of

the ninety (90) day notice period as described in the preceding provision, the transition period as set forth in subsection C of this Section 13 shall commence.

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

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

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

14. **INDEMNIFICATION**

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

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

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

15. **NO CONTRACTOR RELATIONSHIP**

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

attached to Exhibit A of this Agreement, subject to the terms and conditions of this Agreement. As an independent contractor, BSO shall have discretion and operational oversight regarding the manner and means in which the Law Enforcement Services will be provided to the CITY, unless otherwise provided herein. Notwithstanding BSO's independent contractor status hereunder, BSO and the District Employees shall have the power and authority granted by the CITY pursuant to Section 5 of this Agreement.

16. NO PARTNERSHIP

16.1 No Employment, Joint Venture, Partnership or Agency Relationship. The relationship between the CITY and BSO shall be solely as set forth herein. Neither Party shall be deemed the employee, agent, partner or joint venture relationship with or of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other or to do any other thing on behalf of the other, except as specifically set forth herein. Neither the CITY nor BSO will have or attempt to exercise any control or direction over the methods used by the other the Law Enforcement Services required under this Agreement. The respective employees, agents and representatives of each of the CITY and BSO shall remain each respective Party's own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from the other. The CITY and BSO understand and agree that each shall assume full responsibility for their own respective compliance with any and all Applicable Laws.

17. REPRESENTATIONS AND WARRANTIES OF CITY

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

17.1.1 The CITY is and will remain duly organized, validly existing and in good standing under the laws of the State of Florida, has and will retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action on behalf of the CITY has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.

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

17.1.3 Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which the CITY is a party or by which the CITY is bound, (b) results in the violation by the CITY of any provision of any Applicable Law applicable to the CITY or to which the CITY may be subject, (c) violates or conflicts with any charter or other document governing the actions of the CITY, or (d) requires the CITY to obtain or make any consent, authorization, approval, registration or filing under Applicable Law

or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The CITY is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

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

18. REPRESENTATIONS AND WARRANTIES OF BSO

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

18.1.1 The Sheriff is the duly elected or appointed, qualified and incumbent Sheriff of Broward County, Florida, has and will retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this Agreement and to perform the Law Enforcement Services pursuant to the terms of this Agreement and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;

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

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

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

18.1.5 No representation or warranty made by BSO herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole

contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

18.2 No Modification or Set-Off. The Parties recognize that neither Party has the right to modify the terms and conditions of this Agreement (i.e. staffing, consideration), unless such modification is mutually agreed upon through a formal written amendment. Additionally, neither Party shall have the right of setoff nor the right to reduce its contractual obligation to the other Party by amounts in dispute absent a mutual written agreement of the parties, except as otherwise provided herein.

19. INTERPRETATION

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

20. ACCOUNTING TERMS

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

21. CROSS REFERENCES

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

22. MUTUAL DRAFTING

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

23. NOTICE

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

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

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

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

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

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

BSO: Office of General Counsel
Broward County Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, FL 33312

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

24. **NON-ASSIGNABILITY**

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

25. **NO THIRD PARTY BENEFICIARIES**

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

26. **TIME OF THE ESSENCE**

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

27. **ENTIRE AGREEMENT**

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

This Agreement may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the Parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective successors and permitted assigns. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

28. **APPLICABLE LAW**

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

29. **WAIVER OF RIGHTS**

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

30. **SEPARABILITY**

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

exercise any other right or remedy available to the Non-Defaulting Party under this Agreement or by law or equity.

31. **WAIVER**

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

FIRST AMENDMENT TO THE AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT FOR LAW ENFORCEMENT SERVICES dated the 24th day of June, 2022, is made by and between the City of Lauderdale Lakes, Florida (hereinafter referred to as the "CITY") and the Broward Sheriff's Office (hereinafter referred to as "BSO")

WITNESSETH:

WHEREAS, on or about December 8, 2020, the CITY contracted with the Broward Sheriff's Office for the provision of law enforcement services, and

WHEREAS, the Parties are desirous of adjusting the staffing structure to reclassify an Administrative Aide position to a Crime Analyst position, and correct a scrivener's error in the original Exhibit B, 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, the parties hereto agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. Exhibit B is modified as reflected on the attached Exhibit B. The Administrative Aide position is reclassified as a Crime Analyst position. The consideration reflected on Exhibit B will be modified accordingly. The number of total personnel is corrected to reflect the actual number of positions being charged to the City.
3. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effort.

INTENTIONALLY LEFT BLANK

**FIRST AMENDMENT TO THE AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN THE CITY OF LAUDERDALE LAKES, FLORIDA AND THE BROWARD
SHERIFF'S OFFICE**

CITY:

ATTEST:


VENICE HOWARD, MPA, CMC
CITY CLERK

(SEAL)

CITY OF LAUDERDALE LAKES

By: 
HAZELLE P. ROGERS.
MAYOR

Dated: 6/14/2022

By: 
PHILIP A. ALLEYNE
CITY MANAGER

Dated: 6/14/2022

APPROVED AS TO FORM:


SIDNEY C. CALLOWAY
CITY ATTORNEY

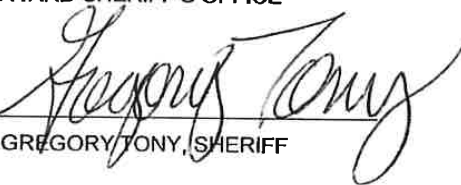
H:\ee\contracts\lauderdale lakes first amendment 4-27-22

**FIRST AMENDMENT TO THE AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN THE CITY OF LAUDERDALE LAKES, FLORIDA AND THE BROWARD
SHERIFF'S OFFICE**

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

BSO:

BROWARD SHERIFF'S OFFICE

By: 
GREGORY TONY, SHERIFF

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

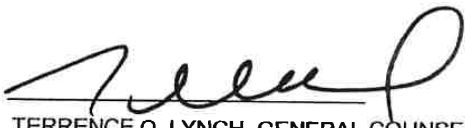
By: 
TERRENCE O. LYNCH, GENERAL COUNSEL
LF

EXHIBIT A TO THE FIRST AMENDMENT

SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions have been agreed upon by and between the CITY and SHERIFF OF BROWARD COUNTY (BSO):

CITY:	City of Lauderdale Lakes, a Florida municipal corporation		
EFFECTIVE DATE OF AGREEMENT	October 1, 2020		
FIRST YEAR:	October 1, 2020 – September 30, 2021		
TERM:	October 1, 2020 – September 30, 2025		
RENEWAL OPTION:	Renewable for one (1), five (5) year term upon the City and BSO agreeing to such renewal and the terms and conditions thereto.		
POLICE STAFFING STRUCTURE:	Position		
	Position		
	Executive Lieutenant		1
	Lieutenant		1
	Sergeant		5
	Deputy Sheriff		35
	Motorcycle Deputy		1
	Community Service Aide		2
	Crime Analyst		1
	Total General Fund Personnel		46
	COPS Grant Deputy Sheriffs		2
	Utilizing the personnel above, the District Chief shall have the responsibility to staff positions as appropriate, including Criminal Investigations, Selective Enforcement Team, and School Resource Deputies, in the best interest of the District.		
	Upon the expiration of the COPS Grant, the two deputy sheriff positions will be added into the General Fund Staffing complement. A new Exhibit B will be provided to the CITY with the revised staffing levels and consideration.		
	This staffing structure is contingent upon the continued approval from the County Commission to merge resources with regional county resources at a mutually agreed upon sharing of costs.		

POLICE CONSIDERATION RESULTING FROM THIS AMENDMENT:	TBD
POLICE HEADQUARTERS ADDRESS:	200 Northwest 27 th Ave. Ft. Lauderdale, FL 33311
POLICE/CODE SUBSTATION ADDRESS:	4300 Northwest 36 th Street Lauderdale Lakes, FL 33319
CODE ENFORCEMENT:	NO
FUEL SITE:	NO
NOTICE CITY ADDRESS:	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 CITY: c/o City Attorney Lauderdale Lakes City Hall 4300 Northwest 36th Street Lauderdale Lakes, FL 33319
Additional Services	<u>Law Enforcement</u> 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 Chief or the 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 on agreed upon days and hours and in the absence of the CSA, BSO will make a good faith effort to staff the front desk with volunteers.

Town Clerk

From: Town Attorney
Sent: Tuesday, August 16, 2022 9:30 AM
To: Futch, Lee; Lynch, Terrence
Cc: JC Jimenez
Subject: RE: proposed BSO police services agreement Pembroke Park

Thank you!

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Tuesday, August 16, 2022 9:30 AM
To: Town Attorney <townattorney@tppfl.gov>; Lynch, Terrence <Terrence_Lynch@sheriff.org>
Cc: JC Jimenez <jcjimenez@tppfl.gov>
Subject: RE: proposed BSO police services agreement Pembroke Park

Draft fire agreement attached.

WARNING: This email originated from outside of the Town of Pembroke Park Organization. Do not click links/images or open attachments unless you recognize the sender and know the content is safe.

Town Clerk

From: Town Attorney
Sent: Tuesday, August 16, 2022 8:19 AM
To: Futch, Lee; Lynch, Terrence
Cc: JC Jimenez
Subject: RE: proposed BSO police services agreement Pembroke Park

Ok, thanks. When will I be able to see your comments on the fire agreement?

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Monday, August 15, 2022 4:14 PM
To: Town Attorney <townattorney@tppfl.gov>; Lynch, Terrence <Terrence_Lynch@sheriff.org>
Subject: RE: proposed BSO police services agreement Pembroke Park

Melissa - Our proposal remains the same. One year with a 180 day termination for convenience.

Our contracts run for the fiscal year. As you know, the contract has two exhibits. Exhibit A contains terms specific to the Town of Pembroke Park. Exhibit B contains general terms to all contracted municipalities. We do it that way for transparency so that each contract partner is treated as the others. We have "me too" clauses and once we begin making changes to the general terms that may open up other unintended consequences.

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Town Clerk

From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Monday, August 15, 2022 4:14 PM
To: Town Attorney; Lynch, Terrence
Subject: RE: proposed BSO police services agreement Pembroke Park

Melissa - Our proposal remains the same. One year with a 180 day termination for convenience.

Our contracts run for the fiscal year. As you know, the contract has two exhibits. Exhibit A contains terms specific to the Town of Pembroke Park. Exhibit B contains general terms to all contracted municipalities. We do it that way for transparency so that each contract partner is treated as the others. We have "me too" clauses and once we begin making changes to the general terms that may open up other unintended consequences.

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Town Clerk

From: Town Attorney
Sent: Monday, August 15, 2022 1:24 PM
To: Futch, Lee; Lynch, Terrence
Subject: RE: proposed BSO police services agreement Pembroke Park

Ok so let's make it go to the end of the next fiscal year?

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Monday, August 15, 2022 1:19 PM
To: Town Attorney <townattorney@tppfl.gov>; Lynch, Terrence <Terrence_Lynch@sheriff.org>
Subject: RE: proposed BSO police services agreement Pembroke Park

Melissa – those are two separate fiscal years. The County fronts BSO the money for the fiscal year to fund operations. The Town then pays BSO one twelfth per month. We already have established the consideration for next year. Essentially it would now be an eleven month contract instead of the entire year. We don't have time to go back to the County at this point and rework the consideration for next year to be in effect by September 1.

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Town Clerk

From: Town Attorney
Sent: Monday, August 15, 2022 12:13 PM
To: Futch, Lee
Cc: Lynch, Terrence; rdabneydonovan@pdtppfl.gov; JC Jimenez; David Howard
Subject: Mutual Aid Agreement, Fire Services agreement

1. I am preparing the Mutual Aid agreement between BSO and our Town police force to be placed on the next voting agenda. Paragraph 5 sets forth the cities which currently have a mutual aid agreement with BSO and references that the term is 2019 to 2028. Will the Town be added on to this agreement or will we be executing our own mutual aid agreement with BSO?
2. I still need to see the marked up Fire Services Agreement with BSO. Please provide at your earliest convenience. My next agenda deadline is tomorrow.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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Town Clerk

From: Town Attorney
Sent: Monday, August 15, 2022 8:48 AM
To: Futch, Lee; Lynch, Terrence
Cc: JC Jimenez; Town Clerk
Subject: proposed BSO police services agreement
Attachments: bso interim contract_08152022.doc; BSO POLICE Pembroke Park Exhibit B_mpa_08152022.docx; BSO POLICE EXHIBIT A_MPA_08152022.docx

Importance: High

Lee and Terrence,

I have attached the proposed BSO agreement which I have tweaked to begin SEPTEMBER 1 of this year. Honestly, guys, I don't see why it matters if it starts September 1 or October 1. You will still get your check from us.

Please review and let me know your thoughts. I need to hear back soon as if we are going to put this on for approval we will need to do a special meeting next week, which means we need to advertise this week.

As always, thank you.
Melissa

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT FOR POLICE SERVICES, dated the ____ day of _____, 2022, is made by and between the Town of Pembroke Park, Florida, (hereinafter referred to as the "TOWN") and Gregory Tony, as Sheriff of Broward County (hereinafter referred to as "BSO").

WITNESSETH:

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

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

WHEREAS, the TOWN is forming its own municipal police department which shall launch in February of 2023, but until the formal launch of its own police department, the Town wishes to provide for daily police services through contractual agreement; and

WHEREAS, this Interim Agreement shall take effect September 1, 2022 and shall supersede the existing Agreement between BSO and the Town; and

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

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

1. The above recitals are true and correct and incorporated herein by reference.
2. This Agreement shall supersede the existing Agreement with BSO and shall commence September 1, 2022. The Agreement is comprised of this document, the Special Terms and Conditions set forth in Exhibit A, which is attached and incorporated herein, and the General Terms and Conditions that are set forth in Exhibit B, which is also attached and incorporated herein.
3. In the event there is a conflict between the General Terms and Conditions and the Special Terms and conditions, the Special Terms and Conditions shall be controlling.

**AGREEMENT FOR POLICE SERVICES BETWEEN THE TOWN OF PEMBROKE
PARK AND GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA**

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

BSO:

SHERIFF OF BROWARD COUNTY

By: _____
GREGORY TONY, Sheriff

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

By: _____
TERRENCE O. LYNCH, General Counsel

**AGREEMENT FOR POLICE SERVICES BETWEEN THE TOWN OF PEMBROKE
PARK AND GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA**

TOWN:

TOWN OF PEMBROKE PARK

ATTEST:

MARLEN D. MARTELL
Town Clerk

By: _____
GEOFFREY JACOBS
Mayor

Dated: _____

(SEAL)

By: _____
JC JIMENEZ
Town Manager

Dated: _____

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

MELISSA P. ANDERSON
Town Attorney

EXHIBIT B

POLICE SERVICES GENERAL CONDITIONS

1. DEFINITIONS

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

- a. Agreement. "Agreement" shall mean this Agreement for Police Services between the TOWN 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 Sheriff of Broward County, Florida.
- d. TOWN. "TOWN" shall mean the Town that has contracted with BSO for Police Services pursuant to this Agreement and is identified in the Special Terms and Conditions.
- e. Town Boundaries. "Town Boundaries" shall mean the area within the municipal boundaries of the TOWN, as shown in the Special Terms and Conditions of this Agreement.
- f. Town Manager. "Town Manager" shall mean the duly appointed and validly existing Town Manager of the TOWN, or person acting in the capacity of Town Manager shall have the same authority as that of the Town Manager.
- g. Consideration. "Consideration" shall mean the monthly payment and other amounts payable by the TOWN hereunder in consideration of the Services performed by BSO, as set forth herein.
- h. District. "District" shall mean (a) the Town Boundaries, the City of West Park, or (b) the Annexed TOWN Boundaries on the date the TOWN's annexation plan becomes effective after the Florida Legislature approves such annexation plan, provided BSO has received the required notification thereof as set forth herein (c) any additional geographic area to be serviced by the District employees based upon a mutual written agreement of the TOWN and BSO.
- i. District Chief. "District Chief" shall mean the individual responsible for supervising all law enforcement employees and law enforcement activities within the District. The District Chief shall be the rank of Captain. The District Chief shall serve as the liaison between TOWN and BSO.

- j. District Employees. "District Employees" shall mean BSO employees permanently assigned to the District who possess the necessary qualifications and experience to provide police and support services.
- k. Effective Date. "Effective Date" shall mean the date in which the Agreement is to commence. The Effective Date is set forth in the Special Terms and Conditions of this Agreement.
- l. Facilities are listed in the Special Terms and Conditions of this Agreement.
- m. 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.
- n. Patrol Zone shall mean the geographic areas within the District, as mutually agreed upon by the District Chief and the Town Manager, in which Patrol Deputy Sheriffs are assigned.
- o. Police Services Center. "Police Services Center" shall mean the premises utilized by the TOWN or the City of West Park in which the BSO command staff assigned to the District maintains their offices. The address of the Police Services Center is set forth in the Special Terms and Conditions of this Agreement.
- p. Police Services. "Police Services" shall mean the aggregate of all police related services provided by BSO pursuant to this Agreement.
- q. Term. "Term" shall mean the length of this Agreement and any extensions thereto.
- r. Uniformed Deputy. "Uniformed Deputy" shall mean a uniformed Deputy Sheriff employed by BSO who patrols the District.

2. **STAFFING**

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

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

- b. **Deletions and Additions.** The TOWN and CITY shall have the right to unilaterally delete services upon no less than sixty (60) calendar days prior written notice, and such deletions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly based on actual cost of the service. If, in BSO's opinion, the requested deleted services (i.e. staffing levels) would negatively impact the safety of BSO's employees or the community, the parties shall collaborate to resolve the issue to their mutual

satisfaction. The TOWN and CITY may add services, as mutually agreed upon by both parties, and such additions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly.

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

d. **Deployment.** BSO shall have the discretion to deploy District Employees as necessary to meet the goals and objectives of the TOWN. The cost of such deployment is included in the yearly consideration.

The District Chief's discretion regarding the deployment of the personnel shall be exercised with the intent of providing the most effective police services to the TOWN pursuant to the terms and conditions of this Agreement. The District Chief shall keep the Town Manager informed of the deployment of such personnel through weekly staff meetings and as requested by the Town Manager.

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

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

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

g. **Employment Responsibilities.** All District Employees shall be and remain BSO employees, and such employees shall not be considered employees of the TOWN for purposes of pension benefits, (except if previously a member of Town's pension system) insurance benefits, civil service benefits, compensation and/or any status or right. The TOWN and BSO understand and acknowledge that all costs, including the employment related costs, are included in the consideration payable by the TOWN to BSO in accordance with this Agreement.

h. **Staffing Review and Modifications.** As part of the TOWN's annual budgetary process, BSO shall evaluate the Staffing requirements for the TOWN to determine if the current staffing level and composition adequately meets the TOWN's goals and objectives. If BSO believes the staffing requirements need to be adjusted, BSO shall provide staffing recommendations to the TOWN Manager for review. If both parties agree to the recommended staffing changes, this Agreement shall be modified through an amendment

executed by both the TOWN and BSO with the same formalities as contained herein, which shall reflect the agreed upon staffing change(s) and a compensation adjustment based on actual cost of the staffing change(s).

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

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

i. **Transfers – BSO’s Rights.** BSO shall have the right to transfer any Employee out of the District. The Town Manager shall be kept informed of all transfers within five (5) calendar days.

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

j. **Transfers – TOWN Right.** Except for the District Chief, which is covered in Section 9 of these General Terms and Conditions, the Town Manager shall have the right to request the transfer of BSO personnel out of the TOWN, which shall not be arbitrary or capricious. The request must be sent to the District Chief in writing setting forth the name of the employee, employee’s rank and the reason for the request (the “Transfer Request”). The Transfer Request must be approved in writing by BSO, however such approval shall not be unreasonably withheld. BSO shall notify the TOWN in writing as to whether BSO approves of the Transfer Request within 5 business days of receipt of the Transfer Request. If BSO fails to notify the TOWN within 5 business days of the Transfer Request, the Transfer Request shall be deemed approved. If BSO approves the Transfer Request, the employee shall be transferred out of the District as soon as reasonably possible but in no event more than 30 days after BSO approves the Transfer Request. An employee transferred out of the District at the request of the TOWN shall not be reassigned to the TOWN without TOWN approval.

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

l. **Replacements.** Any Personnel transferred or reassigned out of the TOWN shall be replaced as soon as practicable.

m. **Staffing Continuity.** The TOWN and BSO recognize the importance of combining the efforts and resources of BSO and the TOWN in order to have a positive impact on reducing neighborhood crime, helping to reduce any community fears regarding crime and thus

enhancing the quality of life throughout the TOWN. It is further recognized that such a collaborative effort requires law enforcement personnel that have intimate knowledge of the community. In furtherance of such objective, BSO shall make every reasonable effort to maintain the continuity of BSO law enforcement personnel assigned to the District, subject to the transfer provisions set forth herein and to develop and implement community policing initiatives.

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

3. **ASSIGNMENT OF POLICE POWERS**

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

4. **GOALS AND OBJECTIVES**

As requested by the Town's Manager, the District Chief shall meet with the Town Manager to discuss law enforcement activities within the TOWN. At such meeting, the District Chief shall present the Town Manager with information regarding the following:

- a. Calls for service by time of day, geographic location, date and type of call;
- b. Reported incidents, criminal and non-criminal;
- c. Number and types of arrests;
- d. Traffic crashes;
- e. Traffic citations;
- f. Staffing levels, Vacancies and Transfers;
- g. Community Policing Initiatives;
- h. Response time reports, citizen complaints and their status/disposition;
- i. BSO's Year-To-Date Budget Versus Actual Cost - Line Item Report, which shall include, but not necessarily be limited to, the budgeted amount, expenditures, encumbrances and remaining balance for each line item within the budget. The Town Manager may

reasonably request documentation necessary to substantiate any of the costs included on such Report; and

- j. Any additional information requested by the Town Manager.

5. **REPORTS**

BSO shall provide reports upon request to the Town Manager that include the following information:

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

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

BSO shall provide the TOWN with detailed reports indicating budget amounts, year to date expenditures, variances, etc., upon request to the District Chief. BSO shall develop and maintain a strategic plan for law enforcement services provided to the TOWN.

6. **CONSIDERATION**

- a. For the period from the Effective Date through September 30, 2022, the annualized consideration shall be as it was set forth in the agreement immediately preceding this Agreement and also in Exhibit A ("Special Terms and Conditions), which was \$_____. Beginning October 1, 2022 through September 30, 2023, the annualized consideration amount and the monthly payment amount for police services shall be as set forth in the Special Terms and Conditions, payable on the 1st of each month. Should County requirements for payments remitted by SHERIFF change to the 15th of the month then such change shall apply to the TOWN as well.
- b. 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 TOWN and BSO will negotiate in good faith any adjustments to the Consideration. The parties recognize and acknowledge that time is of the essence in resolving this issue.
- c. For purposes of calculating the budget for Personnel Services, the District Employees assigned to the District in February of each year shall be the employees used to calculate the budget for the upcoming fiscal year, which is due to the TOWN on May 15th as set forth above. The annual wages, taxes, pension and health insurance costs associated with each employee shall be determined based upon factors such as contractual wage increases, FICA rates and maximums, pension rates (as dictated by the applicable plan) and proposed health insurance rates. If there are any vacant positions on the payroll period in February, the budgeted cost of the vacant positions for the upcoming fiscal year shall be calculated based

upon the prevailing budgeted cost of the BSO's Employees within the same job classification.

- f. If BSO and the TOWN are able to reach an agreement regarding the consideration, the TOWN shall pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month.
- g. The parties recognize that the TOWN has no right of setoff or to reduce the consideration payable to BSO by amounts in dispute absent a mutual written agreement of the parties.
- l. In addition to the consideration being paid by the TOWN to BSO under this Agreement, and pursuant to the Regional Interlocal Agreement Between Broward County and the TOWN Providing for Cooperative Participation in a Regional Public Safety Intranet, the TOWN agrees to pay its pro rata share for BSO's mobile and portable radios and auxiliary equipment to the extent allocated for the District, and all needed repairs and replacements thereto in accordance with the Regional Interlocal Agreement.

7. **VEHICLE MARKINGS**

Each patrol vehicle assigned to the District shall prominently display on the vehicle's exterior, "Pembroke Park/ West Park" in three (3) to six (6) inch lettering, in accordance with the BSO standard vehicle markings.

8. **FACILITIES**

BSO shall use the Police Services Center as its District Headquarters.

9. **DISTRICT CHIEF**

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

The District currently has a District Chief. In the event the position of District Chief becomes vacant, the selection of a District Chief shall be in the discretion of the Town Manager and West Park City Manager and shall be initiated by BSO selecting three (3) qualified candidates for the

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

In the event the TOWN becomes dissatisfied with the performance of the District Chief, the TOWN shall provide notification to BSO. Thereafter, representatives of BSO and the TOWN shall meet to discuss possible remedies of the problems experienced by the TOWN. BSO agrees to act in good faith in resolving any problems experienced by the TOWN. The Town Manager and City Manager may remove the District Chief at any time, without cause.

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

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

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

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

- a. All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for and forwarded to the TOWN pursuant to Florida Statutes, Section 943.25, shall be assigned over to the BSO and used by the District for the law enforcement education purposes authorized in the statute. Apart from such funds and except for the provisions set forth in subsection 10(k) of these General Terms and Conditions, Grant Funds and Miscellaneous Revenues, BSO shall have no claim or right to any other monies or things of

value that the TOWN receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with law enforcement activities.

- b. The TOWN and BSO do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair the TOWN's right to the disposition of fines and forfeitures to which the TOWN would be entitled, pursuant to Florida Statutes, Section 316.660 as may be amended from time to time, or as to proceeds and forfeitures arising under the sale or disposition of unclaimed property or under any statutory or common law proceeding to which the TOWN would otherwise be entitled, except as limited herein.
- c. Asset Forfeiture Proceedings. Sheriff shall be responsible for determining whether asset forfeiture proceedings for property seized within the TOWN through the active participation of Sheriff employees shall be initiated. Any asset forfeiture actions filed under Chapter 932, Florida Statutes, or pursuant to federal law, for property seized within the TOWN through active participation of Sheriff employees, shall be initiated and managed by Sheriff. Sheriff shall have sole discretion to determine legal strategy and litigation resolution based upon the best interests of the District and Sheriff.

Fees for Asset Forfeiture Proceedings. Sheriff's costs for forfeiture proceedings under state law shall be recovered from awarded funds as provided under the Florida Contraband Forfeiture Act. There are no fees under federal law.

Funds – Federal Seizure. Asset forfeitures seized utilizing federal law will be managed pursuant to federal regulations. Awarded federal forfeiture funds shall be equitably distributed by the applicable task force memorandum of understanding, if any, and any funds allocated for TOWN shall be deposited into the Sheriff's Federal Law Enforcement Trust Fund (hereinafter referred to as the "Federal Fund"). The funds in the Federal Fund are held by Sheriff pursuant to federal law for the benefit of operations at the TOWN.

Funds – State Seizure. Any funds seized within the TOWN through active participation of Sheriff's employees pursuant to Chapter 932 of the Florida Statutes, and subsequently forfeited solely to Sheriff, shall be deposited into Town's Law Enforcement Trust Fund, less any costs as provided in the Florida Contraband Forfeiture Act.

Use of Funds. During the Term of this Agreement, the Town Manager may earmark funds held by Sheriff in the Federal Fund or funds held by TOWN for Sheriff's use within the TOWN as follows:

Upon concurrence of the District Chief, with approval of the Sheriff chain of command, Sheriff may apply to TOWN for the use of such Funds within the boundaries of the TOWN, if such application is in compliance with Florida Statutes or federal law, as applicable.

The District Chief shall first submit the request to Sheriff's legal counsel for a determination as to whether the request complies with applicable law. If Sheriff's legal counsel finds that the request complies with applicable law, the District Chief shall then submit the request, accompanied by a written certification that the request complies with applicable law, to the Town Manager.

Upon appropriation, such funds shall be made available to Sheriff for its designated use within the confines of the DISTRICT. County shall transfer ownership of any personal property purchased with the Funds to Sheriff for exclusive use within the TOWN.

Personal Property (Other Than Currency). The decision to dispose of or use personal property seized within the TOWN through active participation of Sheriff employees and subsequently forfeited solely to Town under Chapter 932, Florida Statutes, other than currency that is addressed in Section 13.4 through Section 13.6, shall be in the sole discretion of Town.

If Town decides to use personal property forfeited to Town under Chapter 932, Florida Statutes, other than currency, Town shall reimburse Sheriff for any costs, such as filing fees and/or storage fees, incurred in the seizure and forfeiture of such property.

Upon concurrence of the District Chief, with approval of the Sheriff chain of command, Sheriff may apply to TOWN to use of such personal property either within or outside the DISTRICT, and if approved by the Town Manager.

If this Agreement is terminated, any personal property seized pursuant to this article and used by Sheriff (within or outside the TOWN) shall be returned to TOWN.

If TOWN decides to dispose of personal property forfeited to TOWN under Chapter 932, Florida Statutes, other than currency, the proceeds of the sale of such property shall be deposited in the TOWN Fund. Proceeds from the sale of property deposited pursuant to this section may be designated for Sheriff's use within the confines of the TOWN, in the same manner as provided above.

Real Property. Sheriff agrees to notify TOWN of its intent to initiate forfeiture proceedings involving real property seized solely by Sheriff prior to the filing of a complaint for forfeiture. Within five (5) business days after such notice, TOWN will notify Sheriff of any objections TOWN has related to the impending forfeiture proceeding. If the Parties are unable to reach a mutually agreed upon decision, the final decision to proceed shall be made by TOWN. The Parties agree that the decision to use or dispose of real property seized within the TOWN, through active participation of Sheriff's employees, and subsequently forfeited solely to Sheriff pursuant to Chapter 932, Florida Statutes, shall be in the absolute and sole discretion of TOWN.

If TOWN decides to dispose of such real property, proceeds from the sale of the real property shall be deposited into the Town Fund, less any loans, mortgages, liens, costs (such as filing fees, maintenance, and insurance fees) or any other encumbrance on the property incurred by Sheriff in the seizure, forfeiture, or sale of such property. Proceeds from the sale of real property deposited in the Town Fund may be designated for Sheriff's use within the confines of the TOWN, in the same manner as provided above.

If TOWN decides to use such real property, TOWN shall reimburse Sheriff for any loans, mortgages, liens, costs (as described below), or any other encumbrance on the property incurred by Sheriff in the seizure and forfeiture of such property.

Any costs incurred in the seizure, forfeiture, or sale of personal or real property seized within the TOWN, through active participation of Sheriff employees and subsequently forfeited shall be paid by TOWN or reimbursed to Sheriff, in the following priority:

Payment of the balance due on any lien on personal or real property preserved by the court in the forfeiture proceedings; and then

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

d. Grant funds and miscellaneous revenues. BSO shall cooperate with the TOWN and, to the extent allowable by law, act as the law enforcement agent on behalf of the TOWN in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The TOWN shall make these funds available to the BSO to carryout the intent of the grant program as approved by the granting agency and the TOWN. Except as otherwise set forth herein, it is understood by both parties that all revenues currently received by the TOWN as a result of law enforcement activities shall continue to be received by the TOWN as previously mentioned herein or as may be added in the future. This shall include, but not be limited to, towing fees per the TOWN's current agreement.

11. **FUEL FACILITY**

NOT APPLICABLE

12. **TOWING**

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

13. **INSURANCE**

BSO shall maintain in addition to those policies of insurance required and contemplated elsewhere in this Agreement, general liability, automobile liability, public officials liability, worker's compensation and law enforcement liability insurance policies in the amounts set forth below:

General Liability/Public Officials/Law Enforcement Liability
\$1,000,000 occurrence /\$2,000,000 aggregate

Automobile Liability
\$1,000,000 occurrence/\$2,000,000 aggregate

Worker's Compensation: Statutory.

BSO shall maintain these insurance policies throughout the Term. BSO shall name the TOWN as an additional insured under the General Liability policy. BSO shall provide the TOWN with copies of the insurance policies required hereunder and all renewals thereof. The costs of all these insurance policies shall be the sole obligation of BSO; however the TOWN understands and acknowledges that the cost of this coverage is allocated to the TOWN through the consideration set forth in the Special Terms and Conditions of this Agreement. BSO may provide the insurance required in this Section through a self-insurance program and/or excess policies.

The TOWN shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General Liability and Property coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the TOWN and the BSO in the event of claims related to the Facilities or damage/destruction of Facilities utilized by the BSO under this Agreement. In the event that BSO shall take and bring additional equipment or other property to the facility, BSO does so at its own cost and expense.

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, provided the Defaulting Party is first given written notice with ten (10) calendar days to cure;
 2. Performance of Services. Failure of BSO to perform the Police Services as required herein at any time during the Term;

3. Other Performance. Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the Police Services) or to cure any misrepresentation or breach of any representation or warranty herein within thirty (30) days after receipt by the Defaulting Party of written notice of such failure, misrepresentation or breach;
 4. Bankruptcy of Defaulting Party. Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of the Defaulting Party; or
 5. Default. Failure of the Defaulting Party to perform any covenant, condition, agreement or provision contained in any other agreement or to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.
- b. Upon the occurrence and continuance of a Default by the Defaulting Party, the party not in Default (the "Non-Defaulting Party") may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies:
1. Terminate this Agreement;
 2. Withhold payment or performance under this Agreement until such time as such Default is cured, provided the performance level does not compromise the safety of the public;
 3. Cure such Default and recover the costs thereof from the Defaulting Party;
 4. Seek injunctive relief to enjoin any act of the Defaulting Party in violation hereof;
 5. Seek specific performance of any covenant or obligation of the Defaulting Party hereunder; or
 6. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.

15. **TERMINATION**

This Agreement shall terminate on August 31, 2023. The Town or BSO may terminate this Agreement sooner without penalty and for convenience with 180 days notice to the other Party.

16. **INDEMNIFICATION**

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

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

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

16.4 The parties hereby acknowledge that the consideration and services provided hereunder by each party, one to the other, shall serve as consideration for the indemnification provided under this Agreement. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

17. DISPUTE RESOLUTION PROCESS

17.1 If the parties have any disagreement, dispute, breach or claim of breach, nonperformance, 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 section, 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 appropriate.

17.2 A party will provide a 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 Town Manager will conduct a meeting to attempt to resolve the matter.

17.3. If the District Chief or designated Captain and the Town Manager are unable to reach resolution at the meeting prescribed in subsection 17.2. above, then within five (5) business days

after such meeting, the BSO's Colonel or designee and the Town Manager will meet and attempt to resolve the matter.

17.4 If the BSO's Colonel or designee and the Town Manager are unable to reach resolution at the meeting prescribed in subsection 17.3. above, then within five (5) business days after such meeting or as otherwise agreed, the Sheriff and the Town Manager will meet and attempt to resolve all pending matters of a Dispute. The parties acknowledge that any agreement reached under this subsection may require subsequent approval by the Town Commission and the Sheriff.

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

17.6. 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**

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

19. **NO PARTNERSHIP**

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

20. **REPRESENTATIONS AND WARRANTIES OF TOWN**

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

- a. The TOWN is and shall remain duly organized, validly existing and in good standing under the laws of the State of Florida, has and shall retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action on behalf of the TOWN has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.
- b. This Agreement has been duly executed and delivered by the TOWN and constitutes the valid and legally binding obligation of the TOWN enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which TOWN is a party or by which TOWN is bound, (b) results in the violation by the TOWN of any provision of any Applicable Law applicable to TOWN or to which TOWN may be subject, (c) violate or conflict with any charter or other document governing the actions of TOWN, or (d) require TOWN to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The TOWN is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.
- d. No representation or warranty made by the TOWN herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

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 shall retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;
- b. This Agreement has been duly executed and delivered by BSO and constitutes the valid and legally binding obligation of BSO enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.

- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which BSO is a party or by which BSO is bound, (b) result in the violation by BSO of any provision of any Applicable Law applicable to BSO or to which BSO may be subject, (c) violate or conflict with any charter or other document governing the actions of BSO, or (d) require BSO to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. BSO is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.
- d. BSO has complied and shall comply with all Applicable Laws relating to the performance of the Police Services and the employment of the District Employees.
- e. No representation or warranty made by BSO herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.
- f. The parties recognize that neither party has the right to modify the terms and conditions of this Agreement (i.e. staffing, consideration), unless such modification is mutually agreed upon through a formal written amendment or authorized in accordance with Section 2(b). Additionally, neither party shall have the right of setoff or the right to reduce its contractual obligation to the other party by amounts in dispute absent a mutual written agreement of the parties, except as otherwise provided herein.

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 email or facsimile on a business day addressed to the party to which such notice is directed at its address determined in accordance with this Article with customary confirmation of receipt of such email or facsimile received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

TOWN: See Special Terms and Conditions

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

With a Copy to: Broward Sheriff's Office
Office of the General Counsel
2601 W. Broward Blvd
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 TOWN and BSO hereby submits to such jurisdiction and venue and waives any defense of inconvenient forum in relation hereto.

31. **WAIVER OF RIGHTS**

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

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. **DESCRIPTION OF SERVICES**

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

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

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

- a. Direct Services – are those services that are provided by the District Employees.
- b. Indirect Services – are those BSO-provided Non-District Employee services that are centralized within BSO, but provide benefits throughout Broward County (including the TOWN).
- c. Special Detail Services – are those services offered by BSO pursuant to §30.2905, Florida Statutes, which authorizes BSO to administer a program that allows public and private entities to contract for the services of sheriff's deputies during off-duty hours.

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

Each of these services is detailed further below.

DIRECT SERVICES:

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

- a. *Uniformed law enforcement patrol*

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

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

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

- b. *Other Law Enforcement Services*

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

1. BSO shall provide public education programs;
2. BSO may provide law enforcement action (i.e. DUI checkpoints, drug enforcement initiatives) as determined by the District Chief based on trends and statistics within the TOWN;
3. The District Chief or designee shall attend and participate at Town staff meetings, Town Commission meetings as requested by the Town Manager or designee;
4. Upon the request of a homeowners' association, the District Chief or designee shall attend the association's membership meeting;
5. BSO shall provide the Specific Services, if any, set forth in Exhibit A to this Agreement.

INDIRECT SERVICES:

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

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

The costs of indirect services are allocated to this Agreement.

SPECIAL DETAIL SERVICES

1. BSO shall provide security and traffic detail deputies to support special event activities occurring within the TOWN in accordance with the BSO's Special Details Policies and Procedures. BSO shall cooperate with the TOWN and follow TOWN procedures in the permitting of special events. Special details for which deputies must be dedicated or assigned to an event shall be worked out with the sponsoring agency.
2. BSO will provide special detail services for TOWN sponsored events; however the District Chief, in his/her discretion, will determine whether the services can be provided through the on-duty staff assigned to the District or through a special detail. If in the District Chief's discretion, BSO is able to provide the required level of services with on-duty personnel within the District at the time of the event, the TOWN will incur no additional costs associated with such services; however the TOWN understands and acknowledges that the on-duty personnel may be called to an incident during the TOWN sponsored event. For those TOWN-Sponsored events in which the District Chief determines that BSO is unable to provide the required level of services with on-duty personnel within the District at the time of the event, BSO will provide the required level of services through a special detail and/or overtime and the TOWN will be charged at BSO's special detail rates and/or overtime at the time of the event.

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

COUNTYWIDE SERVICES

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

- a) Regional narcotics investigations;
- b) Career criminal investigation;
- c) Multi-agency gang task force operations;
- d) Marine/dive team;
- e) SWAT team response;
- f) Major investigations to include homicide;
- g) Drug enforcement and money laundering; and
- h) Strategic intelligence functions;
- i) Law enforcement technical support services;
- j) Street crimes enforcement;
- k) Full-service crime lab;
- l) Helicopter patrol and air rescue services;
- m) E-911 (law enforcement dispatch), and subject to the terms and conditions set forth in the E-911 Regional Inter-Local Agreement entered into by the TOWN and the County; and
- n) Any other services, excluding those indirect services listed, BSO generally provides to other law enforcement agencies throughout Broward County, whether they have a contract with BSO or not.

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

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

Should funding from Broward County cease and the E-911 services are not possible, BSO and TOWN will execute an amendment to this Agreement in a timely manner, as necessary to formally address any modification to the Parties' respective obligations and funding costs; however the lack of a formally executed amendment will not change the effective date of such modifications, which will occur on the date funding and/or services ceases. Should funding from

Broward County not fully fund the E-911 services, then BSO and TOWN will execute an amendment to this Agreement in a timely manner, as necessary to formally address any modification to the Parties' respective obligations and funding costs; however the lack of a formally executed amendment will not change the effective date of such modifications, which will occur on the date funding ceases.

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

ADDITIONAL SERVICES:

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

EXHIBIT B

POLICE SERVICES GENERAL CONDITIONS

1. DEFINITIONS

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

- a. Agreement. "Agreement" shall mean this Agreement for Police Services between the TOWN 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 Sheriff of Broward County, Florida.
- d. TOWN. "TOWN" shall mean the Town that has contracted with BSO for Police Services pursuant to this Agreement and is identified in the Special Terms and Conditions.
- e. Town Boundaries. "Town Boundaries" shall mean the area within the municipal boundaries of the TOWN, as shown in the Special Terms and Conditions of this Agreement.
- f. Town Manager. "Town Manager" shall mean the duly appointed and validly existing Town Manager of the TOWN, or person acting in the capacity of Town Manager shall have the same authority as that of the Town Manager.
- g. Consideration. "Consideration" shall mean the monthly payment and other amounts payable by the TOWN hereunder in consideration of the Services performed by BSO, as set forth herein.
- h. District. "District" shall mean (a) the Town Boundaries, the City of West Park, or (b) the Annexed TOWN Boundaries on the date the TOWN's annexation plan becomes effective after the Florida Legislature approves such annexation plan, provided BSO has received the required notification thereof as set forth herein (c) any additional geographic area to be serviced by the District employees based upon a mutual written agreement of the TOWN and BSO.
- i. District Chief. "District Chief" shall mean the individual responsible for supervising all law enforcement employees and law enforcement activities within the District. The District Chief shall be the rank of Captain. The District Chief shall serve as the liaison between TOWN and BSO.

- j. District Employees. "District Employees" shall mean BSO employees permanently assigned to the District who possess the necessary qualifications and experience to provide police and support services.
- k. Effective Date. "Effective Date" shall mean the date in which the Agreement is to commence. The Effective Date is set forth in the Special Terms and Conditions of this Agreement.
- l. Facilities are listed in the Special Terms and Conditions of this Agreement.
- m. 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.
- n. Patrol Zone shall mean the geographic areas within the District, as mutually agreed upon by the District Chief and the Town Manager, in which Patrol Deputy Sheriffs are assigned.
- o. Police Services Center. "Police Services Center" shall mean the premises utilized by the TOWN or the City of West Park in which the BSO command staff assigned to the District maintains their offices. The address of the Police Services Center is set forth in the Special Terms and Conditions of this Agreement.
- p. Police Services. "Police Services" shall mean the aggregate of all police related services provided by BSO pursuant to this Agreement.
- q. Term. "Term" shall mean the length of this Agreement and any extensions thereto.
- r. Uniformed Deputy. "Uniformed Deputy" shall mean a uniformed Deputy Sheriff employed by BSO who patrols the District.

2. **STAFFING**

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

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

- b. **Deletions and Additions.** The TOWN and CITY shall have the right to unilaterally delete services upon no less than sixty (60) calendar days prior written notice, and such deletions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly based on actual cost of the service. If, in BSO's opinion, the requested deleted services (i.e. staffing levels) would negatively impact the safety of BSO's employees or the community, the parties shall collaborate to resolve the issue to their mutual

satisfaction. The TOWN and CITY may add services, as mutually agreed upon by both parties, and such additions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly.

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

d. **Deployment.** BSO shall have the discretion to deploy District Employees as necessary to meet the goals and objectives of the TOWN. The cost of such deployment is included in the yearly consideration.

The District Chief's discretion regarding the deployment of the personnel shall be exercised with the intent of providing the most effective police services to the TOWN pursuant to the terms and conditions of this Agreement. The District Chief shall keep the Town Manager informed of the deployment of such personnel through weekly staff meetings and as requested by the Town Manager.

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

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

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

g. **Employment Responsibilities.** All District Employees shall be and remain BSO employees, and such employees shall not be considered employees of the TOWN for purposes of pension benefits, (except if previously a member of Town's pension system) insurance benefits, civil service benefits, compensation and/or any status or right. The TOWN and BSO understand and acknowledge that all costs, including the employment related costs, are included in the consideration payable by the TOWN to BSO in accordance with this Agreement.

h. **Staffing Review and Modifications.** As part of the TOWN's annual budgetary process, BSO shall evaluate the Staffing requirements for the TOWN to determine if the current staffing level and composition adequately meets the TOWN's goals and objectives. If BSO believes the staffing requirements need to be adjusted, BSO shall provide staffing recommendations to the TOWN Manager for review. If both parties agree to the recommended staffing changes, this Agreement shall be modified through an amendment

executed by both the TOWN and BSO with the same formalities as contained herein, which shall reflect the agreed upon staffing change(s) and a compensation adjustment based on actual cost of the staffing change(s).

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

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

i. **Transfers – BSO’s Rights.** BSO shall have the right to transfer any Employee out of the District. The Town Manager shall be kept informed of all transfers within five (5) calendar days.

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

j. **Transfers – TOWN Right.** Except for the District Chief, which is covered in Section 9 of these General Terms and Conditions, the Town Manager shall have the right to request the transfer of BSO personnel out of the TOWN, which shall not be arbitrary or capricious. The request must be sent to the District Chief in writing setting forth the name of the employee, employee’s rank and the reason for the request (the “Transfer Request”). The Transfer Request must be approved in writing by BSO, however such approval shall not be unreasonably withheld. BSO shall notify the TOWN in writing as to whether BSO approves of the Transfer Request within 5 business days of receipt of the Transfer Request. If BSO fails to notify the TOWN within 5 business days of the Transfer Request, the Transfer Request shall be deemed approved. If BSO approves the Transfer Request, the employee shall be transferred out of the District as soon as reasonably possible but in no event more than 30 days after BSO approves the Transfer Request. An employee transferred out of the District at the request of the TOWN shall not be reassigned to the TOWN without TOWN approval.

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

l. **Replacements.** Any Personnel transferred or reassigned out of the TOWN shall be replaced as soon as practicable.

m. **Staffing Continuity.** The TOWN and BSO recognize the importance of combining the efforts and resources of BSO and the TOWN in order to have a positive impact on reducing neighborhood crime, helping to reduce any community fears regarding crime and thus

enhancing the quality of life throughout the TOWN. It is further recognized that such a collaborative effort requires law enforcement personnel that have intimate knowledge of the community. In furtherance of such objective, BSO shall make every reasonable effort to maintain the continuity of BSO law enforcement personnel assigned to the District, subject to the transfer provisions set forth herein and to develop and implement community policing initiatives.

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

3. **ASSIGNMENT OF POLICE POWERS**

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

4. **GOALS AND OBJECTIVES**

As requested by the Town's Manager, the District Chief shall meet with the Town Manager to discuss law enforcement activities within the TOWN. At such meeting, the District Chief shall present the Town Manager with information regarding the following:

- a. Calls for service by time of day, geographic location, date and type of call;
- b. Reported incidents, criminal and non-criminal;
- c. Number and types of arrests;
- d. Traffic crashes;
- e. Traffic citations;
- f. Staffing levels, Vacancies and Transfers;
- g. Community Policing Initiatives;
- h. Response time reports, citizen complaints and their status/disposition;
- i. BSO's Year-To-Date Budget Versus Actual Cost - Line Item Report, which shall include, but not necessarily be limited to, the budgeted amount, expenditures, encumbrances and remaining balance for each line item within the budget. The Town Manager may

- reasonably request documentation necessary to substantiate any of the costs included on such Report; and
- j. Any additional information requested by the Town Manager.

5. **REPORTS**

BSO shall provide reports upon request to the Town Manager that include the following information:

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

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

BSO shall provide the TOWN with detailed reports indicating budget amounts, year to date expenditures, variances, etc., upon request to the District Chief. BSO shall develop and maintain a strategic plan for law enforcement services provided to the TOWN.

6. **CONSIDERATION**

- a. For the period from the Effective Date through September 30, 2022, the annualized consideration shall be as it was set forth in the agreement immediately preceding this Agreement and also in Exhibit A ("Special Terms and Conditions), which was \$_____. Beginning October 1, 2022 through September 30, 2023, the annualized consideration amount and the monthly payment amount for police services shall be as set forth in the Special Terms and Conditions, payable on the 1st of each month. Should County requirements for payments remitted by SHERIFF change to the 15th of the month then such change shall apply to the TOWN as well.
- b. 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 TOWN and BSO will negotiate in good faith any adjustments to the Consideration. The parties recognize and acknowledge that time is of the essence in resolving this issue.
- c. For purposes of calculating the budget for Personnel Services, the District Employees assigned to the District in February of each year shall be the employees used to calculate the budget for the upcoming fiscal year, which is due to the TOWN on May 15th as set forth above. The annual wages, taxes, pension and health insurance costs associated with each employee shall be determined based upon factors such as contractual wage increases, FICA rates and maximums, pension rates (as dictated by the applicable plan) and proposed health insurance rates. If there are any vacant positions on the payroll period in February, the budgeted cost of the vacant positions for the upcoming fiscal year shall be calculated based

upon the prevailing budgeted cost of the BSO's Employees within the same job classification.

- f. If BSO and the TOWN are able to reach an agreement regarding the consideration, the TOWN shall pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month.
- g. The parties recognize that the TOWN has no right of setoff or to reduce the consideration payable to BSO by amounts in dispute absent a mutual written agreement of the parties.
- l. In addition to the consideration being paid by the TOWN to BSO under this Agreement, and pursuant to the Regional Interlocal Agreement Between Broward County and the TOWN Providing for Cooperative Participation in a Regional Public Safety Intranet, the TOWN agrees to pay its pro rata share for BSO's mobile and portable radios and auxiliary equipment to the extent allocated for the District, and all needed repairs and replacements thereto in accordance with the Regional Interlocal Agreement.

7. **VEHICLE MARKINGS**

Each patrol vehicle assigned to the District shall prominently display on the vehicle's exterior, "Pembroke Park/ West Park" in three (3) to six (6) inch lettering, in accordance with the BSO standard vehicle markings.

8. **FACILITIES**

BSO shall use the Police Services Center as its District Headquarters.

9. **DISTRICT CHIEF**

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

The District currently has a District Chief. In the event the position of District Chief becomes vacant, the selection of a District Chief shall be in the discretion of the Town Manager and West Park City Manager and shall be initiated by BSO selecting three (3) qualified candidates for the

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

In the event the TOWN becomes dissatisfied with the performance of the District Chief, the TOWN shall provide notification to BSO. Thereafter, representatives of BSO and the TOWN shall meet to discuss possible remedies of the problems experienced by the TOWN. BSO agrees to act in good faith in resolving any problems experienced by the TOWN. The Town Manager and City Manager may remove the District Chief at any time, without cause.

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

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

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

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

- a. All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for and forwarded to the TOWN pursuant to Florida Statutes, Section 943.25, shall be assigned over to the BSO and used by the District for the law enforcement education purposes authorized in the statute. Apart from such funds and except for the provisions set forth in subsection 10(k) of these General Terms and Conditions, Grant Funds and Miscellaneous Revenues, BSO shall have no claim or right to any other monies or things of

value that the TOWN receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with law enforcement activities.

- b. The TOWN and BSO do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair the TOWN's right to the disposition of fines and forfeitures to which the TOWN would be entitled, pursuant to Florida Statutes, Section 316.660 as may be amended from time to time, or as to proceeds and forfeitures arising under the sale or disposition of unclaimed property or under any statutory or common law proceeding to which the TOWN would otherwise be entitled, except as limited herein.
- c. Asset Forfeiture Proceedings. Sheriff shall be responsible for determining whether asset forfeiture proceedings for property seized within the TOWN through the active participation of Sheriff employees shall be initiated. Any asset forfeiture actions filed under Chapter 932, Florida Statutes, or pursuant to federal law, for property seized within the TOWN through active participation of Sheriff employees, shall be initiated and managed by Sheriff. Sheriff shall have sole discretion to determine legal strategy and litigation resolution based upon the best interests of the District and Sheriff.

Fees for Asset Forfeiture Proceedings. Sheriff's costs for forfeiture proceedings under state law shall be recovered from awarded funds as provided under the Florida Contraband Forfeiture Act. There are no fees under federal law.

Funds – Federal Seizure. Asset forfeitures seized utilizing federal law will be managed pursuant to federal regulations. Awarded federal forfeiture funds shall be equitably distributed by the applicable task force memorandum of understanding, if any, and any funds allocated for TOWN shall be deposited into the Sheriff's Federal Law Enforcement Trust Fund (hereinafter referred to as the "Federal Fund"). The funds in the Federal Fund are held by Sheriff pursuant to federal law for the benefit of operations at the TOWN.

Funds – State Seizure. Any funds seized within the TOWN through active participation of Sheriff's employees pursuant to Chapter 932 of the Florida Statutes, and subsequently forfeited solely to Sheriff, shall be deposited into Town's Law Enforcement Trust Fund, less any costs as provided in the Florida Contraband Forfeiture Act.

Use of Funds. During the Term of this Agreement, the Town Manager may earmark funds held by Sheriff in the Federal Fund or funds held by TOWN for Sheriff's use within the TOWN as follows:

Upon concurrence of the District Chief, with approval of the Sheriff chain of command, Sheriff may apply to TOWN for the use of such Funds within the boundaries of the TOWN, if such application is in compliance with Florida Statutes or federal law, as applicable.

The District Chief shall first submit the request to Sheriff's legal counsel for a determination as to whether the request complies with applicable law. If Sheriff's legal counsel finds that the request complies with applicable law, the District Chief shall then submit the request, accompanied by a written certification that the request complies with applicable law, to the Town Manager.

Upon appropriation, such funds shall be made available to Sheriff for its designated use within the confines of the DISTRICT. County shall transfer ownership of any personal property purchased with the Funds to Sheriff for exclusive use within the TOWN.

Personal Property (Other Than Currency). The decision to dispose of or use personal property seized within the TOWN through active participation of Sheriff employees and subsequently forfeited solely to Town under Chapter 932, Florida Statutes, other than currency that is addressed in Section 13.4 through Section 13.6, shall be in the sole discretion of Town.

If Town decides to use personal property forfeited to Town under Chapter 932, Florida Statutes, other than currency, Town shall reimburse Sheriff for any costs, such as filing fees and/or storage fees, incurred in the seizure and forfeiture of such property.

Upon concurrence of the District Chief, with approval of the Sheriff chain of command, Sheriff may apply to TOWN to use of such personal property either within or outside the DISTRICT, and if approved by the Town Manager.

If this Agreement is terminated, any personal property seized pursuant to this article and used by Sheriff (within or outside the TOWN) shall be returned to TOWN.

If TOWN decides to dispose of personal property forfeited to TOWN under Chapter 932, Florida Statutes, other than currency, the proceeds of the sale of such property shall be deposited in the TOWN Fund. Proceeds from the sale of property deposited pursuant to this section may be designated for Sheriff's use within the confines of the TOWN, in the same manner as provided above.

Real Property. Sheriff agrees to notify TOWN of its intent to initiate forfeiture proceedings involving real property seized solely by Sheriff prior to the filing of a complaint for forfeiture. Within five (5) business days after such notice, TOWN will notify Sheriff of any objections TOWN has related to the impending forfeiture proceeding. If the Parties are unable to reach a mutually agreed upon decision, the final decision to proceed shall be made by TOWN. The Parties agree that the decision to use or dispose of real property seized within the TOWN, through active participation of Sheriff's employees, and subsequently forfeited solely to Sheriff pursuant to Chapter 932, Florida Statutes, shall be in the absolute and sole discretion of TOWN.

If TOWN decides to dispose of such real property, proceeds from the sale of the real property shall be deposited into the Town Fund, less any loans, mortgages, liens, costs (such as filing fees, maintenance, and insurance fees) or any other encumbrance on the property incurred by Sheriff in the seizure, forfeiture, or sale of such property. Proceeds from the sale of real property deposited in the Town Fund may be designated for Sheriff's use within the confines of the TOWN, in the same manner as provided above.

If TOWN decides to use such real property, TOWN shall reimburse Sheriff for any loans, mortgages, liens, costs (as described below), or any other encumbrance on the property incurred by Sheriff in the seizure and forfeiture of such property.

Any costs incurred in the seizure, forfeiture, or sale of personal or real property seized within the TOWN, through active participation of Sheriff employees and subsequently forfeited shall be paid by TOWN or reimbursed to Sheriff, in the following priority:

Payment of the balance due on any lien on personal or real property preserved by the court in the forfeiture proceedings; and then

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

d. Grant funds and miscellaneous revenues. BSO shall cooperate with the TOWN and, to the extent allowable by law, act as the law enforcement agent on behalf of the TOWN in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The TOWN shall make these funds available to the BSO to carryout the intent of the grant program as approved by the granting agency and the TOWN. Except as otherwise set forth herein, it is understood by both parties that all revenues currently received by the TOWN as a result of law enforcement activities shall continue to be received by the TOWN as previously mentioned herein or as may be added in the future. This shall include, but not be limited to, towing fees per the TOWN's current agreement.

11. **FUEL FACILITY**

NOT APPLICABLE

12. **TOWING**

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

13. **INSURANCE**

BSO shall maintain in addition to those policies of insurance required and contemplated elsewhere in this Agreement, general liability, automobile liability, public officials liability, worker's compensation and law enforcement liability insurance policies in the amounts set forth below:

General Liability/Public Officials/Law Enforcement Liability
\$1,000,000 occurrence /\$2,000,000 aggregate

Automobile Liability
\$1,000,000 occurrence/\$2,000,000 aggregate

Worker's Compensation: Statutory.

BSO shall maintain these insurance policies throughout the Term. BSO shall name the TOWN as an additional insured under the General Liability policy. BSO shall provide the TOWN with copies of the insurance policies required hereunder and all renewals thereof. The costs of all these insurance policies shall be the sole obligation of BSO; however the TOWN understands and acknowledges that the cost of this coverage is allocated to the TOWN through the consideration set forth in the Special Terms and Conditions of this Agreement. BSO may provide the insurance required in this Section through a self-insurance program and/or excess policies.

The TOWN shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General Liability and Property coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the TOWN and the BSO in the event of claims related to the Facilities or damage/destruction of Facilities utilized by the BSO under this Agreement. In the event that BSO shall take and bring additional equipment or other property to the facility, BSO does so at its own cost and expense.

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, provided the Defaulting Party is first given written notice with ten (10) calendar days to cure;
 2. Performance of Services. Failure of BSO to perform the Police Services as required herein at any time during the Term;

3. Other Performance. Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the Police Services) or to cure any misrepresentation or breach of any representation or warranty herein within thirty (30) days after receipt by the Defaulting Party of written notice of such failure, misrepresentation or breach;
 4. Bankruptcy of Defaulting Party. Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of the Defaulting Party; or
 5. Default. Failure of the Defaulting Party to perform any covenant, condition, agreement or provision contained in any other agreement or to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.
- b. Upon the occurrence and continuance of a Default by the Defaulting Party, the party not in Default (the "Non-Defaulting Party") may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies:
1. Terminate this Agreement;
 2. Withhold payment or performance under this Agreement until such time as such Default is cured, provided the performance level does not compromise the safety of the public;
 3. Cure such Default and recover the costs thereof from the Defaulting Party;
 4. Seek injunctive relief to enjoin any act of the Defaulting Party in violation hereof;
 5. Seek specific performance of any covenant or obligation of the Defaulting Party hereunder; or
 6. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.

15. **TERMINATION**

This Agreement shall terminate on August 31, 2023. The Town or BSO may terminate this Agreement sooner without penalty and for convenience with 180 days notice to the other Party.

16. **INDEMNIFICATION**

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

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

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

16.4 The parties hereby acknowledge that the consideration and services provided hereunder by each party, one to the other, shall serve as consideration for the indemnification provided under this Agreement. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

17. DISPUTE RESOLUTION PROCESS

17.1 If the parties have any disagreement, dispute, breach or claim of breach, nonperformance, 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 section, 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 appropriate.

17.2 A party will provide a 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 Town Manager will conduct a meeting to attempt to resolve the matter.

17.3. If the District Chief or designated Captain and the Town Manager are unable to reach resolution at the meeting prescribed in subsection 17.2. above, then within five (5) business days

after such meeting, the BSO's Colonel or designee and the Town Manager will meet and attempt to resolve the matter.

17.4 If the BSO's Colonel or designee and the Town Manager are unable to reach resolution at the meeting prescribed in subsection 17.3. above, then within five (5) business days after such meeting or as otherwise agreed, the Sheriff and the Town Manager will meet and attempt to resolve all pending matters of a Dispute. The parties acknowledge that any agreement reached under this subsection may require subsequent approval by the Town Commission and the Sheriff.

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

17.6. 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**

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

19. **NO PARTNERSHIP**

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

20. **REPRESENTATIONS AND WARRANTIES OF TOWN**

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

- a. The TOWN is and shall remain duly organized, validly existing and in good standing under the laws of the State of Florida, has and shall retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action on behalf of the TOWN has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.
- b. This Agreement has been duly executed and delivered by the TOWN and constitutes the valid and legally binding obligation of the TOWN enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which TOWN is a party or by which TOWN is bound, (b) results in the violation by the TOWN of any provision of any Applicable Law applicable to TOWN or to which TOWN may be subject, (c) violate or conflict with any charter or other document governing the actions of TOWN, or (d) require TOWN to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The TOWN is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.
- d. No representation or warranty made by the TOWN herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

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 shall retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;
- b. This Agreement has been duly executed and delivered by BSO and constitutes the valid and legally binding obligation of BSO enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.

- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which BSO is a party or by which BSO is bound, (b) result in the violation by BSO of any provision of any Applicable Law applicable to BSO or to which BSO may be subject, (c) violate or conflict with any charter or other document governing the actions of BSO, or (d) require BSO to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. BSO is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.
- d. BSO has complied and shall comply with all Applicable Laws relating to the performance of the Police Services and the employment of the District Employees.
- e. No representation or warranty made by BSO herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.
- f. The parties recognize that neither party has the right to modify the terms and conditions of this Agreement (i.e. staffing, consideration), unless such modification is mutually agreed upon through a formal written amendment or authorized in accordance with Section 2(b). Additionally, neither party shall have the right of setoff or the right to reduce its contractual obligation to the other party by amounts in dispute absent a mutual written agreement of the parties, except as otherwise provided herein.

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 email or facsimile on a business day addressed to the party to which such notice is directed at its address determined in accordance with this Article with customary confirmation of receipt of such email or facsimile received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

TOWN: See Special Terms and Conditions

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

With a Copy to: Broward Sheriff's Office
Office of the General Counsel
2601 W. Broward Blvd
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 TOWN and BSO hereby submits to such jurisdiction and venue and waives any defense of inconvenient forum in relation hereto.

31. **WAIVER OF RIGHTS**

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

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. **DESCRIPTION OF SERVICES**

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

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

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

- a. Direct Services – are those services that are provided by the District Employees.
- b. Indirect Services – are those BSO-provided Non-District Employee services that are centralized within BSO, but provide benefits throughout Broward County (including the TOWN).
- c. Special Detail Services – are those services offered by BSO pursuant to §30.2905, Florida Statutes, which authorizes BSO to administer a program that allows public and private entities to contract for the services of sheriff's deputies during off-duty hours.

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

Each of these services is detailed further below.

DIRECT SERVICES:

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

- a. *Uniformed law enforcement patrol*

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

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

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

- b. *Other Law Enforcement Services*

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

1. BSO shall provide public education programs;
2. BSO may provide law enforcement action (i.e. DUI checkpoints, drug enforcement initiatives) as determined by the District Chief based on trends and statistics within the TOWN;
3. The District Chief or designee shall attend and participate at Town staff meetings, Town Commission meetings as requested by the Town Manager or designee;
4. Upon the request of a homeowners' association, the District Chief or designee shall attend the association's membership meeting;
5. BSO shall provide the Specific Services, if any, set forth in Exhibit A to this Agreement.

INDIRECT SERVICES:

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

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

The costs of indirect services are allocated to this Agreement.

SPECIAL DETAIL SERVICES

1. BSO shall provide security and traffic detail deputies to support special event activities occurring within the TOWN in accordance with the BSO's Special Details Policies and Procedures. BSO shall cooperate with the TOWN and follow TOWN procedures in the permitting of special events. Special details for which deputies must be dedicated or assigned to an event shall be worked out with the sponsoring agency.
2. BSO will provide special detail services for TOWN sponsored events; however the District Chief, in his/her discretion, will determine whether the services can be provided through the on-duty staff assigned to the District or through a special detail. If in the District Chief's discretion, BSO is able to provide the required level of services with on-duty personnel within the District at the time of the event, the TOWN will incur no additional costs associated with such services; however the TOWN understands and acknowledges that the on-duty personnel may be called to an incident during the TOWN sponsored event. For those TOWN-Sponsored events in which the District Chief determines that BSO is unable to provide the required level of services with on-duty personnel within the District at the time of the event, BSO will provide the required level of services through a special detail and/or overtime and the TOWN will be charged at BSO's special detail rates and/or overtime at the time of the event.

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

COUNTYWIDE SERVICES

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

- a) Regional narcotics investigations;
- b) Career criminal investigation;
- c) Multi-agency gang task force operations;
- d) Marine/diver team;
- e) SWAT team response;
- f) Major investigations to include homicide;
- g) Drug enforcement and money laundering; and
- h) Strategic intelligence functions;
- i) Law enforcement technical support services;
- j) Street crimes enforcement;
- k) Full-service crime lab;
- l) Helicopter patrol and air rescue services;
- m) E-911 (law enforcement dispatch), and subject to the terms and conditions set forth in the E-911 Regional Inter-Local Agreement entered into by the TOWN and the County; and
- n) Any other services, excluding those indirect services listed, BSO generally provides to other law enforcement agencies throughout Broward County, whether they have a contract with BSO or not.

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

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

Should funding from Broward County cease and the E-911 services are not possible, BSO and TOWN will execute an amendment to this Agreement in a timely manner, as necessary to formally address any modification to the Parties' respective obligations and funding costs; however the lack of a formally executed amendment will not change the effective date of such modifications, which will occur on the date funding and/or services ceases. Should funding from

Broward County not fully fund the E-911 services, then BSO and TOWN will execute an amendment to this Agreement in a timely manner, as necessary to formally address any modification to the Parties' respective obligations and funding costs; however the lack of a formally executed amendment will not change the effective date of such modifications, which will occur on the date funding ceases.

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

ADDITIONAL SERVICES:

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

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

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

TOWN:	Town of Pembroke Park, FL
EFFECTIVE DATE:	September 1, 2022. <u>This Agreement shall supersede the existing Agreement.</u>
TERM:	Sept. 1, 2022 – August 31, 2023. The Town may terminate the Agreement with 180 days notice.
STAFFING STRUCTURE:	District Complement 1 District Police Captain 1 Deputy Sheriff Lieutenant 6 Deputy Sheriff Sergeants 35 Deputy Sheriffs 2 Community Service Aides 1 Investigative Aide 1 Administrative Support Specialist 47 TOTAL PERSONNEL
CONSIDERATION:	Annual Consideration Based on the 60/40 split with West Park <u>For Fiscal Year 2021-2022:</u> <u>For Fiscal Year 2022-2023:</u> \$ 3,494,603
POLICE SERVICES CENTER ADDRESS:	5690 Pembroke Road, West Park, FL
CODE ENFORCEMENT:	NO
FUEL SITE:	NO

NOTICE CITY ADDRESS:	Town Manager JC Jimenez Town of Pembroke Park 3150 SW 52nd Avenue Pembroke Park, Florida 33023

Town Clerk

From: Town Attorney
Sent: Thursday, August 11, 2022 12:49 PM
To: Futch, Lee
Cc: JC Jimenez
Subject: RE: Notice provision in interim contract

Thanks. I will craft something and send it over.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Thursday, August 11, 2022 12:48 PM
To: Town Attorney <townattorney@tppfl.gov>
Subject: RE: Notice provision in interim contract

I'm open to suggestions and will run it past our operational and budget people

From: Town Attorney <townattorney@tppfl.gov>
Sent: Thursday, August 11, 2022 11:10 AM
To: Futch, Lee <Lee_Futch@sheriff.org>; Lynch, Terrence <Terrence_Lynch@sheriff.org>
Cc: JC Jimenez <jcjimenez@tppfl.gov>
Subject: RE: Notice provision in interim contract
Importance: High

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So can't we just fashion a paragraph or a clause which addresses that? It wouldn't be that difficult and it would help us out a lot. Would you like for me to come up with proposed language? Its not like it would be a big deal, nor would it affect your "most favored nation" clause.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Wednesday, August 10, 2022 4:42 PM
To: Town Attorney <townattorney@tppfl.gov>; Lynch, Terrence <Terrence_Lynch@sheriff.org>
Cc: JC Jimenez <jcjimenez@tppfl.gov>
Subject: RE: Notice provision in interim contract

As I mentioned, the current agreement doesn't expire until September 30. The new budget year begins October 1 and the consideration in the proposed agreement is for the next fiscal year beginning October 1, not beginning September 1st.

From: Town Attorney <townattorney@tppfl.gov>
Sent: Wednesday, August 10, 2022 4:34 PM
To: Futch, Lee <Lee_Futch@sheriff.org>; Lynch, Terrence <Terrence_Lynch@sheriff.org>
Cc: JC Jimenez <jcjimenez@tppfl.gov>
Subject: RE: Notice provision in interim contract

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Accordingly, I am going to make the start date September 1 as discussed to give us more time on the notice issue.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Tuesday, August 9, 2022 5:04 PM
To: Town Attorney <townattorney@tppfl.gov>; Lynch, Terrence <Terrence_Lynch@sheriff.org>
Cc: JC Jimenez <jcjimenez@tppfl.gov>
Subject: RE: Notice provision in interim contract

Melissa – we are maintaining the position that the termination for convenience language should be 180 days.

From: Town Attorney <townattorney@tppfl.gov>
Sent: Tuesday, August 9, 2022 4:09 PM
To: Futch, Lee <Lee_Futch@sheriff.org>; Lynch, Terrence <Terrence_Lynch@sheriff.org>
Cc: JC Jimenez <jcjimenez@tppfl.gov>
Subject: Notice provision in interim contract
Importance: High

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Lee, I was wondering if you had a chance to discuss the termination provision with Terrence. JC and I were hoping that we can narrow the notice provision for termination down to three months. Please advise as soon as possible. Our commission meeting is tomorrow.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

Town Clerk

From: Town Attorney
Sent: Wednesday, August 3, 2022 3:23 PM
To: Futch, Lee; JC Jimenez
Cc: David Howard
Subject: RE: Law Enforcement Mutual Aid Agreement

Thank you, Lee, that would be great. We would appreciate anything you can pass along. I am not sure about Field Force units so I am copying David on this so he can answer.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Wednesday, August 3, 2022 3:11 PM
To: JC Jimenez <jcjimenez@tppfl.gov>; Town Attorney <townattorney@tppfl.gov>
Subject: FW: Law Enforcement Mutual Aid Agreement

As requested, attached is the current mutual aid agreement for the municipalities in Broward County. It is current through 2028. If you want, I will send the mutual aid agreement specific for traffic enforcement. Am I correct to assume you likely won't need the agreement specific for Field Force units?

Lee

WARNING: This email originated from outside of the Town of Pembroke Park Organization. Do not click links/images or open attachments unless you recognize the sender and know the content is safe.

LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE

The undersigned Governmental entities in Broward County, Florida, together establish this mutual aid agreement pursuant to Section 23.1225(1),(2), Florida Statutes, known as the Florida Mutual Aid Act. In accordance with the authority granted therein, the jurisdictions agree to the following agreement covering voluntary cooperation and operational assistance. The Agreement provides for law enforcement activities across jurisdictional lines in certain defined circumstances for the purpose of protecting the public peace and safety and preserving the lives and property of the citizens of each Governmental Entity.

The undersigned Governmental Entities agree to permit voluntary cooperation and assistance, one to the other, in specified routine law enforcement activities across their respective jurisdictional lines in the described situations and under the terms and procedures outlined below.

- I. VOLUNTARY COOPERATION:** The undersigned Governmental Entities recognize that an increasing number of criminals are operating in more than one jurisdiction, and that there is a need for a continuing multi-city response to this threat. The following Voluntary Cooperation Agreement is created to provide this capability:

A. In-Progress Crime Assistance:

1. Whenever an on-duty Law Enforcement Officer from one jurisdiction views a felony or misdemeanor occurring in the cooperating jurisdiction, the Law Enforcement Officer may physically arrest the perpetrator and preserve the crime scene. Control of both the person(s) apprehended and the crime scene will be relinquished to the first available officer from the jurisdiction in which the incident occurs. Whenever remaining at the scene exposes either the officer or the subject to imminent physical danger, the subject and any physical evidence may be transported or otherwise relocated.
2. It is the intent of the undersigned Governmental Entities that this subsection apply to off-duty Law Enforcement Officer subject to the specific rules and regulations as promulgated by each agency.

B. Voluntary Investigations:

1. On-duty officers from one jurisdiction may conduct investigations, that originate in their jurisdiction, in any of the undersigned jurisdictions. If enforcement action is

anticipated, the locations and nature of the investigation will be told to the agency's on-duty communications liaison person.

C. Traffic Control Assistance:

1. Whenever a traffic crash involving suspected injuries of a serious nature is reported to the jurisdiction in which the crash occurred, and that law enforcement agency is unable to provide the immediate response necessary to render aid to the injured or prevent further injury, the cooperating agency may be contacted for assistance. The cooperation effort shall be restricted to necessary first aid and traffic direction.

2. Hazardous Traffic Conditions Assistance

a) In a situation where automated traffic control devices located within the jurisdictional boundaries of one agency have malfunctioned and a traffic crash is imminent unless control is established immediately, cooperation may be provided.

b) Where an incident occurs on a roadway or so near thereto that the potential for traffic crashes appears imminent, cooperation may be provided.

3. The cooperative efforts for traffic crashes and/or hazardous traffic conditions outlined above shall be restricted to the necessary and standard traffic control and direction activities and shall not include traffic enforcement. Control of the incident shall be immediately relinquished to the first available officer from the agency having jurisdictional responsibility.

4. Pre-arranged Traffic Enforcement Programs:

Each agency may request and render assistance in carrying out prearranged traffic enforcement activities/programs, including, but not limited to, DUI checkpoints, vehicle safety inspection checks, driver's license checks and speed limit enforcement points.

5. Traffic Escort Services:

Each agency may request and render assistance in providing traffic escort services.

D. Terms and Procedures:

1. A participating agency will answer for voluntary cooperation only to the extent that the available personnel and equipment are not required for adequate protection of that agency. The commander of the agency, or his designee, shall have the sole authority to determine the amount of personnel and equipment, if any, available for cooperative assistance.

2. A request for voluntary cooperation shall be made by the commander of the agency, or his designee.

3. Voluntary cooperation can also be initiated by an on-duty officer who views an in-progress crime, traffic crash or need for traffic control in the other cooperating agency's jurisdiction.

The supervising authority of that employee shall be notified immediately to enable that supervisor to authorize and direct actions taken by the employee.

4. An officer taking voluntary action should notify the communications liaison person in the assisted agency as soon as possible. The assisted agency shall relieve the assisting officer(s) as soon as possible.

5. Whenever the employees of one party to this Agreement are rendering aid to the other party pursuant to the authority contained in this agreement, such employees shall have the same powers, duties, rights, and immunities as if they were taking the action within their employing jurisdiction.

6. Law Enforcement Officers or employees responding to a voluntary cooperation request shall be under the direction and authority of the commanding officers of the agency to which they are called. However, each Law Enforcement Officer shall be governed by and must comply with the policies and procedures of their Agencies.

7. All wage and disability payments, pensions, worker's compensation claims and medical expenses shall be paid by the employing agency, unless the requesting agency is reimbursed by other authorities, persons or political entities.

8. Each agency shall be responsible for bearing its own costs associated with the loss or damage to any equipment or property of that agency during a voluntary cooperation situation. Notwithstanding anything contained herein to the contrary, under no circumstances shall the liability of any agency, exceed the limits of liability set forth in section 768.28 Florida Statutes, or waive any immunities or its sovereign immunity.

9. Each agency shall bear all costs associated with any negligent act taken by an employee of their own agency. Notwithstanding anything contained herein to the contrary, under no circumstances shall the liability of any agency, exceed the limits of liability set forth in section 768.28 Florida Statutes, or waive any immunities or its sovereign immunity.

10. Each agency shall promulgate rules and regulations concerning the status of its off-duty Law Enforcement Officers as applied to In-Progress Crime Assistance.

II. **OPERATIONAL ASSISTANCE:** The undersigned Governmental Entities recognize that special public safety problems arise on an occasional basis that require additional law enforcement personnel. The following Operational Assistance Agreement is created to provide the Governmental Entities a way to give and receive aid.

A. **"Forcible Felony" Requests:**

When one agency has reported a forcible felony as defined in Florida Statutes Section 776.08, and that agency is unable to provide the immediate response necessary to prevent imminent death, great bodily harm or substantial property loss as a result of said

forcible felony, that jurisdiction may request the operational assistance of the other agency.

B. Search for Fugitive or Missing Person Requests:

1. When one agency is conducting a search for a fugitive whose presence is known or is reasonably believed to be in that jurisdiction, and immediate assistance to apprehend said fugitive is necessary in order to prevent continued freedom of the fugitive or to protect nearby persons or property from an imminent threat created by said fugitive's presence, that agency may request cooperative assistance.

2. When one agency is conducting a search for a missing person whose presence is known or is reasonably believed to be in that jurisdiction, and immediate assistance is necessary in order to take the missing person into custody or to protect nearby persons or property from an imminent threat created by the incident, that agency may request operational assistance.

C. Other Spontaneous Incidents:

1. Other major spontaneous incidents or situations not meeting the criteria designating a disaster as outlined in Chapter 252, Florida Statutes, may form the basis for an operational assistance request, provided the assistance is reasonably necessary to avoid or quell a major calamity affecting the safety of persons or property.

2. Operational assistance may be requested and supplied for special events and conditions that occur for extended periods of time. The assistance may include patrol services.

D. Terms and Procedures:

1. A request for operational assistance shall be made by the commander of the agency, or his designee.

2. A participating agency will provide operational assistance only to the extent that the personnel and equipment are not required for the adequate protection of that agency. The commander of the agency, or his designee, shall have the sole authority to determine the amount of personnel and equipment, if any, available for operational assistance.

3. Whenever the employees of one party to this Agreement are rendering aid to the other party pursuant to the authority contained in this agreement, such employees shall have the same powers, duties, rights and immunities as if taking action within their employing jurisdiction.

4. Law Enforcement Officers or employees responding to an operational assistance request shall be under the direction and authority of the commanding officers of the agency to which they are called. However, each Law Enforcement Officer shall be governed by and must comply with the policies and procedures of their own agencies.

5. All wage and disability payments, pensions, worker's compensation claims and medical expenses shall be paid by the employing agency, unless the requesting agency is reimbursed by other authorities, persons or political entities. Notwithstanding anything contained herein to the contrary, under no circumstances shall the liability of any agency, exceed the limits of liability set forth in section 768.28 Florida Statutes, or waive any immunities or its sovereign immunity.

6. Each agency shall be responsible for bearing its own costs associated with the loss or damage of any equipment or property of that agency during an operational assistance situation. Notwithstanding anything contained herein to the contrary, under no circumstances shall the liability of any agency, exceed the limits of liability set forth in section 768.28 Florida Statutes, or waive any immunities or its sovereign immunity.

7. Each agency shall bear all costs associated with any negligent act taken by an employee of their own agency. Notwithstanding anything contained herein to the contrary, under no circumstances shall the liability of any agency, pursuant to this Voluntary Cooperation Agreement, exceed the limits of liability set forth in s. 768.28, FS, as amended.

III. **SEVERANCE/TERMINATION:** Any of the undersigned Governmental Entities shall have the unconditional right to withdraw from this Agreement upon giving a thirty (30) day written notice to the Sheriff and each Police Chief of the remaining member entities.

IV. **EXECUTION OF MUTUAL AID AGREEMENT:** This Mutual Aid Agreement may be entered into by a law enforcement agency through its execution by the chief executive officer of the agency who is authorized to contractually bind the agency pursuant to Section 23.1225(3), Fla. Stat.

V. **GOVERNMENTAL ENTITIES:** The following governmental entities have entered into and are part of this Law Enforcement Mutual Aid Agreement for Voluntary cooperation and Operational Assistance:

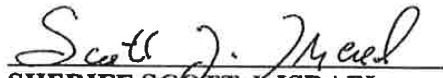
- i. Broward County Sheriff's Office
- ii. City of Coconut Creek
- iii. City of Coral Springs
- iv. Town of Davie
- v. City of Fort Lauderdale
- vi. City of Hallandale Beach
- vii. Town of Hillsboro Beach
- viii. City of Hollywood

- ix. City of Lauderdale
- x. City of Lighthouse Point
- xi. City of Margate
- xii. City of Miramar
- xiii. City of Pembroke Pines
- xiv. City of Plantation
- xv. Village of Sea Ranch Lakes
- xvi. City of Sunrise
- xvii. City of Wilton Manors

VI. DURATION OF AGREEMENT: This Agreement shall be in effect from January 1, 2019 to December 31, 2028, among those Governmental Entities executing this agreement. It may be renewed, extended or modified only by written agreement executed by each Governmental Entity.

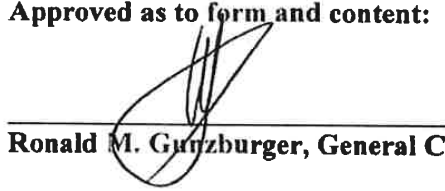
IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date(s) set forth below:

BROWARD SHERIFF'S OFFICE


SHERIFF SCOTT J. ISRAEL

Date: 12/17/18

Approved as to form and content:


Ronald M. Ginzburger, General Counsel

Date: 12/14/18

LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE

CITY OF COCONUT CREEK

By: Mary C. Blasi
Mary C. Blasi
City Manager
12/10/18
Date

ATTEST:

Leslie Wallace May
Leslie Wallace May, City Clerk
12/10/18
Date

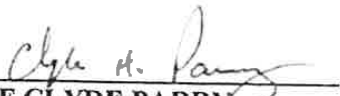
APPROVED AS TO FORM:

Terrill C. Pyburn
Terrill C. Pyburn, City Attorney
12/10/18
Date

LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE

Signature Page of Participating Governmental Entity

CITY OF CORAL SPRINGS POLICE DEPARTMENT

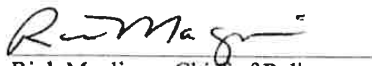

CHIEF CLYDE PARRY

Date: 2/7/19

LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE

Signature Page of Participating Governmental Entity

FORT LAUDERDALE POLICE DEPARTMENT


Rick Maglione, Chief of Police
Authorized Representative

Date: 10/30/18

THE CITY OF FORT LAUDERDALE


Lee R. Feldman, City Manager
Pursuant to Resolution of the City
Commission 00-24 and §23.1225(3),
Fla. Stat.

Date: 11.2.18

Approved as to form and content:


Bradley H. Weissman
Assistant City Attorney/Police Legal Advisor

Date: 10-27-18

**LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE**

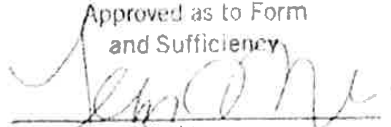
Signature Page of Participating Governmental Entity

CITY OF HALLANDALE BEACH POLICE DEPARTMENT



CHIEF SONIA QUINONES

Date: 11-5-18

Approved as to Form
and Sufficiency


City Attorney

**LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE**

Signature Page of Participating Governmental Entity

TOWN OF HILLSBORO BEACH POLICE DEPARTMENT



THOMAS NAGY, CHIEF OF POLICE

Date: 12/18/2018

**LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE**

Signature Page of Participating Governmental Entity

CITY OF HOLLYWOOD POLICE DEPARTMENT



CHIEF CHRIS O'BRIEN

Date: 10-12-18

**LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE**

Signature Page of Participating Entity

CITY OF LAUDERHILL POLICE DEPARTMENT



Constance Stanley, Chief of Police

Date: 08/08/2017

LAW ENFORCEMENT MUTUAL AID AGREEMENT

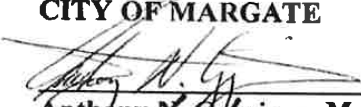
FOR

VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE

Signature Page of Participating Governmental Entity

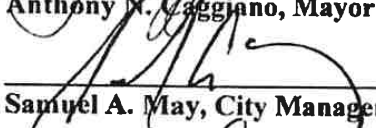
RESOLUTION # 18-162

CITY OF MARGATE



Anthony N. Caggiano, Mayor

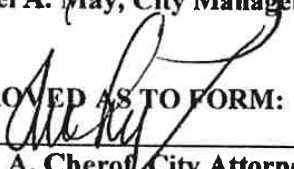
Date: 12/12/18



Samuel A. May, City Manager

Date: 12/13/18

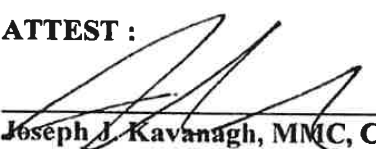
APPROVED AS TO FORM:



James A. Cherof, City Attorney

Date: 12/13/18

ATTEST :

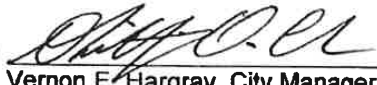


Joseph J. Kavanagh, MMC, City Clerk

Date: 12/18/18

**BROWARD COUNTY LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
VOLUNTARY COOPERATION AND OPERATIONAL
ASSISTANCE**

CITY OF MIRAMAR, FLORIDA

for
By 
Vernon E. Hargray, City Manager

ATTEST:

Denise A Gibbs, City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar only:

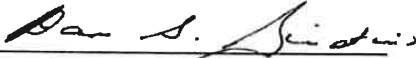
By 
Weiss Serota Helfman
Cole & Bierman, P.L.
City Attorney

POLICE, RG, BROWARD COUNTY MUTUAL AID AGREEMENT (JAN 1, 2019 to DEC 31, 2028)

LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE

Signature Page of Participating Governmental Entity

CITY OF PEMBROKE PINES POLICE DEPARTMENT

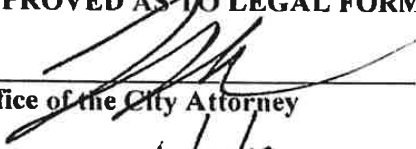

DAN GIUSTINO, CHIEF OF POLICE

Date: 12-13-18


CHARLES F. DODGE, CITY MANAGER

Date: 12/12/18

APPROVED AS TO LEGAL FORM

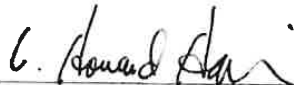

Office of the City Attorney

DATED: 11/5/18

**LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE**

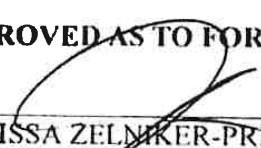
Signature Page of Participating Governmental Entity

CITY OF PLANTATION POLICE DEPARTMENT

BY: 
W. HOWARD HARRISSON, CHIEF OF POLICE

Date: 12-5-18

APPROVED AS TO FORM:


MELISSA ZELNIKER-PRESSER
POLICE LEGAL ADVISOR

Date: 12/5/18

LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE

Signature Page of Participating Governmental Entity

CITY OF SUNRISE POLICE DEPARTMENT


ROGELIO J. TORRES JR., DEPUTY CHIEF Date: 12-31-18
ANTHONY W. ROSA, CHIEF OF POLICE

LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE

Signature Page of Participating Governmental Entity

ATTEST:

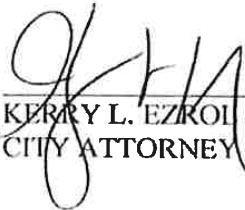

FAITH LOMBARDO
CITY CLERK

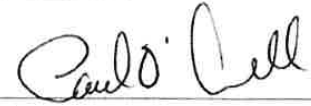
CITY OF WILTON MANORS

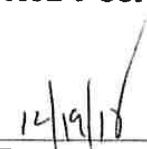
BY: 
JUSTIN FLIPPEN, MAYOR

CITY OF WILTON MANORS POLICE
DEPARTMENT

APPROVED AS TO FORM


KERRY L. EZROL
CITY ATTORNEY

BY: 
PAUL O'CONNELL, CHIEF OF POLICE


DATE

**LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE**

Signature Page of Participating Governmental Entity

TOWN OF DAVIE POLICE DEPARTMENT



Chief Dale Engle

Date:

7-3-19

**LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE**

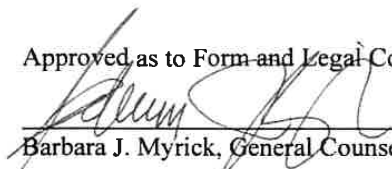
IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date(s) set forth below:

BROWARD COUNTY PUBLIC SCHOOL


Robert W. Runcie, Superintendent of Schools

2/21/2021
Date

Approved as to Form and Legal Content


Barbara J. Myrick, General Counsel

Town Clerk

From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Wednesday, August 3, 2022 1:46 PM
To: Town Attorney
Subject: RE: Pembroke Park/BSO contracts
Attachments: Pembroke Park Police Services Agreement Exhibit A 8-3-22.docx; Pembroke Park Exhibit B 8-3-22.docx

FYI

From: Town Attorney <townattorney@tppfl.gov>
Sent: Wednesday, August 3, 2022 10:43 AM
To: Futch, Lee <Lee_Futch@sheriff.org>
Cc: JC Jimenez <jcjimenez@tppfl.gov>
Subject: RE: Pembroke Park/BSO contracts

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How about 1130 today with you and me and JC the town manager? I can set up a TEAMS meeting.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Wednesday, August 3, 2022 10:39 AM
To: Town Attorney <townattorney@tppfl.gov>
Subject: RE: Pembroke Park/BSO contracts

Melissa – Terrence is not available until Tuesday. I have a two pm meeting today, other than that I am available. I also have time tomorrow morning. let me know if that works or you prefer to have Terrence attend as well?

From: Town Attorney <townattorney@tppfl.gov>
Sent: Wednesday, August 3, 2022 10:05 AM
To: Lynch, Terrence <Terrence_Lynch@sheriff.org>
Cc: Bonaby, Maureen <Maureen_Bonaby@sheriff.org>; JC Jimenez <jcjimenez@tppfl.gov>; Futch, Lee <Lee_Futch@sheriff.org>; Bonaby, Maureen <Maureen_Bonaby@sheriff.org>
Subject: RE: Pembroke Park/BSO contracts
Importance: High

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Terrence and Lee,
JC and I would like an opportunity to discuss this with you. Do you have time to discuss today?

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Lynch, Terrence <Terrence_Lynch@sheriff.org>
Sent: Tuesday, August 2, 2022 11:35 AM
To: Town Attorney <townattorney@tppfl.gov>
Cc: Bonaby, Maureen <Maureen_Bonaby@sheriff.org>; JC Jimenez <jcjimenez@tppfl.gov>; Futch, Lee <Lee_Futch@sheriff.org>; Bonaby, Maureen <Maureen_Bonaby@sheriff.org>
Subject: RE: Pembroke Park/BSO contracts

Good morning, Melissa.

We did have a conversation back in mid-May where I relayed an offer that included a 60-day out provision for the next fiscal year. However, that proposal involved a stand-alone department without West Park. A few days later I called you back and advised that BSO had modified its offer and that BSO would continue police services for the Town with West

Park through the end of the next fiscal year; however, there would be no transition period and no out provision. The most recent proposal that you were sent by BSO contained that very proposal, which you countered with a 60-day out provision. BSO has now countered with a 6-month termination provision – essentially what we have in place in all of our service contracts.

I'm advised that a 60-day termination provision is not acceptable to BSO because of the intertwined budgets that will need to be resolved with the County when/if the Town terminates the contract, the need to amend the contract with West Park for the new staffing and consideration, and the transition of staff to other assignments within the agency.

Please let me know if you have any other questions.

Terrence Lynch, Esq.
General Counsel
Broward County Sheriff's Office
2601 W. Broward Blvd.
Fort Lauderdale, FL 33312
Office: (954) 831-8921
Fax: (954) 321-5040



Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure.

From: Town Attorney <townattorney@tppfl.gov>
Sent: Monday, August 1, 2022 5:50 PM
To: Futch, Lee <Lee_Futch@sheriff.org>; Lynch, Terrence <Terrence_Lynch@sheriff.org>
Cc: Bonaby, Maureen <Maureen_Bonaby@sheriff.org>; JC Jimenez <jcjimenez@tppfl.gov>
Subject: Re: Pembroke Park/BSO contracts

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Lee, JC (the town manager) and I spoke with Terrence by phone a few months ago and he assured us we could have a 60 day termination period.

Get [Outlook for iOS](#)

From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Monday, August 1, 2022 4:20:11 PM
To: Town Attorney <townattorney@tppfl.gov>; Lynch, Terrence <Terrence_Lynch@sheriff.org>
Cc: Bonaby, Maureen <Maureen_Bonaby@sheriff.org>
Subject: RE: Pembroke Park/BSO contracts

Melissa – attached is the updated draft with my edits. The 60 day termination is not acceptable to BSO. We would need more time to transfer personnel out of the Town and we would need to engage the County in budget amendments to reflect that we are no longer providing the services. I adjusted the 60 days notice to 180 days notice as that is what is in the current contract and has been in place for fifteen years. Please review the remainder of the edits and give me a call to discuss if needed.

Thank you, Lee

From: Town Attorney <townattorney@tppfl.gov>
Sent: Monday, August 1, 2022 11:10 AM
To: Futch, Lee <Lee_Futch@sheriff.org>; Lynch, Terrence <Terrence_Lynch@sheriff.org>
Cc: JC Jimenez <jcjimenez@tppfl.gov>
Subject: Pembroke Park/BSO contracts

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Lee and Terrence,
Just checking in to see where you are with the review of the edited agreements I sent back for your review? The agenda deadline is tomorrow for the next voting meeting so I am hoping you will turning the agreements around to me by tomorrow/

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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WARNING: This email originated from outside of the Town of Pembroke Park Organization. Do not click links/images or open attachments unless you recognize the sender and know the content is safe.

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

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

TOWN:	Town of Pembroke Park, FL
EFFECTIVE DATE:	October 1, 2022
TERM:	October 1, 2022 – September 30, 2023. The Town or BSO may terminate this Agreement sooner without penalty and for convenience with _____ days notice to the other party BSO.
STAFFING STRUCTURE:	District Complement 1 District Police Captain 1 Deputy Sheriff Lieutenant 6 Deputy Sheriff Sergeants 35 Deputy Sheriffs 2 Community Service Aides 1 Investigative Aide 1 Administrative Support Specialist — 47 TOTAL PERSONNEL
CONSIDERATION:	
Annual Consideration Based on the 60/40 split with West Park	\$ 3,494,603
POLICE SERVICES CENTER ADDRESS:	5690 Pembroke Road, West Park, FL
CODE ENFORCEMENT:	NO

Commented [FL1]: Currently under discussion

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FUEL SITE:	NO
NOTICE CITY ADDRESS:	Town Manager JC Jimenez Town of Pembroke Park 3150 SW 52nd Avenue Pembroke Park, Florida 33023

EXHIBIT B

POLICE SERVICES GENERAL CONDITIONS

1. DEFINITIONS

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

- a. Agreement. "Agreement" shall mean this Agreement for Police Services between the TOWN 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 Sheriff of Broward County, Florida.
- d. TOWN. "TOWN" shall mean the Town that has contracted with BSO for Police Services pursuant to this Agreement and is identified in the Special Terms and Conditions.
- e. Town Boundaries. "Town Boundaries" shall mean the area within the municipal boundaries of the TOWN, as shown in the Special Terms and Conditions of this Agreement.
- f. Town Manager. "Town Manager" shall mean the duly appointed and validly existing Town Manager of the TOWN, or person acting in the capacity of Town Manager shall have the same authority as that of the Town Manager.
- g. Consideration. "Consideration" shall mean the monthly payment and other amounts payable by the TOWN hereunder in consideration of the Services performed by BSO, as set forth herein.
- h. District. "District" shall mean (a) the Town Boundaries, the City of West Park, or (b) the Annexed TOWN Boundaries on the date the TOWN's annexation plan becomes effective after the Florida Legislature approves such annexation plan, provided BSO has received the required notification thereof as set forth herein (c) any additional geographic area to be serviced by the District employees based upon a mutual written agreement of the TOWN and BSO.
- i. District Chief. "District Chief" shall mean the individual responsible for supervising all law enforcement employees and law enforcement activities within the District. The District Chief shall be the rank of Captain. The District Chief shall serve as the liaison between TOWN and BSO.

Commented [TA1]: Is this correct? It doesn't make sense to me

Commented [FL2R1]: The District includes Pembroke Park and West Park

- j. District Employees. "District Employees" shall mean BSO employees permanently assigned to the District who possess the necessary qualifications and experience to provide police and support services.
- k. Effective Date. "Effective Date" shall mean the date in which the Agreement is to commence. The Effective Date is set forth in the Special Terms and Conditions of this Agreement.
- l. Facilities are listed in the Special Terms and Conditions of this Agreement.
- m. 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.
- n. Patrol Zone shall mean the geographic areas within the District, as mutually agreed upon by the District Chief and the Town Manager, in which Patrol Deputy Sheriffs are assigned.
- o. Police Services Center. "Police Services Center" shall mean the premises utilized by the TOWN or the City of West Park in which the BSO command staff assigned to the District maintains their offices. The address of the Police Services Center is set forth in the Special Terms and Conditions of this Agreement.
- p. Police Services. "Police Services" shall mean the aggregate of all police related services provided by BSO pursuant to this Agreement.
- q. Term. "Term" shall mean the length of this Agreement and any extensions thereto.
- r. Uniformed Deputy. "Uniformed Deputy" shall mean a uniformed Deputy Sheriff employed by BSO who patrols the District.

2. **STAFFING**

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

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

- b. **Deletions and Additions.** The TOWN and CITY shall have the right to unilaterally delete services upon no less than sixty (60) calendar days prior written notice, and such deletions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly based on actual cost of the service. If, in BSO's opinion, the requested deleted services (i.e. staffing levels) would negatively impact the safety of BSO's employees or the community, the parties shall collaborate to resolve the issue to their mutual

satisfaction. The TOWN and CITY may add services, as mutually agreed upon by both parties, and such additions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly.

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

d. **Deployment.** BSO shall have the discretion to deploy District Employees as necessary to meet the goals and objectives of the TOWN. The cost of such deployment is included in the yearly consideration.

The District Chief's discretion regarding the deployment of the personnel shall be exercised with the intent of providing the most effective police services to the TOWN pursuant to the terms and conditions of this Agreement. The District Chief shall keep the Town Manager informed of the deployment of such personnel through weekly staff meetings and as requested by the Town Manager.

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

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

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

g. **Employment Responsibilities.** All District Employees shall be and remain BSO employees, and such employees shall not be considered employees of the TOWN for purposes of pension benefits, (except if previously a member of Town's pension system) insurance benefits, civil service benefits, compensation and/or any status or right. The TOWN and BSO understand and acknowledge that all costs, including the employment related costs, are included in the consideration payable by the TOWN to BSO in accordance with this Agreement.

h. **Staffing Review and Modifications.** As part of the TOWN's annual budgetary process, BSO shall evaluate the Staffing requirements for the TOWN to determine if the current staffing level and composition adequately meets the TOWN's goals and objectives. If BSO believes the staffing requirements need to be adjusted, BSO shall provide staffing recommendations to the TOWN Manager for review. If both parties agree to the recommended staffing changes, this Agreement shall be modified through an amendment

executed by both the TOWN and BSO with the same formalities as contained herein, which shall reflect the agreed upon staffing change(s) and a compensation adjustment based on actual cost of the staffing change(s).

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

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

i. **Transfers – BSO's Rights.** BSO shall have the right to transfer any Employee out of the District. The Town Manager shall be kept informed of all transfers within five (5) calendar days.

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

j. **Transfers – TOWN Right.** Except for the District Chief, which is covered in Section 9 of these General Terms and Conditions, the Town Manager shall have the right to request the transfer of BSO personnel out of the TOWN, which shall not be arbitrary or capricious. The request must be sent to the District Chief in writing setting forth the name of the employee, employee's rank and the reason for the request (the "Transfer Request"). The Transfer Request must be approved in writing by BSO, however such approval shall not be unreasonably withheld. BSO shall notify the TOWN in writing as to whether BSO approves of the Transfer Request within 5 business days of receipt of the Transfer Request. If BSO fails to notify the TOWN within 5 business days of the Transfer Request, the Transfer Request shall be deemed approved. If BSO approves the Transfer Request, the employee shall be transferred out of the District as soon as reasonably possible but in no event more than 30 days after BSO approves the Transfer Request. An employee transferred out of the District at the request of the TOWN shall not be reassigned to the TOWN without TOWN approval.

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

l. **Replacements.** Any Personnel transferred or reassigned out of the TOWN shall be replaced as soon as practicable.

m. **Staffing Continuity.** The TOWN and BSO recognize the importance of combining the efforts and resources of BSO and the TOWN in order to have a positive impact on reducing neighborhood crime, helping to reduce any community fears regarding crime and thus

enhancing the quality of life throughout the TOWN. It is further recognized that such a collaborative effort requires law enforcement personnel that have intimate knowledge of the community. In furtherance of such objective, BSO shall make every reasonable effort to maintain the continuity of BSO law enforcement personnel assigned to the District, subject to the transfer provisions set forth herein and to develop and implement community policing initiatives.

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

3. **ASSIGNMENT OF POLICE POWERS**

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

4. **GOALS AND OBJECTIVES**

As requested by the Town's Manager, the District Chief shall meet with the Town Manager to discuss law enforcement activities within the TOWN. At such meeting, the District Chief shall present the Town Manager with information regarding the following:

- a. Calls for service by time of day, geographic location, date and type of call;
- b. Reported incidents, criminal and non-criminal;
- c. Number and types of arrests;
- d. Traffic crashes;
- e. Traffic citations;
- f. Staffing levels, Vacancies and Transfers;
- g. Community Policing Initiatives;
- h. Response time reports, citizen complaints and their status/disposition;
- i. BSO's Year-To-Date Budget Versus Actual Cost - Line Item Report, which shall include, but not necessarily be limited to, the budgeted amount, expenditures, encumbrances and remaining balance for each line item within the budget. The Town Manager may

reasonably request documentation necessary to substantiate any of the costs included on such Report; and

- j. Any additional information requested by the Town Manager.

5. **REPORTS**

BSO shall provide reports upon request to the Town Manager that include the following information:

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

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

BSO shall provide the TOWN with detailed reports indicating budget amounts, year to date expenditures, variances, etc., upon request to the District Chief. BSO shall develop and maintain a strategic plan for law enforcement services provided to the TOWN.

6. **CONSIDERATION**

- a. For the period from the Effective Date through September 30, 2023, the annualized consideration amount and the monthly payment amount for police services shall be as set forth in the Special Terms and Conditions, payable on the 1st of each month. Should County requirements for payments remitted by SHERIFF change to the 15th of the month then such change shall apply to the TOWN as well.
- b. 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 TOWN and BSO will negotiate in good faith any adjustments to the Consideration. The parties recognize and acknowledge that time is of the essence in resolving this issue.
- c. For purposes of calculating the budget for Personnel Services, the District Employees assigned to the District in February of each year shall be the employees used to calculate the budget for the upcoming fiscal year, which is due to the TOWN on May 15th as set forth above. The annual wages, taxes, pension and health insurance costs associated with each employee shall be determined based upon factors such as contractual wage increases, FICA rates and maximums, pension rates (as dictated by the applicable plan) and proposed health insurance rates. If there are any vacant positions on the payroll period in February, the budgeted cost of the vacant positions for the upcoming fiscal year shall be calculated based upon the prevailing budgeted cost of the BSO's Employees within the same job classification.

- f. If BSO and the TOWN are able to reach an agreement regarding the consideration, the TOWN shall pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month.
- g. The parties recognize that the TOWN has no right of setoff or to reduce the consideration payable to BSO by amounts in dispute absent a mutual written agreement of the parties.
- l. In addition to the consideration being paid by the TOWN to BSO under this Agreement, and pursuant to the Regional Interlocal Agreement Between Broward County and the TOWN Providing for Cooperative Participation in a Regional Public Safety Intranet, the TOWN agrees to pay its pro rata share for BSO's mobile and portable radios and auxiliary equipment to the extent allocated for the District, and all needed repairs and replacements thereto in accordance with the Regional Interlocal Agreement.

Commented [TA3]: Does bso know what this number is?

Commented [FL4R3]: I don't believe there is a current amount due. There may be some cost down the road pursuant to the interlocal.

7. **VEHICLE MARKINGS**

Each patrol vehicle assigned to the District shall prominently display on the vehicle's exterior, "Pembroke Park/ West Park" in three (3) to six (6) inch lettering, in accordance with the BSO standard vehicle markings.

8. **FACILITIES**

BSO shall use the Police Services Center as its District Headquarters.

9. **DISTRICT CHIEF**

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

The District currently has a District Chief. In the event the position of District Chief becomes vacant, the selection of a District Chief shall be in the discretion of the Town Manager and West Park City Manager and shall be initiated by BSO selecting three (3) qualified candidates for the position of District Chief. BSO agrees to make such selections in good faith and in the best interest of the District. BSO shall provide the District with written notification of the selected candidates and their qualifications within 15 days of the vacancy of the District Chief or within

15 days of the BSO's knowledge that the District Chief position will become vacant, whichever occurs first. Within ten (10) days after the TOWN's receipt of such notice, representatives from both BSO and the TOWN and West Park shall meet to discuss the candidates' qualifications. In the event none of the candidates are acceptable to the TOWN Manager, BSO shall submit the names of three (3) additional candidates for consideration. This process shall continue until such time as the Town Manager and City Manager have selected an individual to serve as the District Chief. The Managers shall have the opportunity to interview each of the candidates. The District Chief position shall be subject to the provisions of this Agreement. During the selection process, BSO shall put in place a temporary Chief until the permanent Chief is selected.

In the event the TOWN becomes dissatisfied with the performance of the District Chief, the TOWN shall provide notification to BSO. Thereafter, representatives of BSO and the TOWN shall meet to discuss possible remedies of the problems experienced by the TOWN. BSO agrees to act in good faith in resolving any problems experienced by the TOWN. The Town Manager and City Manager may remove the District Chief at any time, without cause.

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

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

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

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

- a. All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for and forwarded to the TOWN pursuant to Florida Statutes, Section 943.25, shall be assigned over to the BSO and used by the District for the law enforcement education purposes authorized in the statute. Apart from such funds and except for the provisions set forth in subsection 10(k) of these General Terms and Conditions, Grant Funds and Miscellaneous Revenues, BSO shall have no claim or right to any other monies or things of value that the TOWN receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with law enforcement activities.

Commented [TA5]: This should all now come to the Town

Commented [FL6R5]: I will adjust the language to reflect the sized funds go to the Town

b. The TOWN and BSO do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair the TOWN's right to the disposition of fines and forfeitures to which the TOWN would be entitled, pursuant to Florida Statutes, Section 316.660 as may be amended from time to time, or as to proceeds and forfeitures arising under the sale or disposition of unclaimed property or under any statutory or common law proceeding to which the TOWN would otherwise be entitled, except as limited herein.

c. Asset Forfeiture Proceedings. Sheriff shall be responsible for determining whether asset forfeiture proceedings for property seized within the ~~TOWN~~District through the active participation of Sheriff employees shall be initiated. Any asset forfeiture actions filed under Chapter 932, Florida Statutes, or pursuant to federal law, for property seized within the ~~TOWN~~DISTRICT through active participation of Sheriff employees, shall be initiated and managed by Sheriff. Sheriff shall have sole discretion to determine legal strategy and litigation resolution based upon the best interests of the District and Sheriff.

Fees for Asset Forfeiture Proceedings. Sheriff's costs for forfeiture proceedings under state law shall be recovered from awarded funds as provided under the Florida Contraband Forfeiture Act. There are no fees under federal law.

Funds – Federal Seizure. Asset forfeitures seized utilizing federal law will be managed pursuant to federal regulations. Awarded federal forfeiture funds shall be equitably distributed by the applicable task force memorandum of understanding, if any, and any funds allocated for TOWN shall be deposited into the Sheriff's Federal Law Enforcement Trust Fund (hereinafter referred to as the "Federal Fund"). The funds in the Federal Fund are held by Sheriff pursuant to federal law for the benefit of operations at the TOWN.

Funds – State Seizure. Any funds seized within the ~~TOWN~~DISTRICT through active participation of Sheriff's employees pursuant to Chapter 932 of the Florida Statutes, and subsequently forfeited solely to Sheriff, shall be deposited into Town's Law Enforcement Trust Fund, less any costs as provided in the Florida Contraband Forfeiture Act.

Use of Funds. During the Term of this Agreement, the Town Manager may earmark funds held by Sheriff in the Federal Fund or funds held by TOWN for Sheriff's use within the ~~TOWN~~DISTRICT as follows:

Upon concurrence of the District Chief, with approval of the Sheriff chain of command, Sheriff may apply to TOWN for the use of such Funds within the boundaries of the ~~TOWN~~DISTRICT, if such application is in compliance with Florida Statutes or federal law, as applicable.

The District Chief shall first submit the request to Sheriff's legal counsel for a determination as to whether the request complies with applicable law. If Sheriff's legal counsel finds that the request complies with applicable law, the District Chief shall then submit the request, accompanied by a written certification that the request complies with applicable law, to the Town Manager.

Upon appropriation, such funds shall be made available to Sheriff for its designated use within the confines of the DISTRICT. County shall transfer ownership of any personal property purchased with the Funds to Sheriff for exclusive use within the ~~TOWN~~DISTRICT.

Personal Property (Other Than Currency). The decision to dispose of or use personal property seized within the TOWNDISTRICT through active participation of Sheriff employees and subsequently forfeited solely to Town under Chapter 932, Florida Statutes, other than currency that is addressed in Section 13.4 through Section 13.6, shall be in the sole discretion of Town.

If Town decides to use personal property forfeited to Town under Chapter 932, Florida Statutes, other than currency, Town shall reimburse Sheriff for any costs, such as filing fees and/or storage fees, incurred in the seizure and forfeiture of such property.

Upon concurrence of the District Chief, with approval of the Sheriff chain of command, Sheriff may apply to TOWN to use of such personal property either within or outside the DISTRICT, and if approved by the Town Manager.

If this Agreement is terminated, any personal property seized pursuant to this article and used by Sheriff (within or outside the TOWNDISTRICT) shall be returned to TOWN.

If TOWN decides to dispose of personal property forfeited to TOWN under Chapter 932, Florida Statutes, other than currency, the proceeds of the sale of such property shall be deposited in the TOWN Fund. Proceeds from the sale of property deposited pursuant to this section may be designated for Sheriff's use within the confines of the TOWNDISTRICT, in the same manner as provided above.

Real Property. Sheriff agrees to notify TOWN of its intent to initiate forfeiture proceedings involving real property seized solely by Sheriff prior to the filing of a complaint for forfeiture. Within five (5) business days after such notice, TOWN will notify Sheriff of any objections TOWN has related to the impending forfeiture proceeding. If the Parties are unable to reach a mutually agreed upon decision, the final decision to proceed shall be made by TOWN. The Parties agree that the decision to use or dispose of real property seized within the TOWNDISTRICT, through active participation of Sheriff's employees, and subsequently forfeited solely to Sheriff pursuant to Chapter 932, Florida Statutes, shall be in the absolute and sole discretion of TOWN.

If TOWN decides to dispose of such real property, proceeds from the sale of the real property shall be deposited into the Town Fund, less any loans, mortgages, liens, costs (such as filing fees, maintenance, and insurance fees) or any other encumbrance on the property incurred by Sheriff in the seizure, forfeiture, or sale of such property. Proceeds from the sale of real property deposited in the Town Fund may be designated for Sheriff's use within the confines of the TOWNDISTRICT, in the same manner as provided above.

If TOWN decides to use such real property, TOWN shall reimburse Sheriff for any loans, mortgages, liens, costs (as described below), or any other encumbrance on the property incurred by Sheriff in the seizure and forfeiture of such property.

Any costs incurred in the seizure, forfeiture, or sale of personal or real property seized within the TOWNDISTRICT, through active participation of Sheriff employees and subsequently forfeited shall be paid by TOWN or reimbursed to Sheriff, in the following priority:

Payment of the balance due on any lien on personal or real property preserved by the court in the forfeiture proceedings; and then

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

d. Grant funds and miscellaneous revenues. BSO shall cooperate with the TOWN and, to the extent allowable by law, act as the law enforcement agent on behalf of the TOWN in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The TOWN shall make these funds available to the BSO to carryout the intent of the grant program as approved by the granting agency and the TOWN. Except as otherwise set forth herein, it is understood by both parties that all revenues currently received by the TOWN as a result of law enforcement activities shall continue to be received by the TOWN as previously mentioned herein or as may be added in the future. This shall include, but not be limited to, towing fees per the TOWN's current agreement.

11. **FUEL FACILITY**

NOT APPLICABLE

12. **TOWING**

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

13. **INSURANCE**

BSO shall maintain in addition to those policies of insurance required and contemplated elsewhere in this Agreement, general liability, automobile liability, public officials liability, worker's compensation and law enforcement liability insurance policies in the amounts set forth below:

General Liability/Public Officials/Law Enforcement Liability
\$1,000,000 occurrence /\$2,000,000 aggregate

Automobile Liability
\$1,000,000 occurrence/\$2,000,000 aggregate

Worker's Compensation: Statutory.

BSO shall maintain these insurance policies throughout the Term. BSO shall name the TOWN as an additional insured under the General Liability policy. BSO shall provide the TOWN with copies of the insurance policies required hereunder and all renewals thereof. The costs of all these insurance policies shall be the sole obligation of BSO; however the TOWN understands and acknowledges that the cost of this coverage is allocated to the TOWN through the consideration set forth in the Special Terms and Conditions of this Agreement. BSO may provide the insurance required in this Section through a self-insurance program and/or excess policies.

The TOWN shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General Liability and Property coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the TOWN and the BSO in the event of claims related to the Facilities or damage/destruction of Facilities utilized by the BSO under this Agreement. In the event that BSO shall take and bring additional equipment or other property to the facility, BSO does so at its own cost and expense.

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, provided the Defaulting Party is first given written notice with ten (10) calendar days to cure;
 2. Performance of Services. Failure of BSO to perform the Police Services as required herein at any time during the Term;

3. Other Performance. Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the Police Services) or to cure any misrepresentation or breach of any representation or warranty herein within thirty (30) days after receipt by the Defaulting Party of written notice of such failure, misrepresentation or breach;
 4. Bankruptcy of Defaulting Party. Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of the Defaulting Party; or
 5. Default. Failure of the Defaulting Party to perform any covenant, condition, agreement or provision contained in any other agreement or to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.
- b. Upon the occurrence and continuance of a Default by the Defaulting Party, the party not in Default (the "Non-Defaulting Party") may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies:
1. Terminate this Agreement;
 2. Withhold payment or performance under this Agreement until such time as such Default is cured, provided the performance level does not compromise the safety of the public;
 3. Cure such Default and recover the costs thereof from the Defaulting Party;
 4. Seek injunctive relief to enjoin any act of the Defaulting Party in violation hereof;
 5. Seek specific performance of any covenant or obligation of the Defaulting Party hereunder; or
 6. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.

15. **TERMINATION**

This Agreement shall terminate on September 30, 2023. The Town or BSO may terminate this Agreement sooner without penalty and for convenience with _____ days notice to the other Party BSO.

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16. **INDEMNIFICATION**

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

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

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

16.4 The parties hereby acknowledge that the consideration and services provided hereunder by each party, one to the other, shall serve as consideration for the indemnification provided under this Agreement. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

17. DISPUTE RESOLUTION PROCESS

17.1 If the parties have any disagreement, dispute, breach or claim of breach, nonperformance, 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 section, 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 appropriate.

17.2 A party will provide a 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 Town Manager will conduct a meeting to attempt to resolve the matter.

17.3. If the District Chief or designated Captain and the Town Manager are unable to reach resolution at the meeting prescribed in subsection 17.2. above, then within five (5) business days after such meeting, the BSO's Colonel or designee and the Town Manager will meet and attempt to resolve the matter.

17.4 If the BSO's Colonel or designee and the Town Manager are unable to reach resolution at the meeting prescribed in subsection 17.3. above, then within five (5) business days after such meeting or as otherwise agreed, the Sheriff and the Town Manager will meet and attempt to resolve all pending matters of a Dispute. The parties acknowledge that any agreement reached under this subsection may require subsequent approval by the Town Commission and the Sheriff.

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

17.6. 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**

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

19. **NO PARTNERSHIP**

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

20. **REPRESENTATIONS AND WARRANTIES OF TOWN**

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

- a. The TOWN is and shall remain duly organized, validly existing and in good standing under the laws of the State of Florida, has and shall retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action on behalf of the TOWN has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.
- b. This Agreement has been duly executed and delivered by the TOWN and constitutes the valid and legally binding obligation of the TOWN enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which TOWN is a party or by which TOWN is bound, (b) results in the violation by the TOWN of any provision of any Applicable Law applicable to TOWN or to which TOWN may be subject, (c) violate or conflict with any charter or other document governing the actions of TOWN, or (d) require TOWN to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The TOWN is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.
- d. No representation or warranty made by the TOWN herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

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 shall retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;

- b. This Agreement has been duly executed and delivered by BSO and constitutes the valid and legally binding obligation of BSO enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which BSO is a party or by which BSO is bound, (b) result in the violation by BSO of any provision of any Applicable Law applicable to BSO or to which BSO may be subject, (c) violate or conflict with any charter or other document governing the actions of BSO, or (d) require BSO to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. BSO is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.
- d. BSO has complied and shall comply with all Applicable Laws relating to the performance of the Police Services and the employment of the District Employees.
- e. No representation or warranty made by BSO herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.
- f. The parties recognize that neither party has the right to modify the terms and conditions of this Agreement (i.e. staffing, consideration), unless such modification is mutually agreed upon through a formal written amendment or authorized in accordance with Section 2(b). Additionally, neither party shall have the right of setoff or the right to reduce its contractual obligation to the other party by amounts in dispute absent a mutual written agreement of the parties, except as otherwise provided herein.

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 email or facsimile on a business day addressed to the party to which such notice is directed at its address determined in accordance with this Article with customary confirmation of receipt of such email or facsimile received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

TOWN: See Special Terms and Conditions

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

With a Copy to: Broward Sheriff's Office
Office of the General Counsel
2601 W. Broward Blvd
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 TOWN and BSO hereby submits to such jurisdiction and venue and waives any defense of inconvenient forum in relation hereto.

31. **WAIVER OF RIGHTS**

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

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. **DESCRIPTION OF SERVICES**

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

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

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

- a. Direct Services – are those services that are provided by the District Employees.
- b. Indirect Services – are those BSO-provided Non-District Employee services that are centralized within BSO, but provide benefits throughout Broward County (including the TOWN).

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

Each of these services is detailed further below.

DIRECT SERVICES:

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

a. *Uniformed law enforcement patrol*

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

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

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

b. *Other Law Enforcement Services*

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

1. BSO shall provide public education programs;
2. BSO may provide law enforcement action (i.e. DUI checkpoints, drug enforcement initiatives) as determined by the District Chief based on trends and statistics within the TOWN;
3. The District Chief or designee shall attend and participate at Town staff meetings, Town Commission meetings as requested by the Town Manager or designee;
4. Upon the request of a homeowners' association, the District Chief or designee shall attend the association's membership meeting;
5. BSO shall provide the Specific Services, if any, set forth in Exhibit A to this Agreement.

INDIRECT SERVICES:

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

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

The costs of indirect services are allocated to this Agreement.

SPECIAL DETAIL SERVICES

1. BSO shall provide security and traffic detail deputies to support special event activities occurring within the TOWN in accordance with the BSO's Special Details Policies and Procedures. BSO shall cooperate with the TOWN and follow TOWN procedures in the permitting of special events. Special details for which deputies must be dedicated or assigned to an event shall be worked out with the sponsoring agency.
2. BSO will provide special detail services for TOWN sponsored events; however the District Chief, in his/her discretion, will determine whether the services can be provided through the on-duty staff assigned to the District or through a special detail. If in the District Chief's discretion, BSO is able to provide the required level of services with on-duty personnel within the District at the time of the event, the TOWN will incur no additional costs associated with such services; however the TOWN understands and acknowledges that the on-duty personnel may be called to an incident during the TOWN sponsored event. For those TOWN-Sponsored events in which the District Chief determines that BSO is unable to provide the required level of services with

on-duty personnel within the District at the time of the event, BSO will provide the required level of services through a special detail and/or overtime and the TOWN will be charged at BSO's special detail rates and/or overtime at the time of the event.

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

COUNTYWIDE SERVICES

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

- a) Regional narcotics investigations;
- b) Career criminal investigation;
- c) Multi-agency gang task force operations;
- d) Marine/diver team;
- e) SWAT team response;
- f) Major investigations to include homicide;
- g) Drug enforcement and money laundering; and
- h) Strategic intelligence functions;
- i) Law enforcement technical support services;
- j) Street crimes enforcement;
- k) Full-service crime lab;
- l) Helicopter patrol and air rescue services;
- m) E-911 (law enforcement dispatch), and subject to the terms and conditions set forth in the E-911 Regional Inter-Local Agreement entered into by the TOWN and the County; and
- n) Any other services, excluding those indirect services listed, BSO generally provides to other law enforcement agencies throughout Broward County, whether they have a contract with BSO or not.

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

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

Should funding from Broward County cease and the E-911 services are not possible, BSO and TOWN will execute an amendment to this Agreement in a timely manner, as necessary to formally address any modification to the Parties' respective obligations and funding costs; however the lack of a formally executed amendment will not change the effective date of such modifications, which will occur on the date funding and/or services ceases. Should funding from Broward County not fully fund the E-911 services, then BSO and TOWN will execute an amendment to this Agreement in a timely manner, as necessary to formally address any modification to the Parties' respective obligations and funding costs; however the lack of a formally executed amendment will not change the effective date of such modifications, which will occur on the date funding ceases.

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

ADDITIONAL SERVICES:

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

Town Clerk

From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Wednesday, August 3, 2022 1:30 PM
To: Town Attorney
Subject: RE: Pembroke Park/BSO contracts

Please give me a call to discuss a few of the other changes to the contract. thanks

H. Lee Futch
Deputy General Counsel – Sworn
Broward Sheriff's Office
954-831-8394

Please note that Florida has a broad public records law, and that all correspondence sent to me via E-mail may be subject to disclosure.

From: Town Attorney <townattorney@tppl.gov>
Sent: Wednesday, August 3, 2022 10:43 AM
To: Futch, Lee <Lee_Futch@sheriff.org>
Cc: JC Jimenez <jcjimenez@tppl.gov>
Subject: RE: Pembroke Park/BSO contracts

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How about 1130 today with you and me and JC the town manager? I can set up a TEAMS meeting.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppl.gov
www.tppl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message.

From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Wednesday, August 3, 2022 10:39 AM
To: Town Attorney <townattorney@tppfl.gov>
Subject: RE: Pembroke Park/BSO contracts

Melissa – Terrence is not available until Tuesday. I have a two pm meeting today, other than that I am available. I also have time tomorrow morning. let me know if that works or you prefer to have Terrence attend as well?

From: Town Attorney <townattorney@tppfl.gov>
Sent: Wednesday, August 3, 2022 10:05 AM
To: Lynch, Terrence <Terrence_Lynch@sheriff.org>
Cc: Bonaby, Maureen <Maureen_Bonaby@sheriff.org>; JC Jimenez <jcjimenez@tppfl.gov>; Futch, Lee <Lee_Futch@sheriff.org>; Bonaby, Maureen <Maureen_Bonaby@sheriff.org>
Subject: RE: Pembroke Park/BSO contracts
Importance: High

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Terrence and Lee,
JC and I would like an opportunity to discuss this with you. Do you have time to discuss today?

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Lynch, Terrence <Terrence_Lynch@sheriff.org>
Sent: Tuesday, August 2, 2022 11:35 AM
To: Town Attorney <townattorney@tppfl.gov>
Cc: Bonaby, Maureen <Maureen_Bonaby@sheriff.org>; JC Jimenez <jcjimenez@tppfl.gov>; Futch, Lee

<Lee_Futch@sheriff.org>; Bonaby, Maureen <Maureen_Bonaby@sheriff.org>

Subject: RE: Pembroke Park/BSO contracts

Good morning, Melissa.

We did have a conversation back in mid-May where I relayed an offer that included a 60-day out provision for the next fiscal year. However, that proposal involved a stand-alone department without West Park. A few days later I called you back and advised that BSO had modified its offer and that BSO would continue police services for the Town with West Park through the end of the next fiscal year; however, there would be no transition period and no out provision. The most recent proposal that you were sent by BSO contained that very proposal, which you countered with a 60-day out provision. BSO has now countered with a 6-month termination provision – essentially what we have in place in all of our service contracts.

I'm advised that a 60-day termination provision is not acceptable to BSO because of the intertwined budgets that will need to be resolved with the County when/if the Town terminates the contract, the need to amend the contract with West Park for the new staffing and consideration, and the transition of staff to other assignments within the agency.

Please let me know if you have any other questions.

Terrence Lynch, Esq.
General Counsel
Broward County Sheriff's Office
2601 W. Broward Blvd.
Fort Lauderdale, FL 33312
Office: (954) 831-8921
Fax: (954) 321-5040



Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure.

From: Town Attorney <townattorney@tppfl.gov>

Sent: Monday, August 1, 2022 5:50 PM

To: Futch, Lee <Lee_Futch@sheriff.org>; Lynch, Terrence <Terrence_Lynch@sheriff.org>

Cc: Bonaby, Maureen <Maureen_Bonaby@sheriff.org>; JC Jimenez <jcjimenez@tppfl.gov>

Subject: Re: Pembroke Park/BSO contracts

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Lee, JC (the town manager) and I spoke with Terrence by phone a few months ago and he assured us we could have a 60 day termination period.

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From: Futch, Lee <Lee_Futch@sheriff.org>

Sent: Monday, August 1, 2022 4:20:11 PM

To: Town Attorney <townattorney@tppfl.gov>; Lynch, Terrence <Terrence_Lynch@sheriff.org>

Cc: Bonaby, Maureen <Maureen_Bonaby@sheriff.org>

Subject: RE: Pembroke Park/BSO contracts

Melissa – attached is the updated draft with my edits. The 60 day termination is not acceptable to BSO. We would need more time to transfer personnel out of the Town and we would need to engage the County in budget amendments to reflect that we are no longer providing the services. I adjusted the 60 days notice to 180 days notice as that is what is in the current contract and has been in place for fifteen years. Please review the remainder of the edits and give me a call to discuss if needed.

Thank you, Lee

From: Town Attorney <townattorney@tppfl.gov>

Sent: Monday, August 1, 2022 11:10 AM

To: Futch, Lee <Lee_Futch@sheriff.org>; Lynch, Terrence <Terrence_Lynch@sheriff.org>

Cc: JC Jimenez <jcijimenez@tppfl.gov>

Subject: Pembroke Park/BSO contracts

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Lee and Terrence,

Just checking in to see where you are with the review of the edited agreements I sent back for your review? The agenda deadline is tomorrow for the next voting meeting so I am hoping you will turning the agreements around to me by tomorrow/

Thank you,

Melissa P. Anderson, Esq.

Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov | townofpembrokepark.com
3150 SW 52nd Ave Pembroke Park, FL 33023

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Town Clerk

Subject: BSO contract
Location: Microsoft Teams Meeting

Start: Wed 8/3/2022 11:30 AM
End: Wed 8/3/2022 12:00 PM
Show Time As: Tentative

Recurrence: (none)

Meeting Status: Not yet responded

Organizer: Town Attorney
Required Attendees: JC Jimenez; Futch, Lee
Optional Attendees: Dierdre Davis

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Meeting ID: 279 648 967 393

Passcode: 2LiSap

[Download Teams](#) | [Join on the web](#)

[Learn More](#) | [Meeting options](#)

Town Clerk

From: Town Attorney
Sent: Tuesday, August 2, 2022 12:04 PM
To: Lynch, Terrence
Cc: Bonaby, Maureen; JC Jimenez; Futch, Lee; Bonaby, Maureen
Subject: RE: Pembroke Park/BSO contracts

That was not my take away from that conversation so thank you for the clarification. We will present the contract with Lee's changes to the commission.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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Cc: Bonaby, Maureen <Maureen_Bonaby@sheriff.org>; JC Jimenez <jcjimenez@tppfl.gov>; Futch, Lee <Lee_Futch@sheriff.org>; Bonaby, Maureen <Maureen_Bonaby@sheriff.org>
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Terrence Lynch, Esq.
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Office: (954) 831-8921
Fax: (954) 321-5040



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Subject: Re: Pembroke Park/BSO contracts

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Sent: Monday, August 1, 2022 4:20:11 PM
To: Town Attorney <townattorney@tppfl.gov>; Lynch, Terrence <Terrence_Lynch@sheriff.org>
Cc: Bonaby, Maureen <Maureen_Bonaby@sheriff.org>
Subject: RE: Pembroke Park/BSO contracts

Melissa – attached is the updated draft with my edits. The 60 day termination is not acceptable to BSO. We would need more time to transfer personnel out of the Town and we would need to engage the County in budget amendments to reflect that we are no longer providing the services. I adjusted the 60 days notice to 180 days notice as that is what is in the current contract and has been in place for fifteen years. Please review the remainder of the edits and give me a call to discuss if needed.

Thank you, Lee

From: Town Attorney <townattorney@tppfl.gov>
Sent: Monday, August 1, 2022 11:10 AM
To: Futch, Lee <Lee_Futch@sheriff.org>; Lynch, Terrence <Terrence_Lynch@sheriff.org>
Cc: JC Jimenez <jcjimenez@tppfl.gov>
Subject: Pembroke Park/BSO contracts

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Lee and Terrence,

Just checking in to see where you are with the review of the edited agreements I sent back for your review? The agenda deadline is tomorrow for the next voting meeting so I am hoping you will turning the agreements around to me by tomorrow/

Thank you,

Melissa P. Anderson, Esq.

Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppl.gov
www.tppl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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Town Clerk

From: Town Attorney
Sent: Monday, August 1, 2022 12:00 PM
To: Futch, Lee; Lynch, Terrence
Cc: JC Jimenez
Subject: Fire contract

Importance: High

Also, I need the main contract for the fire agreement. I believe I just reviewed the exhibits.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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Town Clerk

From: Town Attorney
Sent: Thursday, July 21, 2022 8:31 AM
To: Futch, Lee
Cc: Lynch, Terrence; Bonaby, Maureen; JC Jimenez; David Howard
Subject: RE: Pembroke Park

Ok, thanks. I will go over the new draft and send you comments.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Thursday, July 21, 2022 8:30 AM
To: Town Attorney <townattorney@tppfl.gov>
Cc: Lynch, Terrence <Terrence_Lynch@sheriff.org>; Bonaby, Maureen <Maureen_Bonaby@sheriff.org>
Subject: RE: Pembroke Park

Melissa - I made some changes to the agreement from the original draft. The updated draft is the one I sent yesterday,

From: Town Attorney <townattorney@tppfl.gov>
Sent: Thursday, July 21, 2022 8:19 AM
To: Futch, Lee <Lee_Futch@sheriff.org>
Cc: Lynch, Terrence <Terrence_Lynch@sheriff.org>; Bonaby, Maureen <Maureen_Bonaby@sheriff.org>; JC Jimenez <jcjimenez@tppfl.gov>; David Howard <dhoward@tppfl.gov>
Subject: RE: Pembroke Park

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Attached please find redlined interim police services contract and Exhibit B. I am passing on the new Exhibit A you sent to me yesterday to JC and David to review.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Wednesday, July 20, 2022 10:58 AM
To: Town Attorney <townattorney@tppfl.gov>
Cc: Lynch, Terrence <Terrence_Lynch@sheriff.org>; Bonaby, Maureen <Maureen_Bonaby@sheriff.org>
Subject: Pembroke Park

Good Morning, Melissa – attached is the updated draft proposal for law enforcement services for next year. The staffing levels and consideration have been added. Please let me know the Town's position on services for next year by August 15. Should the Town decide to retain BSO services for another year it will at the same 60/40 split as the current contract. Should the Town decide not to enter into a new contract we will need time to move personnel and work with your current District partner to account for the change in services.

Lee

H. Lee Futch
Deputy General Counsel – Sworn
Broward Sheriff's Office
954-831-8394

Please note that Florida has a broad public records law, and that all correspondence sent to me via E-mail may be subject to disclosure.

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WARNING: This email originated from outside of the Town of Pembroke Park Organization. Do not click links/images or open attachments unless you recognize the sender and know the content is safe.

AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT FOR POLICE SERVICES, dated the ____ day of _____, 2022, is made by and between the Town of Pembroke Park, Florida, (hereinafter referred to as the "TOWN") and Gregory Tony, as Sheriff of Broward County (hereinafter referred to as "BSO").

WITNESSETH:

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

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

WHEREAS, the TOWN is forming its own municipal police department which shall launch in February of 2023, desirous of maintaining its Charter police power but at the same time until the formal launch of its own police department, the Town wishes to provide for daily police services through contractual agreement; and

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

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

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

**AGREEMENT FOR POLICE SERVICES BETWEEN THE TOWN OF PEMBROKE
PARK AND GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA**

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

BSO:

SHERIFF OF BROWARD COUNTY

By: _____
GREGORY TONY, Sheriff

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

By: _____
TERRENCE O. LYNCH, General Counsel

**AGREEMENT FOR POLICE SERVICES BETWEEN THE TOWN OF PEMBROKE
PARK AND GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA**

TOWN:

TOWN OF PEMBROKE PARK

ATTEST:

MARLEN D. MARTELL
Town Clerk

(SEAL)

By: _____
GEOFFREY JACOBS
Mayor

Dated: _____

By: _____
JC JIMENEZ
Town Manager

Dated: _____

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

MELISSA P. ANDERSON
Town Attorney

EXHIBIT B

POLICE SERVICES GENERAL CONDITIONS

I. 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 Services between the TOWN 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 Sheriff of Broward County, Florida.
- d. TOWN. "TOWN" shall mean the Town that has contracted with BSO for Police Services pursuant to this Agreement and is identified in the Special Terms and Conditions.
- e. Town Boundaries. "Town Boundaries" shall mean the area within the municipal boundaries of the TOWN, as shown in the Special Terms and Conditions of this Agreement.
- f. Town Manager. "Town Manager" shall mean the duly appointed and validly existing Town Manager of the TOWN ~~—In the absence of the Town Manager, the Assistant Town Manager or person acting in the capacity of Town Manager shall have the same authority as that of the Town Manager.~~
- g. Consideration. "Consideration" shall mean the monthly payment and other amounts payable by the TOWN hereunder in consideration of the Services performed by BSO, as set forth herein.
- h. District. "District" shall mean (a) the Town Boundaries, the ~~Town of Pembroke Park City of West Park~~, or (b) the Annexed TOWN Boundaries on the date the TOWN's annexation plan becomes effective after the Florida Legislature approves such annexation plan, provided BSO has received the required notification thereof as set forth herein; ~~and~~ (c) any additional geographic area to be serviced by the District employees based upon a mutual written agreement of the TOWN and BSO.
- i. District Chief. "District Chief" shall mean the individual responsible for supervising all law enforcement employees and law enforcement activities within the District. The District Chief shall be the rank of Captain. The District Chief shall serve as the liaison between TOWN and BSO.

- j. District Employees. "District Employees" shall mean BSO employees permanently assigned to the District who possess the necessary qualifications and experience to provide police and support services.
- k. Effective Date. "Effective Date" shall mean the date in which the Agreement is to commence. The Effective Date is set forth in the Special Terms and Conditions of this Agreement.
- l. Facilities. "Facilities" shall mean that portion of the Police Services Center which is used by BSO and any additional facilities that are owned by the TOWN and used by BSO on a permanent basis to provide police services. The Facilities are listed in the Special Terms and Conditions of this Agreement.
- m. 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.
- n. Patrol Zone shall mean the geographic areas within the District, as mutually agreed upon by the District Chief and the Town Manager, in which Patrol Deputy Sheriffs are assigned.
- o. Police Services Center. "Police Services Center" shall mean the premises owned by the TOWN in which the BSO command staff assigned to the TOWN maintains their offices. The address of the Police Services Center is set forth in the Special Terms and Conditions of this Agreement.
- p. Police Services. "Police Services" shall mean the aggregate of all police related services provided by BSO pursuant to this Agreement.
- q. Term. "Term" shall mean the length of this Agreement and any extensions thereto.
- r. Uniformed Deputy. "Uniformed Deputy" shall mean a uniformed Deputy Sheriff employed by BSO who patrols the District.

Commented [TA1]: Is this applicable to Pembroke Park?

2. **STAFFING**

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

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

- b. **Deletions and Additions.** The TOWN shall have the right to unilaterally delete services upon no less than sixty (60) calendar days prior written notice, and such deletions shall be

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

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

d. **Deployment.** BSO shall have the discretion to deploy District Employees as necessary to meet the goals and objectives of the TOWN. The cost of such deployment is included in the yearly consideration.

The District Chief's discretion regarding the deployment of the personnel shall be exercised with the intent of providing the most effective police services to the TOWN pursuant to the terms and conditions of this Agreement. The District Chief shall keep the Town Manager informed of the deployment of such personnel through weekly staff meetings and as requested by the Town Manager.

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

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

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

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

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

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

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

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

i. Transfers – BSO's Rights. BSO shall have the right to transfer any Employee out of the District. The Town Manager shall be kept informed of all transfers within five (5) calendar days.

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

j. Transfers – TOWN Right. Except for the District Chief, which is covered in Section 9 of these General Terms and Conditions, the Town Manager shall have the right to request the transfer of BSO personnel out of the TOWN, which shall not be arbitrary or capricious. The request must be sent to the District Chief in writing setting forth the name of the employee, employee's rank and the reason for the request (the "Transfer Request"). The Transfer Request must be approved in writing by BSO, however such approval shall not be unreasonably withheld. BSO shall notify the TOWN in writing as to whether BSO approves of the Transfer Request within 5 business days of receipt of the Transfer Request. If BSO fails to notify the TOWN within 5 business days of the Transfer Request, the Transfer Request shall be deemed approved. If BSO approves the Transfer Request, the employee shall be transferred out of the District as soon as reasonably possible but in no event more than 30 days after BSO approves the Transfer Request. An employee transferred out of the District at the request of the TOWN shall not be reassigned to the TOWN without TOWN approval.

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

l. **Replacements.** Any Personnel transferred or reassigned out of the TOWN shall be replaced as soon as practicable.

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

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

3. **ASSIGNMENT OF POLICE POWERS**

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

4. **GOALS AND OBJECTIVES**

As requested by the Town Manager, the District Chief shall meet with the Town Manager to discuss law enforcement activities within the TOWN. At such meeting, the District Chief shall present the Town Manager with information regarding the following:

- a. Calls for service by time of day, geographic location, date and type of call;
- b. Reported incidents, criminal and non-criminal;

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

5. **REPORTS**

BSO shall provide reports upon request to the TOWN Manager that include the following information:

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

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

BSO shall provide the TOWN with detailed reports indicating budget amounts, year to date expenditures, variances, etc., upon request to the District Chief. BSO shall develop and maintain a strategic plan for law enforcement services provided to the TOWN.

6. **CONSIDERATION**

- a. For the period from the Effective Date through September 30, 2023, the annualized consideration amount and the monthly payment amount for police services shall be as set forth in the Special Terms and Conditions, payable on the 1st of each month. Should County requirements for payments remitted by SHERIFF change to the 15th of the month then such change shall apply to the TOWN as well.
- b. 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 TOWN and BSO will negotiate in good faith any adjustments to the Consideration. The parties recognize and acknowledge that time is of the essence in resolving this issue.

- c. For purposes of calculating the budget for Personnel Services, the District Employees assigned to the District in February of each year shall be the employees used to calculate the budget for the upcoming fiscal year, which is due to the TOWN on May 15th as set forth above. The annual wages, taxes, pension and health insurance costs associated with each employee shall be determined based upon factors such as contractual wage increases, FICA rates and maximums, pension rates (as dictated by the applicable plan) and proposed health insurance rates. If there are any vacant positions on the payroll period in February, the budgeted cost of the vacant positions for the upcoming fiscal year shall be calculated based upon the prevailing budgeted cost of the BSO's Employees within the same job classification.
- f. If BSO and the TOWN are able to reach an agreement regarding the consideration, the TOWN shall pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month.
- g. The parties recognize that the TOWN has no right of setoff or to reduce the consideration payable to BSO by amounts in dispute absent a mutual written agreement of the parties.
- l. In addition to the consideration being paid by the TOWN to BSO under this Agreement, and pursuant to the Regional Interlocal Agreement Between Broward County and the TOWN Providing for Cooperative Participation in a Regional Public Safety Intranet, the TOWN agrees to pay its pro rata share for BSO's mobile and portable radios and auxiliary equipment to the extent allocated for the District, and all needed repairs and replacements thereto in accordance with the Regional Interlocal Agreement.

Commented [TA2]: Does BSO have a number for this?

7. **VEHICLE MARKINGS**

Each patrol vehicle assigned to the District shall prominently display on the vehicle's exterior, "Pembroke Park/ West Park" in three (3) to six (6) inch lettering, in accordance with the BSO standard vehicle markings.

8. **FACILITIES**

BSO shall use the Police Services Center as its District Headquarters.

9. **DISTRICT CHIEF**

BSO shall provide, pursuant to this Agreement, a District Chief. The District Chief shall be assigned full-time to the District and shall provide direct supervision of activities at the District's Police Services Center and District Employees provided pursuant to this Agreement. The District Chief shall, among other specified duties, act as liaison between BSO and the TOWN. BSO's District Chief shall also function as a member of the TOWN's staff with regard to law enforcement issues and report to the Town Manager in that capacity. The District Chief shall be responsible for all law enforcement related emergency management duties on behalf of the District, and his or her responsibilities, except for his or her responsibilities to BSO, shall be

limited to the District, as described herein. The TOWN and BSO understand and acknowledge that the District Chief is employed by BSO and therefore has certain employment responsibilities to BSO, however such responsibilities shall not substantially interfere with the District Chief's responsibilities as the District Chief.

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

In the event the TOWN becomes dissatisfied with the performance of the District Chief, the TOWN shall provide notification to BSO. Thereafter, representatives of BSO and the TOWN shall meet to discuss possible remedies of the problems experienced by the TOWN. BSO agrees to act in good faith in resolving any problems experienced by the TOWN. The Town Manager and City Manager may remove the District Chief at any time, without cause.

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

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

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

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

- a. All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for and forwarded to the TOWN pursuant to Florida Statutes, Section 943.25, shall be assigned over to the BSO and used by the District for the law enforcement education purposes authorized in the statute. Apart from such funds and except for the provisions set forth in subsection 10(k) of these General Terms and Conditions, Grant Funds and Miscellaneous Revenues, BSO shall have no claim or right to any other monies or things of value that the TOWN receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with law enforcement activities.
- b. The TOWN and BSO do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair the TOWN's right to the disposition of fines and forfeitures to which the TOWN would be entitled, pursuant to Florida Statutes, Section 316.660 as may be amended from time to time, or as to proceeds and forfeitures arising under the sale or disposition of unclaimed property or under any statutory or common law proceeding to which the TOWN would otherwise be entitled, except as limited herein.
- c. Asset Forfeiture Proceedings. Sheriff shall be responsible for determining whether asset forfeiture proceedings for property seized within the District through the active participation of Sheriff employees shall be initiated. Any asset forfeiture actions filed under Chapter 932, Florida Statutes, or pursuant to federal law, for property seized within the DISTRICT through active participation of Sheriff employees, shall be initiated and managed by Sheriff. Sheriff shall have sole discretion to determine legal strategy and litigation resolution based upon the best interests of the District and Sheriff.

Fees for Asset Forfeiture Proceedings. Sheriff's costs for forfeiture proceedings under state law shall be recovered from awarded funds as provided under the Florida Contraband Forfeiture Act. There are no fees under federal law.

Funds – Federal Seizure. Asset forfeitures seized utilizing federal law will be managed pursuant to federal regulations. Awarded federal forfeiture funds shall be equitably distributed by the applicable task force memorandum of understanding, if any, and any funds allocated for TOWN shall be deposited into the Sheriff's Federal Law Enforcement Trust Fund (hereinafter referred to as the "Federal Fund"). The funds in the Federal Fund are held by Sheriff pursuant to federal law for the benefit of operations at the TOWN.

Funds – State Seizure. Any funds seized within the DISTRICT through active participation of Sheriff's employees pursuant to Chapter 932 of the Florida Statutes, and subsequently forfeited solely to Sheriff, shall be deposited into Town's Law Enforcement Trust Fund, less any costs as provided in the Florida Contraband Forfeiture Act.

Use of Funds. During the Term of this Agreement, the Town Manager may earmark funds held by Sheriff in the Federal Fund or funds held by TOWN for Sheriff's use within the DISTRICT as follows:

Upon concurrence of the District Chief, with approval of the Sheriff chain of command, Sheriff may apply to TOWN for the use of such Funds within the boundaries of the DISTRICT, if such application is in compliance with Florida Statutes or federal law, as applicable.

The District Chief shall first submit the request to Sheriff's legal counsel for a determination as to whether the request complies with applicable law. If Sheriff's legal counsel finds that the request complies with applicable law, the District Chief shall then submit the request, accompanied by a written certification that the request complies with applicable law, to the Town Manager.

Upon appropriation, such funds shall be made available to Sheriff for its designated use within the confines of the DISTRICT. County shall transfer ownership of any personal property purchased with the Funds to Sheriff for exclusive use within the DISTRICT.

Personal Property (Other Than Currency). The decision to dispose of or use personal property seized within the DISTRICT through active participation of Sheriff's employees and subsequently forfeited solely to Town under Chapter 932, Florida Statutes, other than currency that is addressed in Section 13.4 through Section 13.6, shall be in the sole discretion of Town.

If Town decides to use personal property forfeited to Town under Chapter 932, Florida Statutes, other than currency, Town shall reimburse Sheriff for any costs, such as filing fees and/or storage fees, incurred in the seizure and forfeiture of such property.

Upon concurrence of the District Chief, with approval of the Sheriff chain of command, Sheriff may apply to TOWN to use of such personal property either within or outside the DISTRICT, and if approved by the Town Manager.

If this Agreement is terminated, any personal property seized pursuant to this article and used by Sheriff (within or outside the DISTRICT) shall be returned to TOWN.

If TOWN decides to dispose of personal property forfeited to TOWN under Chapter 932, Florida Statutes, other than currency, the proceeds of the sale of such property shall be deposited in the TOWN Fund. Proceeds from the sale of property deposited pursuant to this section may be designated for Sheriff's use within the confines of the DISTRICT, in the same manner as provided above.

Real Property. Sheriff agrees to notify TOWN of its intent to initiate forfeiture proceedings involving real property seized solely by Sheriff prior to the filing of a complaint for forfeiture. Within five (5) business days after such notice, TOWN will notify Sheriff of any objections TOWN has related to the impending forfeiture proceeding. If the Parties are unable to reach a mutually agreed upon decision, the final decision to proceed shall be made by TOWN. The Parties agree that the decision to use or dispose of real property seized within the DISTRICT, through active participation of Sheriff's employees, and subsequently forfeited solely to Sheriff pursuant to Chapter 932, Florida Statutes, shall be in the absolute and sole discretion of TOWN.

If TOWN decides to dispose of such real property, proceeds from the sale of the real property shall be deposited into the Town Fund, less any loans, mortgages, liens, costs (such as filing fees, maintenance, and insurance fees) or any other encumbrance on the property incurred by Sheriff in the seizure, forfeiture, or sale of such property. Proceeds from the sale of real property deposited in the Town Fund may be designated for Sheriff's use within the confines of the DISTRICT, in the same manner as provided above.

If TOWN decides to use such real property, TOWN shall reimburse Sheriff for any loans, mortgages, liens, costs (as described below), or any other encumbrance on the property incurred by Sheriff in the seizure and forfeiture of such property.

Any costs incurred in the seizure, forfeiture, or sale of personal or real property seized within the DISTRICT, through active participation of Sheriff employees and subsequently forfeited shall be paid by TOWN or reimbursed to Sheriff, in the following priority:

Payment of the balance due on any lien on personal or real property preserved by the court in the forfeiture proceedings; and then

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

d. Grant funds and miscellaneous revenues. BSO shall cooperate with the TOWN and, to the extent allowable by law, act as the law enforcement agent on behalf of the TOWN in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The TOWN shall make these funds available to the BSO to carry out the intent of the grant program as approved by the granting agency and the TOWN. Except as otherwise set forth herein, it is understood by both parties that all revenues currently received by the TOWN as a result of law enforcement activities shall continue to be received by the TOWN as previously mentioned herein or as may be added in the future. This shall include, but not be limited to, towing fees per the TOWN's current agreement.

11. FUEL FACILITY

NOT APPLICABLE

12. TOWING

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

no cost, or fails to list BSO as an additional insured. Further, BSO also reserves the right to continue to use towing services other than those of the TOWN's vendor with regards to all confiscations/forfeiture cases occurring within the TOWN

13. **INSURANCE**

BSO shall maintain in addition to those policies of insurance required and contemplated elsewhere in this Agreement, general liability, automobile liability, public officials liability, worker's compensation and law enforcement liability insurance policies in the amounts set forth below:

General Liability/Public Officials/Law Enforcement Liability
\$1,000,000 occurrence /\$2,000,000 aggregate

Automobile Liability
\$1,000,000 occurrence/\$2,000,000 aggregate

Worker's Compensation: Statutory.

BSO shall maintain these insurance policies throughout the Term. BSO shall name the TOWN as an additional insured under the General Liability policy. BSO shall provide the TOWN with copies of the insurance policies required hereunder and all renewals thereof. The costs of all these insurance policies shall be the sole obligation of BSO; however the TOWN understands and acknowledges that the cost of this coverage is allocated to the TOWN through the consideration set forth in the Special Terms and Conditions of this Agreement. BSO may provide the insurance required in this Section through a self-insurance program and/or excess policies.

The TOWN shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General Liability and Property coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the TOWN and the BSO in the event of claims related to the Facilities or damage/destruction of Facilities utilized by the BSO under this Agreement. In the event that BSO shall take and bring additional equipment or other property to the facility, BSO does so at its own cost and expense.

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"):
 - I. Payment. Failure of the Defaulting Party to pay any amount required hereunder, whether for Consideration, taxes, utilities, insurance or any other obligations, within ten (10) days after such is due hereunder, provided the Defaulting Party is first given written notice with ten (10) calendar days to cure;

2. Performance of Services. Failure of BSO to perform the Police Services as required herein at any time during the Term;
3. Other Performance. Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the Police Services) or to cure any misrepresentation or breach of any representation or warranty herein within thirty (30) days after receipt by the Defaulting Party of written notice of such failure, misrepresentation or breach;
4. Bankruptcy of Defaulting Party. Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of the Defaulting Party; or
5. Default. Failure of the Defaulting Party to perform any covenant, condition, agreement or provision contained in any other agreement or to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.

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

1. Terminate this Agreement;
2. Withhold payment or performance under this Agreement until such time as such Default is cured, provided the performance level does not compromise the safety of the public;
3. Cure such Default and recover the costs thereof from the Defaulting Party;
4. Seek injunctive relief to enjoin any act of the Defaulting Party in violation hereof;
5. Seek specific performance of any covenant or obligation of the Defaulting Party hereunder; or
6. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.

15. **TERMINATION**

This Agreement shall terminate on September 30, 2023. The Town may terminate this Agreement sooner without penalty and for convenience with 60 days notice to BSO.

16. **INDEMNIFICATION**

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

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

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

16.4 The parties hereby acknowledge that the consideration and services provided hereunder by each party, one to the other, shall serve as consideration for the indemnification provided under this Agreement. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

17. **DISPUTE RESOLUTION PROCESS**

17.1 If the parties have any disagreement, dispute, breach or claim of breach, nonperformance, 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 section, 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 appropriate.

17.2 A party will provide a 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 Town Manager will conduct a meeting to attempt to resolve the matter.

17.3. If the District Chief or designated Captain and the Town Manager are unable to reach resolution at the meeting prescribed in subsection 17.2. above, then within five (5) business days after such meeting, the BSO's Colonel or designee and the Town Manager will meet and attempt to resolve the matter.

17.4 If the BSO's Colonel or designee and the Town Manager are unable to reach resolution at the meeting prescribed in subsection 17.3. above, then within five (5) business days after such meeting or as otherwise agreed, the Sheriff and the Town Manager will meet and attempt to resolve all pending matters of a Dispute. The parties acknowledge that any agreement reached under this subsection may require subsequent approval by the Town Commission and the Sheriff.

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

17.6. 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**

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

19. **NO PARTNERSHIP**

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

of any kind from the other, except as specifically set forth herein. The TOWN and BSO shall assume full responsibility for their own compliance with any and all Applicable Laws.

20. **REPRESENTATIONS AND WARRANTIES OF TOWN**

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

- a. The TOWN is and shall remain duly organized, validly existing and in good standing under the laws of the State of Florida, has and shall retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action on behalf of the TOWN has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.
- b. This Agreement has been duly executed and delivered by the TOWN and constitutes the valid and legally binding obligation of the TOWN enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which TOWN is a party or by which TOWN is bound, (b) results in the violation by the TOWN of any provision of any Applicable Law applicable to TOWN or to which TOWN may be subject, (c) violate or conflict with any charter or other document governing the actions of TOWN, or (d) require TOWN to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The TOWN is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.
- d. No representation or warranty made by the TOWN herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

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 shall retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;
- b. This Agreement has been duly executed and delivered by BSO and constitutes the valid and legally binding obligation of BSO enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which BSO is a party or by which BSO is bound, (b) result in the violation by BSO of any provision of any Applicable Law applicable to BSO or to which BSO may be subject, (c) violate or conflict with any charter or other document governing the actions of BSO, or (d) require BSO to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. BSO is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.
- d. BSO has complied and shall comply with all Applicable Laws relating to the performance of the Police Services and the employment of the District Employees.
- e. No representation or warranty made by BSO herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.
- f. The parties recognize that neither party has the right to modify the terms and conditions of this Agreement (i.e. staffing, consideration), unless such modification is mutually agreed upon through a formal written amendment or authorized in accordance with Section 2(b). Additionally, neither party shall have the right of setoff or the right to reduce its contractual obligation to the other party by amounts in dispute absent a mutual written agreement of the parties, except as otherwise provided herein.

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 email or facsimile on a business day addressed to the party to which such notice is directed at its address determined in accordance with this Article with customary confirmation of receipt of such email or facsimile received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

TOWN: See Special Terms and Conditions

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

With a Copy to: Broward Sheriff's Office
Office of the General Counsel
2601 W. Broward Blvd
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 TOWN and BSO hereby submits to such jurisdiction and venue and waives any defense of inconvenient forum in relation hereto.

31. **WAIVER OF RIGHTS**

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

and BSO hereby irrevocably waive, to the fullest extent permitted by law, trial by jury on any action, proceeding or counterclaim, whether at law or equity, brought by either of them.

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. **DESCRIPTION OF SERVICES**

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

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

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

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

Each of these services is detailed further below.

DIRECT SERVICES:

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

a. *Uniformed law enforcement patrol*

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

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

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

b. *Other Law Enforcement Services*

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

- 1. BSO shall provide public education programs;
- 2. BSO may provide law enforcement action (i.e. DUI checkpoints, drug enforcement initiatives) as determined by the District Chief based on trends and statistics within the TOWN;
- 3. The District Chief or designee shall attend and participate at Town staff meetings, Town Commission meetings as requested by the Town Manager or designee;

4. Upon the request of a homeowners' association, the District Chief or designee shall attend the association's membership meeting;
5. BSO shall provide the Specific Services, if any, set forth in Exhibit A to this Agreement.

INDIRECT SERVICES:

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

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

The costs of indirect services are allocated to this Agreement.

SPECIAL DETAIL SERVICES

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

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

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

COUNTYWIDE SERVICES

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

- a) Regional narcotics investigations;
- b) Career criminal investigation;
- c) Multi-agency gang task force operations;
- d) Marine/diver team;
- e) SWAT team response;
- f) Major investigations to include homicide;
- g) Drug enforcement and money laundering; and
- h) Strategic intelligence functions;
- i) Law enforcement technical support services;
- j) Street crimes enforcement;
- k) Full-service crime lab;
- l) Helicopter patrol and air rescue services;
- m) E-911 (law enforcement dispatch), and subject to the terms and conditions set forth in the E-911 Regional Inter-Local Agreement entered into by the TOWN and the County; and
- n) Any other services, excluding those indirect services listed, BSO generally provides to other law enforcement agencies throughout Broward County, whether they have a contract with BSO or not.

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

unless the TOWN and BSO agree otherwise by a formal written amendment to this Agreement executed with the same formalities as set forth herein.

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

Should funding from Broward County cease and the E-911 services are not possible, BSO and TOWN will execute an amendment to this Agreement in a timely manner, as necessary to formally address any modification to the Parties' respective obligations and funding costs; however the lack of a formally executed amendment will not change the effective date of such modifications, which will occur on the date funding and/or services ceases. Should funding from Broward County not fully fund the E-911 services, then BSO and TOWN will execute an amendment to this Agreement in a timely manner, as necessary to formally address any modification to the Parties' respective obligations and funding costs; however the lack of a formally executed amendment will not change the effective date of such modifications, which will occur on the date funding ceases.

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

ADDITIONAL SERVICES:

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

Town Clerk

From: Town Attorney
Sent: Thursday, July 21, 2022 8:15 AM
To: Futch, Lee
Cc: Lynch, Terrence; Bonaby, Maureen; JC Jimenez; David Howard
Subject: RE: Pembroke Park
Attachments: bso fire exhibit b_2022_mpa.docx; BSO FIRE EX A.docx

Thank you, Lee. I have attached a marked up fire services agreement for your review. Police services agreement to follow.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppl.gov
www.tppl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Wednesday, July 20, 2022 10:58 AM
To: Town Attorney <townattorney@tppl.gov>
Cc: Lynch, Terrence <Terrence_Lynch@sheriff.org>; Bonaby, Maureen <Maureen_Bonaby@sheriff.org>
Subject: Pembroke Park

Good Morning, Melissa – attached is the updated draft proposal for law enforcement services for next year. The staffing levels and consideration have been added. Please let me know the Town's position on services for next year by August 15. Should the Town decide to retain BSO services for another year it will at the same 60/40 split as the current contract. Should the Town decide not to enter into a new contract we will need time to move personnel and work with your current District partner to account for the change in services.

Lee

H. Lee Futch
Deputy General Counsel – Sworn
Broward Sheriff's Office
954-831-8394

Town Clerk

From: Town Attorney
Sent: Tuesday, July 5, 2022 5:01 PM
To: Futch, Lee; Lynch, Terrence
Cc: Bonaby, Maureen
Subject: Re: Pembroke Park/BSO agreement

It would be great to have an attachment too

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From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Thursday, June 30, 2022 4:52:59 PM
To: Town Attorney <townattorney@tppfl.gov>; Lynch, Terrence <Terrence_Lynch@sheriff.org>
Cc: Bonaby, Maureen <Maureen_Bonaby@sheriff.org>
Subject: RE: Pembroke Park/BSO agreement

I believe it will be the same staffing that is currently in place - as well as the split percentage with West Park. I will confirm

From: Town Attorney <townattorney@tppfl.gov>
Sent: Thursday, June 30, 2022 8:52 AM
To: Futch, Lee <Lee_Futch@sheriff.org>; Lynch, Terrence <Terrence_Lynch@sheriff.org>
Cc: JC Jimenez <jcjimenez@tppfl.gov>; David Howard <dhoward@tppfl.gov>
Subject: Pembroke Park/BSO agreement
Importance: High

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Gentlemen,
I have reviewed the draft contract and documentation which was emailed over. However, there is nothing addressing Minimum Staffing or Staffing Structure in Exhibit A and this is obviously crucial. Can you please provide?

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

Town Clerk

From: Town Attorney
Sent: Friday, July 22, 2022 11:33 AM
To: Futch, Lee
Cc: Lynch, Terrence; Bonaby, Maureen; JC Jimenez; David Howard
Subject: RE: Pembroke Park
Attachments: BSO Police Services Agreement Exhibit A_072022_mpa.docx; BSO Exhibit B_072022_mpa.docx

Importance: High

Lee, in addition to the Police Services Agreement and the Fire Agreement and Exhibits I sent you yesterday, attached please find redlined versions of Exhibits A and B of the Police Services Agreement. I anticipate these being placed on the agenda for approval at the August 10th meeting so if you can get me your comments by the end of next week that would be good.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tpfpl.gov
www.tpfpl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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To: Town Attorney <townattorney@tpfpl.gov>
Cc: Lynch, Terrence <Terrence_Lynch@sheriff.org>; Bonaby, Maureen <Maureen_Bonaby@sheriff.org>
Subject: Pembroke Park

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Lee

H. Lee Futch

Deputy General Counsel – Sworn
Broward Sheriff's Office
954-831-8394

Please note that Florida has a broad public records law, and that all correspondence sent to me via E-mail may be subject to disclosure.

WARNING: This email originated from outside of the Town of Pembroke Park Organization. Do not click links/images or open attachments unless you recognize the sender and know the content is safe.

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

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

TOWN:	Town of Pembroke Park, FL
EFFECTIVE DATE:	October 1, 2022
TERM:	October 1, 2022 – September 30, 2023. <u>The Town may terminate this Agreement sooner without penalty and for convenience with 60 days notice to BSO.</u>
STAFFING STRUCTURE:	District Complement 1 District Police Captain 1 Deputy Sheriff Lieutenant 6 Deputy Sheriff Sergeants 35 Deputy Sheriffs 2 Community Service Aides 1 Investigative Aide 1 Administrative Support Specialist 47 TOTAL PERSONNEL
CONSIDERATION:	
Annual Consideration Based on the 60/40 split with West Park	\$ 3,494,603
POLICE SERVICES CENTER ADDRESS:	5690 Pembroke Road, West Park, FL
CODE ENFORCEMENT:	NO

FUEL SITE:	NO
NOTICE CITY ADDRESS:	Town Manager JC Jimenez Town of Pembroke Park 3150 SW 52nd Avenue Pembroke Park, Florida 33023

EXHIBIT B

POLICE SERVICES GENERAL CONDITIONS

1. DEFINITIONS

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

- a. Agreement. "Agreement" shall mean this Agreement for Police Services between the TOWN 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 Sheriff of Broward County, Florida.
- d. TOWN. "TOWN" shall mean the Town that has contracted with BSO for Police Services pursuant to this Agreement and is identified in the Special Terms and Conditions.
- e. Town Boundaries. "Town Boundaries" shall mean the area within the municipal boundaries of the TOWN, as shown in the Special Terms and Conditions of this Agreement.
- f. Town Manager. "Town Manager" shall mean the duly appointed and validly existing Town Manager of the TOWN, ~~or, In the absence of the Town Manager, the Assistant Town Manager or person acting in the capacity of Town Manager shall have the same authority as that of the Town Manager.~~
- g. Consideration. "Consideration" shall mean the monthly payment and other amounts payable by the TOWN hereunder in consideration of the Services performed by BSO, as set forth herein.
- h. District. "District" shall mean (a) the Town Boundaries, the City of West Park, or (b) the Annexed TOWN Boundaries on the date the TOWN's annexation plan becomes effective after the Florida Legislature approves such annexation plan, provided BSO has received the required notification thereof as set forth herein (c) any additional geographic area to be serviced by the District employees based upon a mutual written agreement of the TOWN and BSO.
- i. District Chief. "District Chief" shall mean the individual responsible for supervising all law enforcement employees and law enforcement activities within the District. The District Chief shall be the rank of Captain. The District Chief shall serve as the liaison between TOWN and BSO.

Commented [TA1]: Is this correct? It doesn't make sense to me

- j. District Employees. "District Employees" shall mean BSO employees permanently assigned to the District who possess the necessary qualifications and experience to provide police and support services.
- k. Effective Date. "Effective Date" shall mean the date in which the Agreement is to commence. The Effective Date is set forth in the Special Terms and Conditions of this Agreement.
- l. Facilities are listed in the Special Terms and Conditions of this Agreement.
- m. 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.
- n. Patrol Zone shall mean the geographic areas within the District, as mutually agreed upon by the District Chief and the Town Manager, in which Patrol Deputy Sheriffs are assigned.
- o. Police Services Center. "Police Services Center" shall mean the premises utilized by the TOWN or the City of West Park in which the BSO command staff assigned to the District maintains their offices. The address of the Police Services Center is set forth in the Special Terms and Conditions of this Agreement.
- p. Police Services. "Police Services" shall mean the aggregate of all police related services provided by BSO pursuant to this Agreement.
- q. Term. "Term" shall mean the length of this Agreement and any extensions thereto.
- r. Uniformed Deputy. "Uniformed Deputy" shall mean a uniformed Deputy Sheriff employed by BSO who patrols the District.

2. STAFFING

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

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

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

employees or the community, the parties shall collaborate to resolve the issue to their mutual satisfaction. The TOWN and CITY may add services, as mutually agreed upon by both parties, and such additions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly.

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

d. **Deployment.** BSO shall have the discretion to deploy District Employees as necessary to meet the goals and objectives of the TOWN. The cost of such deployment is included in the yearly consideration.

The District Chief's discretion regarding the deployment of the personnel shall be exercised with the intent of providing the most effective police services to the TOWN pursuant to the terms and conditions of this Agreement. The District Chief shall keep the Town Manager informed of the deployment of such personnel through weekly staff meetings and as requested by the Town Manager.

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

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

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

g. **Employment Responsibilities.** All District Employees shall be and remain BSO employees, and such employees shall not be considered employees of the TOWN for purposes of pension benefits, (except if previously a member of Town's pension system) insurance benefits, civil service benefits, compensation and/or any status or right. The TOWN and BSO understand and acknowledge that all costs, including the employment related costs, are included in the consideration payable by the TOWN to BSO in accordance with this Agreement.

h. **Staffing Review and Modifications.** As part of the TOWN's annual budgetary process, BSO shall evaluate the Staffing requirements for the TOWN to determine if the current staffing level and composition adequately meets the TOWN's goals and objectives. If BSO believes the staffing requirements need to be adjusted, BSO shall provide staffing recommendations to the TOWN Manager for review. If both parties agree to the

recommended staffing changes, this Agreement shall be modified through an amendment executed by both the TOWN and BSO with the same formalities as contained herein, which shall reflect the agreed upon staffing change(s) and a compensation adjustment based on actual cost of the staffing change(s).

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

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

i. **Transfers – BSO's Rights.** BSO shall have the right to transfer any Employee out of the District. The Town Manager shall be kept informed of all transfers within five (5) calendar days.

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

j. **Transfers – TOWN Right.** Except for the District Chief, which is covered in Section 9 of these General Terms and Conditions, the Town Manager shall have the right to request the transfer of BSO personnel out of the TOWN, which shall not be arbitrary or capricious. The request must be sent to the District Chief in writing setting forth the name of the employee, employee's rank and the reason for the request (the "Transfer Request"). The Transfer Request must be approved in writing by BSO, however such approval shall not be unreasonably withheld. BSO shall notify the TOWN in writing as to whether BSO approves of the Transfer Request within 5 business days of receipt of the Transfer Request. If BSO fails to notify the TOWN within 5 business days of the Transfer Request, the Transfer Request shall be deemed approved. If BSO approves the Transfer Request, the employee shall be transferred out of the District as soon as reasonably possible but in no event more than 30 days after BSO approves the Transfer Request. An employee transferred out of the District at the request of the TOWN shall not be reassigned to the TOWN without TOWN approval.

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

l. **Replacements.** Any Personnel transferred or reassigned out of the TOWN shall be replaced as soon as practicable.

m. **Staffing Continuity.** The TOWN and BSO recognize the importance of combining the efforts and resources of BSO and the TOWN in order to have a positive impact on reducing

neighborhood crime, helping to reduce any community fears regarding crime and thus enhancing the quality of life throughout the TOWN. It is further recognized that such a collaborative effort requires law enforcement personnel that have intimate knowledge of the community. In furtherance of such objective, BSO shall make every reasonable effort to maintain the continuity of BSO law enforcement personnel assigned to the District, subject to the transfer provisions set forth herein and to develop and implement community policing initiatives.

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

3. **ASSIGNMENT OF POLICE POWERS**

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

4. **GOALS AND OBJECTIVES**

As requested by the Town's ~~Police Chief~~ Manager, the District Chief shall meet with the ~~Police Chief~~ Town Manager to discuss law enforcement activities within the TOWN. At such meeting, the District Chief shall present the ~~Police Chief~~ Town Manager with information regarding the following:

- a. Calls for service by time of day, geographic location, date and type of call;
- b. Reported incidents, criminal and non-criminal;
- c. Number and types of arrests;
- d. Traffic crashes;
- e. Traffic citations;
- f. Staffing ~~levels~~, ~~Vacancies~~ and Transfers;
- g. Community Policing Initiatives;
- h. Response time reports, citizen complaints and their status/disposition;
- i. BSO's Year-To-Date Budget Versus Actual Cost - Line Item Report, which shall include, but not necessarily be limited to, the budgeted amount, expenditures, encumbrances and

remaining balance for each line item within the budget. The Town Manager may reasonably request documentation necessary to substantiate any of the costs included on such Report; and

j. Any additional information requested by the Town Manager.

5. **REPORTS**

BSO shall provide reports upon request to the Town's ~~Police Chief~~ Manager that include the following information:

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

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

BSO shall provide the TOWN with detailed reports indicating budget amounts, year to date expenditures, variances, etc., upon request to the District Chief. BSO shall develop and maintain a strategic plan for law enforcement services provided to the TOWN.

6. **CONSIDERATION**

- a. For the period from the Effective Date through September 30, 2023, the annualized consideration amount and the monthly payment amount for police services shall be as set forth in the Special Terms and Conditions, payable on the 1st of each month. Should County requirements for payments remitted by SHERIFF change to the 15th of the month then such change shall apply to the TOWN as well.
- b. 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 TOWN and BSO will negotiate in good faith any adjustments to the Consideration. The parties recognize and acknowledge that time is of the essence in resolving this issue.
- c. For purposes of calculating the budget for Personnel Services, the District Employees assigned to the District in February of each year shall be the employees used to calculate the budget for the upcoming fiscal year, which is due to the TOWN on May 15th as set forth above. The annual wages, taxes, pension and health insurance costs associated with each employee shall be determined based upon factors such as contractual wage increases, FICA rates and maximums, pension rates (as dictated by the applicable plan) and proposed health insurance rates. If there are any vacant positions on the payroll period in February, the budgeted cost of the vacant positions for the upcoming fiscal year shall be calculated based

upon the prevailing budgeted cost of the BSO's Employees within the same job classification.

- f. If BSO and the TOWN are able to reach an agreement regarding the consideration, the TOWN shall pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month.
- g. The parties recognize that the TOWN has no right of setoff or to reduce the consideration payable to BSO by amounts in dispute absent a mutual written agreement of the parties.
- l. In addition to the consideration being paid by the TOWN to BSO under this Agreement, and pursuant to the Regional Interlocal Agreement Between Broward County and the TOWN Providing for Cooperative Participation in a Regional Public Safety Intranet, the TOWN agrees to pay its pro rata share for BSO's mobile and portable radios and auxiliary equipment to the extent allocated for the District, and all needed repairs and replacements thereto in accordance with the Regional Interlocal Agreement.

Commented [TA2]: Does bso know what this number is?

7. **VEHICLE MARKINGS**

Each patrol vehicle assigned to the District shall prominently display on the vehicle's exterior, "Pembroke Park/ West Park" in three (3) to six (6) inch lettering, in accordance with the BSO standard vehicle markings.

8. **FACILITIES**

BSO shall use the Police Services Center as its District Headquarters.

9. **DISTRICT CHIEF**

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

The District currently has a District Chief. In the event the position of District Chief becomes vacant, the selection of a District Chief shall be in the discretion of the Town Manager and West Park City Manager and shall be initiated by BSO selecting three (3) qualified candidates for the

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

In the event the TOWN becomes dissatisfied with the performance of the District Chief, the TOWN shall provide notification to BSO. Thereafter, representatives of BSO and the TOWN shall meet to discuss possible remedies of the problems experienced by the TOWN. BSO agrees to act in good faith in resolving any problems experienced by the TOWN. The Town Manager and City Manager may remove the District Chief at any time, without cause.

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

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

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

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

Commented [TA3]: This should all now come to the Town

- a. All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for and forwarded to the TOWN pursuant to Florida Statutes, Section 943.25, shall be assigned over to the BSO and used by the District for the law enforcement education purposes authorized in the statute. Apart from such funds and except for the provisions set forth in subsection 10(k) of these General Terms and Conditions, Grant Funds and Miscellaneous Revenues, BSO shall have no claim or right to any other monies or things of

value that the TOWN receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with law enforcement activities.

- b. The TOWN and BSO do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair the TOWN's right to the disposition of fines and forfeitures to which the TOWN would be entitled, pursuant to Florida Statutes, Section 316.660 as may be amended from time to time, or as to proceeds and forfeitures arising under the sale or disposition of unclaimed property or under any statutory or common law proceeding to which the TOWN would otherwise be entitled, except as limited herein.
- c. Asset Forfeiture Proceedings. Sheriff shall be responsible for determining whether asset forfeiture proceedings for property seized within the District through the active participation of Sheriff employees shall be initiated. Any asset forfeiture actions filed under Chapter 932, Florida Statutes, or pursuant to federal law, for property seized within the DISTRICT through active participation of Sheriff employees, shall be initiated and managed by Sheriff. Sheriff shall have sole discretion to determine legal strategy and litigation resolution based upon the best interests of the District and Sheriff.

Fees for Asset Forfeiture Proceedings. Sheriff's costs for forfeiture proceedings under state law shall be recovered from awarded funds as provided under the Florida Contraband Forfeiture Act. There are no fees under federal law.

Funds – Federal Seizure. Asset forfeitures seized utilizing federal law will be managed pursuant to federal regulations. Awarded federal forfeiture funds shall be equitably distributed by the applicable task force memorandum of understanding, if any, and any funds allocated for TOWN shall be deposited into the Sheriff's Federal Law Enforcement Trust Fund (hereinafter referred to as the "Federal Fund"). The funds in the Federal Fund are held by Sheriff pursuant to federal law for the benefit of operations at the TOWN.

Funds – State Seizure. Any funds seized within the DISTRICT through active participation of Sheriff's employees pursuant to Chapter 932 of the Florida Statutes, and subsequently forfeited solely to Sheriff, shall be deposited into Town's Law Enforcement Trust Fund, less any costs as provided in the Florida Contraband Forfeiture Act.

Use of Funds. During the Term of this Agreement, the Town Manager may earmark funds held by Sheriff in the Federal Fund or funds held by TOWN for Sheriff's use within the DISTRICT as follows:

Upon concurrence of the District Chief, with approval of the Sheriff chain of command, Sheriff may apply to TOWN for the use of such Funds within the boundaries of the DISTRICT, if such application is in compliance with Florida Statutes or federal law, as applicable.

The District Chief shall first submit the request to Sheriff's legal counsel for a determination as to whether the request complies with applicable law. If Sheriff's legal counsel finds that the request complies with applicable law, the District Chief shall then submit the request, accompanied by a written certification that the request complies with applicable law, to the Town Manager.

Upon appropriation, such funds shall be made available to Sheriff for its designated use within the confines of the DISTRICT. County shall transfer ownership of any personal property purchased with the Funds to Sheriff for exclusive use within the DISTRICT.

Personal Property (Other Than Currency). The decision to dispose of or use personal property seized within the DISTRICT through active participation of Sheriff employees and subsequently forfeited solely to Town under Chapter 932, Florida Statutes, other than currency that is addressed in Section 13.4 through Section 13.6, shall be in the sole discretion of Town.

If Town decides to use personal property forfeited to Town under Chapter 932, Florida Statutes, other than currency, Town shall reimburse Sheriff for any costs, such as filing fees and/or storage fees, incurred in the seizure and forfeiture of such property.

Upon concurrence of the District Chief, with approval of the Sheriff chain of command, Sheriff may apply to TOWN to use of such personal property either within or outside the DISTRICT, and if approved by the Town Manager.

If this Agreement is terminated, any personal property seized pursuant to this article and used by Sheriff (within or outside the DISTRICT) shall be returned to TOWN.

If TOWN decides to dispose of personal property forfeited to TOWN under Chapter 932, Florida Statutes, other than currency, the proceeds of the sale of such property shall be deposited in the TOWN Fund. Proceeds from the sale of property deposited pursuant to this section may be designated for Sheriff's use within the confines of the DISTRICT, in the same manner as provided above.

Real Property. Sheriff agrees to notify TOWN of its intent to initiate forfeiture proceedings involving real property seized solely by Sheriff prior to the filing of a complaint for forfeiture. Within five (5) business days after such notice, TOWN will notify Sheriff of any objections TOWN has related to the impending forfeiture proceeding. If the Parties are unable to reach a mutually agreed upon decision, the final decision to proceed shall be made by TOWN. The Parties agree that the decision to use or dispose of real property seized within the DISTRICT, through active participation of Sheriff's employees, and subsequently forfeited solely to Sheriff pursuant to Chapter 932, Florida Statutes, shall be in the absolute and sole discretion of TOWN.

If TOWN decides to dispose of such real property, proceeds from the sale of the real property shall be deposited into the Town Fund, less any loans, mortgages, liens, costs (such as filing fees, maintenance, and insurance fees) or any other encumbrance on the property incurred by Sheriff in the seizure, forfeiture, or sale of such property. Proceeds from the sale of real property deposited in the Town Fund may be designated for Sheriff's use within the confines of the DISTRICT, in the same manner as provided above.

If TOWN decides to use such real property, TOWN shall reimburse Sheriff for any loans, mortgages, liens, costs (as described below), or any other encumbrance on the property incurred by Sheriff in the seizure and forfeiture of such property.

Any costs incurred in the seizure, forfeiture, or sale of personal or real property seized within the DISTRICT, through active participation of Sheriff employees and subsequently forfeited shall be paid by TOWN or reimbursed to Sheriff, in the following priority:

Payment of the balance due on any lien on personal or real property preserved by the court in the forfeiture proceedings; and then

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

d. Grant funds and miscellaneous revenues. BSO shall cooperate with the TOWN and, to the extent allowable by law, act as the law enforcement agent on behalf of the TOWN in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The TOWN shall make these funds available to the BSO to carry out the intent of the grant program as approved by the granting agency and the TOWN. Except as otherwise set forth herein, it is understood by both parties that all revenues currently received by the TOWN as a result of law enforcement activities shall continue to be received by the TOWN as previously mentioned herein or as may be added in the future. This shall include, but not be limited to, towing fees per the TOWN's current agreement.

11. **FUEL FACILITY**

NOT APPLICABLE

12. **TOWING**

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

13. **INSURANCE**

BSO shall maintain in addition to those policies of insurance required and contemplated elsewhere in this Agreement, general liability, automobile liability, public officials liability, worker's compensation and law enforcement liability insurance policies in the amounts set forth below:

General Liability/Public Officials/Law Enforcement Liability
\$1,000,000 occurrence /\$2,000,000 aggregate

Automobile Liability
\$1,000,000 occurrence/\$2,000,000 aggregate

Worker's Compensation: Statutory.

BSO shall maintain these insurance policies throughout the Term. BSO shall name the TOWN as an additional insured under the General Liability policy. BSO shall provide the TOWN with copies of the insurance policies required hereunder and all renewals thereof. The costs of all these insurance policies shall be the sole obligation of BSO; however the TOWN understands and acknowledges that the cost of this coverage is allocated to the TOWN through the consideration set forth in the Special Terms and Conditions of this Agreement. BSO may provide the insurance required in this Section through a self-insurance program and/or excess policies.

The TOWN shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General Liability and Property coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the TOWN and the BSO in the event of claims related to the Facilities or damage/destruction of Facilities utilized by the BSO under this Agreement. In the event that BSO shall take and bring additional equipment or other property to the facility, BSO does so at its own cost and expense.

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, provided the Defaulting Party is first given written notice with ten (10) calendar days to cure;
 2. Performance of Services. Failure of BSO to perform the Police Services as required herein at any time during the Term;

3. Other Performance. Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the Police Services) or to cure any misrepresentation or breach of any representation or warranty herein within thirty (30) days after receipt by the Defaulting Party of written notice of such failure, misrepresentation or breach;
4. Bankruptcy of Defaulting Party. Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of the Defaulting Party; or
5. Default. Failure of the Defaulting Party to perform any covenant, condition, agreement or provision contained in any other agreement or to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.

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

1. Terminate this Agreement;
2. Withhold payment or performance under this Agreement until such time as such Default is cured, provided the performance level does not compromise the safety of the public;
3. Cure such Default and recover the costs thereof from the Defaulting Party;
4. Seek injunctive relief to enjoin any act of the Defaulting Party in violation hereof;
5. Seek specific performance of any covenant or obligation of the Defaulting Party hereunder; or
6. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.

15. **TERMINATION**

This Agreement shall terminate on September 30, 2023. The Town may terminate this Agreement sooner without penalty and for convenience with 60 days notice to BSO.

16. **INDEMNIFICATION**

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

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

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

16.4 The parties hereby acknowledge that the consideration and services provided hereunder by each party, one to the other, shall serve as consideration for the indemnification provided under this Agreement. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

17. DISPUTE RESOLUTION PROCESS

17.1 If the parties have any disagreement, dispute, breach or claim of breach, nonperformance, 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 section, 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 appropriate.

17.2 A party will provide a 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 Town Manager will conduct a meeting to attempt to resolve the matter.

17.3. If the District Chief or designated Captain and the Town Manager are unable to reach resolution at the meeting prescribed in subsection 17.2. above, then within five (5) business days after such meeting, the BSO's Colonel or designee and the Town Manager will meet and attempt to resolve the matter.

17.4 If the BSO's Colonel or designee and the Town Manager are unable to reach resolution at the meeting prescribed in subsection 17.3. above, then within five (5) business days after such meeting or as otherwise agreed, the Sheriff and the Town Manager will meet and attempt to resolve all pending matters of a Dispute. The parties acknowledge that any agreement reached under this subsection may require subsequent approval by the Town Commission and the Sheriff.

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

17.6. 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**

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

19. **NO PARTNERSHIP**

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

20. **REPRESENTATIONS AND WARRANTIES OF TOWN**

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

- a. The TOWN is and shall remain duly organized, validly existing and in good standing under the laws of the State of Florida, has and shall retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action on behalf of the TOWN has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.
- b. This Agreement has been duly executed and delivered by the TOWN and constitutes the valid and legally binding obligation of the TOWN enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which TOWN is a party or by which TOWN is bound, (b) results in the violation by the TOWN of any provision of any Applicable Law applicable to TOWN or to which TOWN may be subject, (c) violate or conflict with any charter or other document governing the actions of TOWN, or (d) require TOWN to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The TOWN is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.
- d. No representation or warranty made by the TOWN herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

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 shall retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;

- b. This Agreement has been duly executed and delivered by BSO and constitutes the valid and legally binding obligation of BSO enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which BSO is a party or by which BSO is bound, (b) result in the violation by BSO of any provision of any Applicable Law applicable to BSO or to which BSO may be subject, (c) violate or conflict with any charter or other document governing the actions of BSO, or (d) require BSO to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. BSO is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.
- d. BSO has complied and shall comply with all Applicable Laws relating to the performance of the Police Services and the employment of the District Employees.
- e. No representation or warranty made by BSO herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.
- f. The parties recognize that neither party has the right to modify the terms and conditions of this Agreement (i.e. staffing, consideration), unless such modification is mutually agreed upon through a formal written amendment or authorized in accordance with Section 2(b). Additionally, neither party shall have the right of setoff or the right to reduce its contractual obligation to the other party by amounts in dispute absent a mutual written agreement of the parties, except as otherwise provided herein.

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 email or facsimile on a business day addressed to the party to which such notice is directed at its address determined in accordance with this Article with customary confirmation of receipt of such email or facsimile received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

TOWN: See Special Terms and Conditions

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

With a Copy to: Broward Sheriff's Office
Office of the General Counsel
2601 W. Broward Blvd
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 TOWN and BSO hereby submits to such jurisdiction and venue and waives any defense of inconvenient forum in relation hereto.

31. **WAIVER OF RIGHTS**

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

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. **DESCRIPTION OF SERVICES**

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

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

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

- a. Direct Services – are those services that are provided by the District Employees.
- b. Indirect Services – are those BSO-provided Non-District Employee services that are centralized within BSO, but provide benefits throughout Broward County (including the TOWN).

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

Each of these services is detailed further below.

DIRECT SERVICES:

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

a. *Uniformed law enforcement patrol*

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

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

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

b. *Other Law Enforcement Services*

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

1. BSO shall provide public education programs;
2. BSO may provide law enforcement action (i.e. DUI checkpoints, drug enforcement initiatives) as determined by the District Chief based on trends and statistics within the TOWN;
3. The District Chief or designee shall attend and participate at Town staff meetings, Town Commission meetings as requested by the Town Manager or designee;
4. Upon the request of a homeowners' association, the District Chief or designee shall attend the association's membership meeting;
5. BSO shall provide the Specific Services, if any, set forth in Exhibit A to this Agreement.

INDIRECT SERVICES:

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

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

The costs of indirect services are allocated to this Agreement.

SPECIAL DETAIL SERVICES

1. BSO shall provide security and traffic detail deputies to support special event activities occurring within the TOWN in accordance with the BSO's Special Details Policies and Procedures. BSO shall cooperate with the TOWN and follow TOWN procedures in the permitting of special events. Special details for which deputies must be dedicated or assigned to an event shall be worked out with the sponsoring agency.
2. BSO will provide special detail services for TOWN sponsored events; however the District Chief, in his/her discretion, will determine whether the services can be provided through the on-duty staff assigned to the District or through a special detail. If in the District Chief's discretion, BSO is able to provide the required level of services with on-duty personnel within the District at the time of the event, the TOWN will incur no additional costs associated with such services; however the TOWN understands and acknowledges that the on-duty personnel may be called to an incident during the TOWN sponsored event. For those TOWN-Sponsored events in which the District Chief determines that BSO is unable to provide the required level of services with

on-duty personnel within the District at the time of the event, BSO will provide the required level of services through a special detail and/or overtime and the TOWN will be charged at BSO's special detail rates and/or overtime at the time of the event.

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

COUNTYWIDE SERVICES

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

- a) Regional narcotics investigations;
- b) Career criminal investigation;
- c) Multi-agency gang task force operations;
- d) Marine/diver team;
- e) SWAT team response;
- f) Major investigations to include homicide;
- g) Drug enforcement and money laundering; and
- h) Strategic intelligence functions;
- i) Law enforcement technical support services;
- j) Street crimes enforcement;
- k) Full-service crime lab;
- l) Helicopter patrol and air rescue services;
- m) E-911 (law enforcement dispatch), and subject to the terms and conditions set forth in the E-911 Regional Inter-Local Agreement entered into by the TOWN and the County; and
- n) Any other services, excluding those indirect services listed, BSO generally provides to other law enforcement agencies throughout Broward County, whether they have a contract with BSO or not.

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

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

Should funding from Broward County cease and the E-911 services are not possible, BSO and TOWN will execute an amendment to this Agreement in a timely manner, as necessary to formally address any modification to the Parties' respective obligations and funding costs; however the lack of a formally executed amendment will not change the effective date of such modifications, which will occur on the date funding and/or services ceases. Should funding from Broward County not fully fund the E-911 services, then BSO and TOWN will execute an amendment to this Agreement in a timely manner, as necessary to formally address any modification to the Parties' respective obligations and funding costs; however the lack of a formally executed amendment will not change the effective date of such modifications, which will occur on the date funding ceases.

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

ADDITIONAL SERVICES:

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

Town Clerk

From: Town Attorney
Sent: Thursday, July 21, 2022 8:36 AM
To: Futch, Lee
Cc: Lynch, Terrence; Bonaby, Maureen
Subject: RE: Pembroke Park

Great. Thank you for the explanation.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Thursday, July 21, 2022 8:35 AM
To: Town Attorney <townattorney@tppfl.gov>
Cc: Lynch, Terrence <Terrence_Lynch@sheriff.org>; Bonaby, Maureen <Maureen_Bonaby@sheriff.org>
Subject: RE: Pembroke Park

The new agreement for next year is based on the 60/40 split with West Park that has been in place for 15 years. That is why you will see a few references to the District and/or West Park, instead of just the Town.

From: Town Attorney <townattorney@tppfl.gov>
Sent: Thursday, July 21, 2022 8:31 AM
To: Futch, Lee <Lee_Futch@sheriff.org>
Cc: Lynch, Terrence <Terrence_Lynch@sheriff.org>; Bonaby, Maureen <Maureen_Bonaby@sheriff.org>; JC Jimenez <jcjimenez@tppfl.gov>; David Howard <dhoward@tppfl.gov>
Subject: RE: Pembroke Park

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Ok, thanks. I will go over the new draft and send you comments.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Thursday, July 21, 2022 8:30 AM
To: Town Attorney <townattorney@tppfl.gov>
Cc: Lynch, Terrence <Terrence_Lynch@sheriff.org>; Bonaby, Maureen <Maureen_Bonaby@sheriff.org>
Subject: RE: Pembroke Park

Melissa - I made some changes to the agreement from the original draft. The updated draft is the one I sent yesterday,

From: Town Attorney <townattorney@tppfl.gov>
Sent: Thursday, July 21, 2022 8:19 AM
To: Futch, Lee <Lee_Futch@sheriff.org>
Cc: Lynch, Terrence <Terrence_Lynch@sheriff.org>; Bonaby, Maureen <Maureen_Bonaby@sheriff.org>; JC Jimenez <jjjimenez@tppfl.gov>; David Howard <dhoward@tppfl.gov>
Subject: RE: Pembroke Park

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Attached please find redlined interim police services contract and Exhibit B. I am passing on the new Exhibit A you sent to me yesterday to JC and David to review.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Wednesday, July 20, 2022 10:58 AM
To: Town Attorney <townattorney@tppfl.gov>
Cc: Lynch, Terrence <Terrence_Lynch@sheriff.org>; Bonaby, Maureen <Maureen_Bonaby@sheriff.org>
Subject: Pembroke Park

Good Morning, Melissa – attached is the updated draft proposal for law enforcement services for next year. The staffing levels and consideration have been added. Please let me know the Town's position on services for next year by August 15. Should the Town decide to retain BSO services for another year it will at the same 60/40 split as the current contract. Should the Town decide not to enter into a new contract we will need time to move personnel and work with your current District partner to account for the change in services.

Lee

H. Lee Futch
Deputy General Counsel – Sworn
Broward Sheriff's Office
954-831-8394

Please note that Florida has a broad public records law, and that all correspondence sent to me via E-mail may be subject to disclosure.

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Town Clerk

From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Thursday, July 21, 2022 8:35 AM
To: Town Attorney
Cc: Lynch, Terrence; Bonaby, Maureen
Subject: RE: Pembroke Park

The new agreement for next year is based on the 60/40 split with West Park that has been in place for 15 years. That is why you will see a few references to the District and/or West Park, instead of just the Town.

From: Town Attorney <townattorney@tppfl.gov>
Sent: Thursday, July 21, 2022 8:31 AM
To: Futch, Lee <Lee_Futch@sheriff.org>
Cc: Lynch, Terrence <Terrence_Lynch@sheriff.org>; Bonaby, Maureen <Maureen_Bonaby@sheriff.org>; JC Jimenez <jcjimenez@tppfl.gov>; David Howard <dhoward@tppfl.gov>
Subject: RE: Pembroke Park

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Ok, thanks. I will go over the new draft and send you comments.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
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From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Thursday, July 21, 2022 8:30 AM
To: Town Attorney <townattorney@tppfl.gov>

Cc: Lynch, Terrence <Terrence_Lynch@sheriff.org>; Bonaby, Maureen <Maureen_Bonaby@sheriff.org>
Subject: RE: Pembroke Park

Melissa - I made some changes to the agreement from the original draft. The updated draft is the one I sent yesterday,

From: Town Attorney <townattorney@tppfl.gov>
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To: Futch, Lee <Lee_Futch@sheriff.org>
Cc: Lynch, Terrence <Terrence_Lynch@sheriff.org>; Bonaby, Maureen <Maureen_Bonaby@sheriff.org>; JC Jimenez <jcjimenez@tppfl.gov>; David Howard <dhoward@tppfl.gov>
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From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Wednesday, July 20, 2022 10:58 AM
To: Town Attorney <townattorney@tppfl.gov>
Cc: Lynch, Terrence <Terrence_Lynch@sheriff.org>; Bonaby, Maureen <Maureen_Bonaby@sheriff.org>
Subject: Pembroke Park

Good Morning, Melissa – attached is the updated draft proposal for law enforcement services for next year. The staffing levels and consideration have been added. Please let me know the Town's position on services for next year by August 15. Should the Town decide to retain BSO services for another year it will at the same 60/40 split as the current contract. Should the Town decide not to enter into a new contract we will need time to move personnel and work with your current District partner to account for the change in services.

Lee

H. Lee Futch
Deputy General Counsel – Sworn
Broward Sheriff's Office
954-831-8394

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Town Clerk

From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Wednesday, July 20, 2022 10:58 AM
To: Town Attorney
Cc: Lynch, Terrence; Bonaby, Maureen
Subject: Pembroke Park
Attachments: Pembroke Park - BSO Police Services Agreement Exhibit A 7-20-22.docx; Pembroke Park Police Exhibit B 7-20-22.docx; Pembroke Park Police Services 7-20-22.doc

Good Morning, Melissa – attached is the updated draft proposal for law enforcement services for next year. The staffing levels and consideration have been added. Please let me know the Town's position on services for next year by August 15. Should the Town decide to retain BSO services for another year it will at the same 60/40 split as the current contract. Should the Town decide not to enter into a new contract we will need time to move personnel and work with your current District partner to account for the change in services.

Lee

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EXHIBIT A
SPECIAL TERMS AND CONDITIONS

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

TOWN:	Town of Pembroke Park, FL
EFFECTIVE DATE:	October 1, 2022
TERM:	October 1, 2022 – September 30, 2023
STAFFING STRUCTURE:	District Complement 1 District Police Captain 1 Deputy Sheriff Lieutenant 6 Deputy Sheriff Sergeants 35 Deputy Sheriffs 2 Community Service Aides 1 Investigative Aide 1 Administrative Support Specialist 47 TOTAL PERSONNEL
CONSIDERATION: Annual Consideration Based on the 60/40 split with West Park	\$ 3,494,603
POLICE SERVICES CENTER ADDRESS:	5690 Pembroke Road, West Park, FL
CODE ENFORCEMENT:	NO
FUEL SITE:	NO

NOTICE CITY ADDRESS:	Town Manager JC Jimenez Town of Pembroke Park 3150 SW 52nd Avenue Pembroke Park, Florida 33023

EXHIBIT B

POLICE SERVICES GENERAL CONDITIONS

1. DEFINITIONS

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

- a. Agreement. "Agreement" shall mean this Agreement for Police Services between the TOWN 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 Sheriff of Broward County, Florida.
- d. TOWN. "TOWN" shall mean the Town that has contracted with BSO for Police Services pursuant to this Agreement and is identified in the Special Terms and Conditions.
- e. Town Boundaries. "Town Boundaries" shall mean the area within the municipal boundaries of the TOWN, as shown in the Special Terms and Conditions of this Agreement.
- f. Town Manager. "Town Manager" shall mean the duly appointed and validly existing Town Manager of the TOWN. In the absence of the Town Manager, the Assistant Town Manager or person acting in the capacity of Town Manager shall have the same authority as that of the Town Manager.
- g. Consideration. "Consideration" shall mean the monthly payment and other amounts payable by the TOWN hereunder in consideration of the Services performed by BSO, as set forth herein.
- h. District. "District" shall mean (a) the Town Boundaries, the City of West Park, or (b) the Annexed TOWN Boundaries on the date the TOWN's annexation plan becomes effective after the Florida Legislature approves such annexation plan, provided BSO has received the required notification thereof as set forth herein (c) any additional geographic area to be serviced by the District employees based upon a mutual written agreement of the TOWN and BSO.
- i. District Chief. "District Chief" shall mean the individual responsible for supervising all law enforcement employees and law enforcement activities within the District. The District Chief shall be the rank of Captain. The District Chief shall serve as the liaison between TOWN and BSO.

- j. District Employees. "District Employees" shall mean BSO employees permanently assigned to the District who possess the necessary qualifications and experience to provide police and support services.
- k. Effective Date. "Effective Date" shall mean the date in which the Agreement is to commence. The Effective Date is set forth in the Special Terms and Conditions of this Agreement.
- l. Facilities are listed in the Special Terms and Conditions of this Agreement.
- m. 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.
- n. Patrol Zone shall mean the geographic areas within the District, as mutually agreed upon by the District Chief and the Town Manager, in which Patrol Deputy Sheriffs are assigned.
- o. Police Services Center. "Police Services Center" shall mean the premises utilized by the TOWN or the City of West Park in which the BSO command staff assigned to the District maintains their offices. The address of the Police Services Center is set forth in the Special Terms and Conditions of this Agreement.
- p. Police Services. "Police Services" shall mean the aggregate of all police related services provided by BSO pursuant to this Agreement.
- q. Term. "Term" shall mean the length of this Agreement and any extensions thereto.
- r. Uniformed Deputy. "Uniformed Deputy" shall mean a uniformed Deputy Sheriff employed by BSO who patrols the District.

2. **STAFFING**

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

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

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

employees or the community, the parties shall collaborate to resolve the issue to their mutual satisfaction. The TOWN and CITY may add services, as mutually agreed upon by both parties, and such additions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly.

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

d. **Deployment.** BSO shall have the discretion to deploy District Employees as necessary to meet the goals and objectives of the TOWN. The cost of such deployment is included in the yearly consideration.

The District Chief's discretion regarding the deployment of the personnel shall be exercised with the intent of providing the most effective police services to the TOWN pursuant to the terms and conditions of this Agreement. The District Chief shall keep the Town Manager informed of the deployment of such personnel through weekly staff meetings and as requested by the Town Manager.

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

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

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

g. **Employment Responsibilities.** All District Employees shall be and remain BSO employees, and such employees shall not be considered employees of the TOWN for purposes of pension benefits, (except if previously a member or Town's pension system) insurance benefits, civil service benefits, compensation and/or any status or right. The TOWN and BSO understand and acknowledge that all costs, including the employment related costs, are included in the consideration payable by the TOWN to BSO in accordance with this Agreement.

h. **Staffing Review and Modifications.** As part of the TOWN's annual budgetary process, BSO shall evaluate the Staffing requirements for the TOWN to determine if the current staffing level and composition adequately meets the TOWN's goals and objectives. If BSO believes the staffing requirements need to be adjusted, BSO shall provide staffing recommendations to the TOWN Manager for review. If both parties agree to the

recommended staffing changes, this Agreement shall be modified through an amendment executed by both the TOWN and BSO with the same formalities as contained herein, which shall reflect the agreed upon staffing change(s) and a compensation adjustment based on actual cost of the staffing change(s).

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

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

i. **Transfers – BSO’s Rights.** BSO shall have the right to transfer any Employee out of the District. The Town Manager shall be kept informed of all transfers within five (5) calendar days.

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

j. **Transfers – TOWN Right.** Except for the District Chief, which is covered in Section 9 of these General Terms and Conditions, the Town Manager shall have the right to request the transfer of BSO personnel out of the TOWN, which shall not be arbitrary or capricious. The request must be sent to the District Chief in writing setting forth the name of the employee, employee’s rank and the reason for the request (the “Transfer Request”). The Transfer Request must be approved in writing by BSO, however such approval shall not be unreasonably withheld. BSO shall notify the TOWN in writing as to whether BSO approves of the Transfer Request within 5 business days of receipt of the Transfer Request. If BSO fails to notify the TOWN within 5 business days of the Transfer Request, the Transfer Request shall be deemed approved. If BSO approves the Transfer Request, the employee shall be transferred out of the District as soon as reasonably possible but in no event more than 30 days after BSO approves the Transfer Request. An employee transferred out of the District at the request of the TOWN shall not be reassigned to the TOWN without TOWN approval.

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

l. **Replacements.** Any Personnel transferred or reassigned out of the TOWN shall be replaced as soon as practicable.

m. **Staffing Continuity.** The TOWN and BSO recognize the importance of combining the efforts and resources of BSO and the TOWN in order to have a positive impact on reducing

neighborhood crime, helping to reduce any community fears regarding crime and thus enhancing the quality of life throughout the TOWN. It is further recognized that such a collaborative effort requires law enforcement personnel that have intimate knowledge of the community. In furtherance of such objective, BSO shall make every reasonable effort to maintain the continuity of BSO law enforcement personnel assigned to the District, subject to the transfer provisions set forth herein and to develop and implement community policing initiatives.

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

3. **ASSIGNMENT OF POLICE POWERS**

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

4. **GOALS AND OBJECTIVES**

As requested by the Town Manager, the District Chief shall meet with the Town Manager to discuss law enforcement activities within the TOWN. At such meeting, the District Chief shall present the Town Manager with information regarding the following:

- a. Calls for service by time of day, geographic location, date and type of call;
- b. Reported incidents, criminal and non-criminal;
- c. Number and types of arrests;
- d. Traffic crashes;
- e. Traffic citations;
- f. Staffing and Transfers;
- g. Community Policing Initiatives;
- h. Response time reports, citizen complaints and their status/disposition;
- i. BSO's Year-To-Date Budget Versus Actual Cost - Line Item Report, which shall include, but not necessarily be limited to, the budgeted amount, expenditures, encumbrances and remaining balance for each line item within the budget. The Town Manager may

- reasonably request documentation necessary to substantiate any of the costs included on such Report; and
- j. Any additional information requested by the Town Manager.

5. **REPORTS**

BSO shall provide reports upon request to the Town Manager that include the following information:

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

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

BSO shall provide the TOWN with detailed reports indicating budget amounts, year to date expenditures, variances, etc., upon request to the District Chief. BSO shall develop and maintain a strategic plan for law enforcement services provided to the TOWN.

6. **CONSIDERATION**

- a. For the period from the Effective Date through September 30, 2023, the annualized consideration amount and the monthly payment amount for police services shall be as set forth in the Special Terms and Conditions, payable on the 1st of each month. Should County requirements for payments remitted by SHERIFF change to the 15th of the month then such change shall apply to the TOWN as well.
- b. 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 TOWN and BSO will negotiate in good faith any adjustments to the Consideration. The parties recognize and acknowledge that time is of the essence in resolving this issue.
- c. For purposes of calculating the budget for Personnel Services, the District Employees assigned to the District in February of each year shall be the employees used to calculate the budget for the upcoming fiscal year, which is due to the TOWN on May 15th as set forth above. The annual wages, taxes, pension and health insurance costs associated with each employee shall be determined based upon factors such as contractual wage increases, FICA rates and maximums, pension rates (as dictated by the applicable plan) and proposed health insurance rates. If there are any vacant positions on the payroll period in February, the budgeted cost of the vacant positions for the upcoming fiscal year shall be calculated based upon the prevailing budgeted cost of the BSO's Employees within the same job classification.

- f. If BSO and the TOWN are able to reach an agreement regarding the consideration, the TOWN shall pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month.
- g. The parties recognize that the TOWN has no right of setoff or to reduce the consideration payable to BSO by amounts in dispute absent a mutual written agreement of the parties.
- l. In addition to the consideration being paid by the TOWN to BSO under this Agreement, and pursuant to the Regional Interlocal Agreement Between Broward County and the TOWN Providing for Cooperative Participation in a Regional Public Safety Intranet, the TOWN agrees to pay its pro rata share for BSO's mobile and portable radios and auxiliary equipment to the extent allocated for the District, and all needed repairs and replacements thereto in accordance with the Regional Interlocal Agreement.

7. **VEHICLE MARKINGS**

Each patrol vehicle assigned to the District shall prominently display on the vehicle's exterior, "Pembroke Park/ West Park" in three (3) to six (6) inch lettering, in accordance with the BSO standard vehicle markings.

8. **FACILITIES**

BSO shall use the Police Services Center as its District Headquarters.

9. **DISTRICT CHIEF**

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

The District currently has a District Chief. In the event the position of District Chief becomes vacant, the selection of a District Chief shall be in the discretion of the Town Manager and West Park City Manager and shall be initiated by BSO selecting three (3) qualified candidates for the position of District Chief. BSO agrees to make such selections in good faith and in the best interest of the District. BSO shall provide the District with written notification of the selected candidates and their qualifications within 15 days of the vacancy of the District Chief or within

15 days of the BSO's knowledge that the District Chief position will become vacant, whichever occurs first. Within ten (10) days after the TOWN's receipt of such notice, representatives from both BSO and the TOWN and West Park shall meet to discuss the candidates' qualifications. In the event none of the candidates are acceptable to the TOWN Manager, BSO shall submit the names of three (3) additional candidates for consideration. This process shall continue until such time as the Town Manager and City Manager have selected an individual to serve as the District Chief. The Managers shall have the opportunity to interview each of the candidates. The District Chief position shall be subject to the provisions of this Agreement. During the selection process, BSO shall put in place a temporary Chief until the permanent Chief is selected.

In the event the TOWN becomes dissatisfied with the performance of the District Chief, the TOWN shall provide notification to BSO. Thereafter, representatives of BSO and the TOWN shall meet to discuss possible remedies of the problems experienced by the TOWN. BSO agrees to act in good faith in resolving any problems experienced by the TOWN. The Town Manager and City Manager may remove the District Chief at any time, without cause.

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

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

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

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

- a. All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for and forwarded to the TOWN pursuant to Florida Statutes, Section 943.25, shall be assigned over to the BSO and used by the District for the law enforcement education purposes authorized in the statute. Apart from such funds and except for the provisions set forth in subsection 10(k) of these General Terms and Conditions, Grant Funds and Miscellaneous Revenues, BSO shall have no claim or right to any other monies or things of value that the TOWN receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with law enforcement activities.

- b. The TOWN and BSO do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair the TOWN's right to the disposition of fines and forfeitures to which the TOWN would be entitled, pursuant to Florida Statutes, Section 316.660 as may be amended from time to time, or as to proceeds and forfeitures arising under the sale or disposition of unclaimed property or under any statutory or common law proceeding to which the TOWN would otherwise be entitled, except as limited herein.
- c. Asset Forfeiture Proceedings. Sheriff shall be responsible for determining whether asset forfeiture proceedings for property seized within the District through the active participation of Sheriff employees shall be initiated. Any asset forfeiture actions filed under Chapter 932, Florida Statutes, or pursuant to federal law, for property seized within the DISTRICT through active participation of Sheriff employees, shall be initiated and managed by Sheriff. Sheriff shall have sole discretion to determine legal strategy and litigation resolution based upon the best interests of the District and Sheriff.

Fees for Asset Forfeiture Proceedings. Sheriff's costs for forfeiture proceedings under state law shall be recovered from awarded funds as provided under the Florida Contraband Forfeiture Act. There are no fees under federal law.

Funds – Federal Seizure. Asset forfeitures seized utilizing federal law will be managed pursuant to federal regulations. Awarded federal forfeiture funds shall be equitably distributed by the applicable task force memorandum of understanding, if any, and any funds allocated for TOWN shall be deposited into the Sheriff's Federal Law Enforcement Trust Fund (hereinafter referred to as the "Federal Fund"). The funds in the Federal Fund are held by Sheriff pursuant to federal law for the benefit of operations at the TOWN.

Funds – State Seizure. Any funds seized within the DISTRICT through active participation of Sheriff's employees pursuant to Chapter 932 of the Florida Statutes, and subsequently forfeited solely to Sheriff, shall be deposited into Town's Law Enforcement Trust Fund, less any costs as provided in the Florida Contraband Forfeiture Act.

Use of Funds. During the Term of this Agreement, the Town Manager may earmark funds held by Sheriff in the Federal Fund or funds held by TOWN for Sheriff's use within the DISTRICT as follows:

Upon concurrence of the District Chief, with approval of the Sheriff chain of command, Sheriff may apply to TOWN for the use of such Funds within the boundaries of the DISTRICT, if such application is in compliance with Florida Statutes or federal law, as applicable.

The District Chief shall first submit the request to Sheriff's legal counsel for a determination as to whether the request complies with applicable law. If Sheriff's legal counsel finds that the request complies with applicable law, the District Chief shall then submit the request, accompanied by a written certification that the request complies with applicable law, to the Town Manager.

Upon appropriation, such funds shall be made available to Sheriff for its designated use within the confines of the DISTRICT. County shall transfer ownership of any personal property purchased with the Funds to Sheriff for exclusive use within the DISTRICT.

Personal Property (Other Than Currency). The decision to dispose of or use personal property seized within the DISTRICT through active participation of Sheriff employees and subsequently forfeited solely to Town under Chapter 932, Florida Statutes, other than currency that is addressed in Section 13.4 through Section 13.6, shall be in the sole discretion of Town.

If Town decides to use personal property forfeited to Town under Chapter 932, Florida Statutes, other than currency, Town shall reimburse Sheriff for any costs, such as filing fees and/or storage fees, incurred in the seizure and forfeiture of such property.

Upon concurrence of the District Chief, with approval of the Sheriff chain of command, Sheriff may apply to TOWN to use of such personal property either within or outside the DISTRICT, and if approved by the Town Manager.

If this Agreement is terminated, any personal property seized pursuant to this article and used by Sheriff (within or outside the DISTRICT) shall be returned to TOWN.

If TOWN decides to dispose of personal property forfeited to TOWN under Chapter 932, Florida Statutes, other than currency, the proceeds of the sale of such property shall be deposited in the TOWN Fund. Proceeds from the sale of property deposited pursuant to this section may be designated for Sheriff's use within the confines of the DISTRICT, in the same manner as provided above.

Real Property. Sheriff agrees to notify TOWN of its intent to initiate forfeiture proceedings involving real property seized solely by Sheriff prior to the filing of a complaint for forfeiture. Within five (5) business days after such notice, TOWN will notify Sheriff of any objections TOWN has related to the impending forfeiture proceeding. If the Parties are unable to reach a mutually agreed upon decision, the final decision to proceed shall be made by TOWN. The Parties agree that the decision to use or dispose of real property seized within the DISTRICT, through active participation of Sheriff's employees, and subsequently forfeited solely to Sheriff pursuant to Chapter 932, Florida Statutes, shall be in the absolute and sole discretion of TOWN.

If TOWN decides to dispose of such real property, proceeds from the sale of the real property shall be deposited into the Town Fund, less any loans, mortgages, liens, costs (such as filing fees, maintenance, and insurance fees) or any other encumbrance on the property incurred by Sheriff in the seizure, forfeiture, or sale of such property. Proceeds from the sale of real property deposited in the Town Fund may be designated for Sheriff's use within the confines of the DISTRICT, in the same manner as provided above.

If TOWN decides to use such real property, TOWN shall reimburse Sheriff for any loans, mortgages, liens, costs (as described below), or any other encumbrance on the property incurred by Sheriff in the seizure and forfeiture of such property.

Any costs incurred in the seizure, forfeiture, or sale of personal or real property seized within the DISTRICT, through active participation of Sheriff employees and subsequently forfeited shall be paid by TOWN or reimbursed to Sheriff, in the following priority:

Payment of the balance due on any lien on personal or real property preserved by the court in the forfeiture proceedings; and then

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

d. Grant funds and miscellaneous revenues. BSO shall cooperate with the TOWN and, to the extent allowable by law, act as the law enforcement agent on behalf of the TOWN in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The TOWN shall make these funds available to the BSO to carryout the intent of the grant program as approved by the granting agency and the TOWN. Except as otherwise set forth herein, it is understood by both parties that all revenues currently received by the TOWN as a result of law enforcement activities shall continue to be received by the TOWN as previously mentioned herein or as may be added in the future. This shall include, but not be limited to, towing fees per the TOWN's current agreement.

11. **FUEL FACILITY**

NOT APPLICABLE

12. **TOWING**

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

13. **INSURANCE**

BSO shall maintain in addition to those policies of insurance required and contemplated elsewhere in this Agreement, general liability, automobile liability, public officials liability, worker's compensation and law enforcement liability insurance policies in the amounts set forth below:

General Liability/Public Officials/Law Enforcement Liability
\$1,000,000 occurrence /\$2,000,000 aggregate

Automobile Liability
\$1,000,000 occurrence/\$2,000,000 aggregate

Worker's Compensation: Statutory.

BSO shall maintain these insurance policies throughout the Term. BSO shall name the TOWN as an additional insured under the General Liability policy. BSO shall provide the TOWN with copies of the insurance policies required hereunder and all renewals thereof. The costs of all these insurance policies shall be the sole obligation of BSO; however the TOWN understands and acknowledges that the cost of this coverage is allocated to the TOWN through the consideration set forth in the Special Terms and Conditions of this Agreement. BSO may provide the insurance required in this Section through a self-insurance program and/or excess policies.

The TOWN shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General Liability and Property coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the TOWN and the BSO in the event of claims related to the Facilities or damage/destruction of Facilities utilized by the BSO under this Agreement. In the event that BSO shall take and bring additional equipment or other property to the facility, BSO does so at its own cost and expense.

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, provided the Defaulting Party is first given written notice with ten (10) calendar days to cure;
 2. Performance of Services. Failure of BSO to perform the Police Services as required herein at any time during the Term;

3. Other Performance. Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the Police Services) or to cure any misrepresentation or breach of any representation or warranty herein within thirty (30) days after receipt by the Defaulting Party of written notice of such failure, misrepresentation or breach;
 4. Bankruptcy of Defaulting Party. Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of the Defaulting Party; or
 5. Default. Failure of the Defaulting Party to perform any covenant, condition, agreement or provision contained in any other agreement or to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.
- b. Upon the occurrence and continuance of a Default by the Defaulting Party, the party not in Default (the "Non-Defaulting Party") may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies:
1. Terminate this Agreement;
 2. Withhold payment or performance under this Agreement until such time as such Default is cured, provided the performance level does not compromise the safety of the public;
 3. Cure such Default and recover the costs thereof from the Defaulting Party;
 4. Seek injunctive relief to enjoin any act of the Defaulting Party in violation hereof;
 5. Seek specific performance of any covenant or obligation of the Defaulting Party hereunder; or
 6. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.

15. **TERMINATION**

This Agreement shall terminate on September 30, 2023.

16. **INDEMNIFICATION**

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

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

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

16.4 The parties hereby acknowledge that the consideration and services provided hereunder by each party, one to the other, shall serve as consideration for the indemnification provided under this Agreement. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

17. DISPUTE RESOLUTION PROCESS

17.1 If the parties have any disagreement, dispute, breach or claim of breach, nonperformance, 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 section, 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 appropriate.

17.2 A party will provide a 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 Town Manager will conduct a meeting to attempt to resolve the matter.

17.3. If the District Chief or designated Captain and the Town Manager are unable to reach resolution at the meeting prescribed in subsection 17.2. above, then within five (5) business days

after such meeting, the BSO's Colonel or designee and the Town Manager will meet and attempt to resolve the matter.

17.4 If the BSO's Colonel or designee and the Town Manager are unable to reach resolution at the meeting prescribed in subsection 17.3. above, then within five (5) business days after such meeting or as otherwise agreed, the Sheriff and the Town Manager will meet and attempt to resolve all pending matters of a Dispute. The parties acknowledge that any agreement reached under this subsection may require subsequent approval by the Town Commission and the Sheriff.

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

17.6. 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**

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

19. **NO PARTNERSHIP**

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

20. **REPRESENTATIONS AND WARRANTIES OF TOWN**

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

- a. The TOWN is and shall remain duly organized, validly existing and in good standing under the laws of the State of Florida, has and shall retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action on behalf of the TOWN has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.
- b. This Agreement has been duly executed and delivered by the TOWN and constitutes the valid and legally binding obligation of the TOWN enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which TOWN is a party or by which TOWN is bound, (b) results in the violation by the TOWN of any provision of any Applicable Law applicable to TOWN or to which TOWN may be subject, (c) violate or conflict with any charter or other document governing the actions of TOWN, or (d) require TOWN to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The TOWN is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.
- d. No representation or warranty made by the TOWN herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

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 shall retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;
- b. This Agreement has been duly executed and delivered by BSO and constitutes the valid and legally binding obligation of BSO enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.

- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which BSO is a party or by which BSO is bound, (b) result in the violation by BSO of any provision of any Applicable Law applicable to BSO or to which BSO may be subject, (c) violate or conflict with any charter or other document governing the actions of BSO, or (d) require BSO to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. BSO is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.
- d. BSO has complied and shall comply with all Applicable Laws relating to the performance of the Police Services and the employment of the District Employees.
- e. No representation or warranty made by BSO herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.
- f. The parties recognize that neither party has the right to modify the terms and conditions of this Agreement (i.e. staffing, consideration), unless such modification is mutually agreed upon through a formal written amendment or authorized in accordance with Section 2(b). Additionally, neither party shall have the right of setoff or the right to reduce its contractual obligation to the other party by amounts in dispute absent a mutual written agreement of the parties, except as otherwise provided herein.

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 email or facsimile on a business day addressed to the party to which such notice is directed at its address determined in accordance with this Article with customary confirmation of receipt of such email or facsimile received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

TOWN: See Special Terms and Conditions

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

With a Copy to: Broward Sheriff's Office
Office of the General Counsel
2601 W. Broward Blvd
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 TOWN and BSO hereby submits to such jurisdiction and venue and waives any defense of inconvenient forum in relation hereto.

31. **WAIVER OF RIGHTS**

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

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. **DESCRIPTION OF SERVICES**

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

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

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

- a. Direct Services – are those services that are provided by the District Employees.
- b. Indirect Services – are those BSO-provided Non-District Employee services that are centralized within BSO, but provide benefits throughout Broward County (including the TOWN).
- c. Special Detail Services – are those services offered by BSO pursuant to §30.2905, Florida Statutes, which authorizes BSO to administer a program that allows public and private entities to contract for the services of sheriff's deputies during off-duty hours.

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

Each of these services is detailed further below.

DIRECT SERVICES:

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

- a. *Uniformed law enforcement patrol*

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

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

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

- b. *Other Law Enforcement Services*

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

1. BSO shall provide public education programs;
2. BSO may provide law enforcement action (i.e. DUI checkpoints, drug enforcement initiatives) as determined by the District Chief based on trends and statistics within the TOWN;
3. The District Chief or designee shall attend and participate at Town staff meetings, Town Commission meetings as requested by the Town Manager or designee;
4. Upon the request of a homeowners' association, the District Chief or designee shall attend the association's membership meeting;
5. BSO shall provide the Specific Services, if any, set forth in Exhibit A to this Agreement.

INDIRECT SERVICES:

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

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

The costs of indirect services are allocated to this Agreement.

SPECIAL DETAIL SERVICES

1. BSO shall provide security and traffic detail deputies to support special event activities occurring within the TOWN in accordance with the BSO's Special Details Policies and Procedures. BSO shall cooperate with the TOWN and follow TOWN procedures in the permitting of special events. Special details for which deputies must be dedicated or assigned to an event shall be worked out with the sponsoring agency.
2. BSO will provide special detail services for TOWN sponsored events; however the District Chief, in his/her discretion, will determine whether the services can be provided through the on-duty staff assigned to the District or through a special detail. If in the District Chief's discretion, BSO is able to provide the required level of services with on-duty personnel within the District at the time of the event, the TOWN will incur no additional costs associated with such services; however the TOWN understands and acknowledges that the on-duty personnel may be called to an incident during the TOWN sponsored event. For those TOWN-Sponsored events in which the District Chief determines that BSO is unable to provide the required level of services with on-duty personnel within the District at the time of the event, BSO will provide the required level of services through a special detail and/or overtime and the TOWN will be charged at BSO's special detail rates and/or overtime at the time of the event.

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

COUNTYWIDE SERVICES

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

- a) Regional narcotics investigations;
- b) Career criminal investigation;
- c) Multi-agency gang task force operations;
- d) Marine/dive team;
- e) SWAT team response;
- f) Major investigations to include homicide;
- g) Drug enforcement and money laundering; and
- h) Strategic intelligence functions;
- i) Law enforcement technical support services;
- j) Street crimes enforcement;
- k) Full-service crime lab;
- l) Helicopter patrol and air rescue services;
- m) E-911 (law enforcement dispatch), and subject to the terms and conditions set forth in the E-911 Regional Inter-Local Agreement entered into by the TOWN and the County; and
- n) Any other services, excluding those indirect services listed, BSO generally provides to other law enforcement agencies throughout Broward County, whether they have a contract with BSO or not.

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

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

Should funding from Broward County cease and the E-911 services are not possible, BSO and TOWN will execute an amendment to this Agreement in a timely manner, as necessary to formally address any modification to the Parties' respective obligations and funding costs; however the lack of a formally executed amendment will not change the effective date of such modifications, which will occur on the date funding and/or services ceases. Should funding from

Broward County not fully fund the E-911 services, then BSO and TOWN will execute an amendment to this Agreement in a timely manner, as necessary to formally address any modification to the Parties' respective obligations and funding costs; however the lack of a formally executed amendment will not change the effective date of such modifications, which will occur on the date funding ceases.

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

ADDITIONAL SERVICES:

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

AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT FOR POLICE SERVICES, dated the ____ day of _____, 2022, is made by and between the Town of Pembroke Park, Florida, (hereinafter referred to as the "TOWN") and Gregory Tony, as Sheriff of Broward County (hereinafter referred to as "BSO").

WITNESSETH:

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

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

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

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

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

1. The above recitals are true and correct and incorporated herein by reference.
2. This Agreement is comprised of this document, the Special Terms and Conditions set forth in Exhibit A, which is attached and incorporated herein, and the General Terms and Conditions that are set forth in Exhibit B, which is also attached and incorporated herein. The parties acknowledge that the South Broward District is comprised of the Town of Pembroke Park and the City of West Park. The annual consideration for the police services is split between the Town and City on a forty (Town) and sixty (City) percent basis.
3. In the event there is a conflict between the General Terms and Conditions and the Special Terms and conditions, the Special Terms and Conditions shall be controlling.

**AGREEMENT FOR POLICE SERVICES BETWEEN THE TOWN OF PEMBROKE
PARK AND GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA**

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

BSO:

SHERIFF OF BROWARD COUNTY

By: _____

GREGORY TONY, Sheriff

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

By: _____

TERRENCE O. LYNCH, General Counsel

**AGREEMENT FOR POLICE SERVICES BETWEEN THE TOWN OF PEMBROKE
PARK AND GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA**

TOWN:

TOWN OF PEMBROKE PARK

ATTEST:

MARLEN D. MARTELL
Town Clerk

By: _____
GEOFFREY JACOBS
Mayor

Dated: _____

(SEAL)

By: _____
JC JIMENEZ
Town Manager

Dated: _____

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

MELISSA P. ANDERSON
Town Attorney

Town Clerk

From: Town Attorney
Sent: Tuesday, July 5, 2022 5:01 PM
To: Futch, Lee; Lynch, Terrence
Cc: Bonaby, Maureen
Subject: Re: Pembroke Park/BSO agreement

It would be great to have an attachment too

Get [Outlook for iOS](#)

From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Thursday, June 30, 2022 4:52:59 PM
To: Town Attorney <townattorney@tppl.gov>; Lynch, Terrence <Terrence_Lynch@sheriff.org>
Cc: Bonaby, Maureen <Maureen_Bonaby@sheriff.org>
Subject: RE: Pembroke Park/BSO agreement

I believe it will be the same staffing that is currently in place - as well as the split percentage with West Park. I will confirm

From: Town Attorney <townattorney@tppl.gov>
Sent: Thursday, June 30, 2022 8:52 AM
To: Futch, Lee <Lee_Futch@sheriff.org>; Lynch, Terrence <Terrence_Lynch@sheriff.org>
Cc: JC Jimenez <jcjimenez@tppl.gov>; David Howard <dhoward@tppl.gov>
Subject: Pembroke Park/BSO agreement
Importance: High

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Gentlemen,

I have reviewed the draft contract and documentation which was emailed over. However, there is nothing addressing Minimum Staffing or Staffing Structure in Exhibit A and this is obviously crucial. Can you please provide?

Thank you,

Melissa P. Anderson, Esq.

Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppl.gov
www.tppl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

Town Clerk

From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Tuesday, July 5, 2022 5:02 PM
To: Town Attorney
Subject: Automatic reply: Pembroke Park/BSO agreement

I am currently out of the office. Should you need assistance prior to my return, please contact the Office of the General Counsel at 954-831-8920

WARNING: This email originated from outside of the Town of Pembroke Park Organization. Do not click links/images or open attachments unless you recognize the sender and know the content is safe.

Town Clerk

From: Lynch, Terrence <Terrence_Lynch@sheriff.org>
Sent: Monday, June 13, 2022 9:19 AM
To: Town Attorney
Cc: JC Jimenez; Futch, Lee
Subject: RE: Pembroke Park

That's welcome news, Melissa. Thank you.

Terrence Lynch, Esq.
General Counsel
Broward County Sheriff's Office
2601 W. Broward Blvd.
Fort Lauderdale, FL 33312
Office: (954) 831-8921
Fax: (954) 321-5040



Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure.

From: Town Attorney <townattorney@tppl.gov>
Sent: Monday, June 13, 2022 8:26 AM
To: Futch, Lee <Lee_Futch@sheriff.org>
Cc: Lynch, Terrence <Terrence_Lynch@sheriff.org>; JC Jimenez <jcjimenez@tppl.gov>
Subject: RE: Pembroke Park
Importance: High

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The commission authorized us to negotiate with BSO for police and fire services. Accordingly, I will review the agreements sent to me last week and send my comments.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppl.gov
www.tppl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Wednesday, June 8, 2022 10:40 AM
To: Town Attorney <townattorney@tppfl.gov>
Subject: RE: Pembroke Park

Yes. We do that with all municipal partners now. Separate agreements for police and fire services. Deerfield, dania, cooper city, Weston all have separate agreements.

From: Town Attorney <townattorney@tppfl.gov>
Sent: Wednesday, June 8, 2022 10:37 AM
To: Futch, Lee <Lee_Futch@sheriff.org>
Subject: RE: Pembroke Park

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So, to be clear, we would have two separate agreements?

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Wednesday, June 8, 2022 10:35 AM
To: Town Attorney <townattorney@tppfl.gov>
Subject: RE: Pembroke Park

I sent this to you in October.

From: Town Attorney <townattorney@tppfl.gov>
Sent: Wednesday, June 8, 2022 8:03 AM
To: Futch, Lee <Lee_Futch@sheriff.org>
Cc: Bonaby, Maureen <Maureen_Bonaby@sheriff.org>; Lynch, Terrence <Terrence_Lynch@sheriff.org>; JC Jimenez <jcjimenez@tppfl.gov>
Subject: RE: Pembroke Park
Importance: High

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Lee, this template only addresses police services. What about fire services? Our current agreement encompasses police AND fire services. The commission will want to know about the Fire component.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
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From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Monday, June 6, 2022 2:32 PM
To: Town Attorney <townattorney@tppfl.gov>
Cc: Bonaby, Maureen <Maureen_Bonaby@sheriff.org>
Subject: Pembroke Park

Good Afternoon, Melissa – attached is rough template of the standard contract for your review. The Exhibit A would contain the terms specific to the Town, such as staffing and consideration. Exhibit B is used as a template of general terms for each contract city. The term is one year. I think your initial conversation with Terrence included discussion of a 60 day out. It is my understanding that the current offer from command is for a one year agreement with no 60 day out. That way both parties have a date certain as to when the agreement will end and can plan accordingly.

Obviously, the attached is not set in stone and is subject to negotiations should your client wish to move forward.

Lee

H. Lee Futch
Deputy General Counsel – Sworn
Broward Sheriff's Office
954-831-8394

Please note that Florida has a broad public records law, and that all correspondence sent to me via E-mail may be subject to disclosure.

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WARNING: This email originated from outside of the Town of Pembroke Park Organization. Do not click links/images or open attachments unless you recognize the sender and know the content is safe.

Town Clerk

From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Thursday, June 30, 2022 4:53 PM
To: Town Attorney; Lynch, Terrence
Cc: Bonaby, Maureen
Subject: RE: Pembroke Park/BSO agreement

I believe it will be the same staffing that is currently in place - as well as the split percentage with West Park. I will confirm

From: Town Attorney <townattorney@tppfl.gov>
Sent: Thursday, June 30, 2022 8:52 AM
To: Futch, Lee <Lee_Futch@sheriff.org>; Lynch, Terrence <Terrence_Lynch@sheriff.org>
Cc: JC Jimenez <jcjimenez@tppfl.gov>; David Howard <dhoward@tppfl.gov>
Subject: Pembroke Park/BSO agreement
Importance: High

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Gentlemen,

I have reviewed the draft contract and documentation which was emailed over. However, there is nothing addressing Minimum Staffing or Staffing Structure in Exhibit A and this is obviously crucial. Can you please provide?

Thank you,

Melissa P. Anderson, Esq.

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Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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WARNING: This email originated from outside of the Town of Pembroke Park Organization. Do not click links/images or open attachments unless you recognize the sender and know the content is safe.

Town Clerk

From: Lynch, Terrence <Terrence_Lynch@sheriff.org>
Sent: Thursday, June 30, 2022 8:52 AM
To: Town Attorney
Subject: Automatic reply: Pembroke Park/BSO agreement

I am out of the office until Wednesday, July 13, 2022. If you need assistance during this time, please contact the Office of the General Counsel at 954-831-8920.
WARNING: This email originated from outside of the Town of Pembroke Park Organization. Do not click links/images or open attachments unless you recognize the sender and know the content is safe.

Town Clerk

From: Town Attorney
Sent: Thursday, June 30, 2022 8:52 AM
To: Futch, Lee; Lynch, Terrence
Cc: JC Jimenez; David Howard
Subject: Pembroke Park/BSO agreement

Importance: High

Gentlemen,
I have reviewed the draft contract and documentation which was emailed over. However, there is nothing addressing Minimum Staffing or Staffing Structure in Exhibit A and this is obviously crucial. Can you please provide?

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
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EXHIBIT B

POLICE SERVICES GENERAL CONDITIONS

1. **DEFINITIONS**

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

- a. Agreement. "Agreement" shall mean this Agreement for Police Services between the TOWN 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 Sheriff of Broward County, Florida.
- d. TOWN. "TOWN" shall mean the Town that has contracted with BSO for Police Services pursuant to this Agreement and is identified in the Special Terms and Conditions.
- e. Town Boundaries. "Town Boundaries" shall mean the area within the municipal boundaries of the TOWN, as shown in the Special Terms and Conditions of this Agreement.
- f. Town Manager. "Town Manager" shall mean the duly appointed and validly existing Town Manager of the TOWN. In the absence of the Town Manager, the Assistant Town Manager or person acting in the capacity of Town Manager shall have the same authority as that of the Town Manager.
- g. Consideration. "Consideration" shall mean the monthly payment and other amounts payable by the TOWN hereunder in consideration of the Services performed by BSO, as set forth herein.
- h. District. "District" shall mean (a) the Town Boundaries, the City of West Park, or (b) the Annexed TOWN Boundaries on the date the TOWN's annexation plan becomes effective after the Florida Legislature approves such annexation plan, provided BSO has received the required notification thereof as set forth herein (c) any additional geographic area to be serviced by the District employees based upon a mutual written agreement of the TOWN and BSO.
- i. District Chief. "District Chief" shall mean the individual responsible for supervising all law enforcement employees and law enforcement activities within the District. The District Chief shall be the rank of Captain. The District Chief shall serve as the liaison between TOWN and BSO.

- j. District Employees. "District Employees" shall mean BSO employees permanently assigned to the District who possess the necessary qualifications and experience to provide police and support services.
- k. Effective Date. "Effective Date" shall mean the date in which the Agreement is to commence. The Effective Date is set forth in the Special Terms and Conditions of this Agreement.
- l. Facilities. "Facilities" shall mean that portion of the Police Services Center which is used by BSO and any additional facilities that are owned by the TOWN and used by BSO on a permanent basis to provide police services. The Facilities are listed in the Special Terms and Conditions of this Agreement.
- m. 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.
- n. Patrol Zone shall mean the geographic areas within the District, as mutually agreed upon by the District Chief and the Town Manager, in which Patrol Deputy Sheriffs are assigned.
- o. Police Services Center. "Police Services Center" shall mean the premises owned by the TOWN in which the BSO command staff assigned to the TOWN maintains their offices. The address of the Police Services Center is set forth in the Special Terms and Conditions of this Agreement.
- p. Police Services. "Police Services" shall mean the aggregate of all police related services provided by BSO pursuant to this Agreement.
- q. Term. "Term" shall mean the length of this Agreement and any extensions thereto.
- r. Uniformed Deputy. "Uniformed Deputy" shall mean a uniformed Deputy Sheriff employed by BSO who patrols the District.

2. **STAFFING**

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

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

- b. **Deletions and Additions.** The TOWN shall have the right to unilaterally delete services upon no less than sixty (60) calendar days prior written notice, and such deletions shall be

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

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

d. **Deployment.** BSO shall have the discretion to deploy District Employees as necessary to meet the goals and objectives of the TOWN. The cost of such deployment is included in the yearly consideration.

The District Chief's discretion regarding the deployment of the personnel shall be exercised with the intent of providing the most effective police services to the TOWN pursuant to the terms and conditions of this Agreement. The District Chief shall keep the Town Manager informed of the deployment of such personnel through weekly staff meetings and as requested by the Town Manager.

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

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

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

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

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

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

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

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

i. Transfers – BSO's Rights. BSO shall have the right to transfer any Employee out of the District. The Town Manager shall be kept informed of all transfers within five (5) calendar days.

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

j. Transfers – TOWN Right. Except for the District Chief, which is covered in Section 9 of these General Terms and Conditions, the Town Manager shall have the right to request the transfer of BSO personnel out of the TOWN, which shall not be arbitrary or capricious. The request must be sent to the District Chief in writing setting forth the name of the employee, employee's rank and the reason for the request (the "Transfer Request"). The Transfer Request must be approved in writing by BSO, however such approval shall not be unreasonably withheld. BSO shall notify the TOWN in writing as to whether BSO approves of the Transfer Request within 5 business days of receipt of the Transfer Request. If BSO fails to notify the TOWN within 5 business days of the Transfer Request, the Transfer Request shall be deemed approved. If BSO approves the Transfer Request, the employee shall be transferred out of the District as soon as reasonably possible but in no event more than 30 days after BSO approves the Transfer Request. An employee transferred out of the District at the request of the TOWN shall not be reassigned to the TOWN without TOWN approval.

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

l. **Replacements.** Any Personnel transferred or reassigned out of the TOWN shall be replaced as soon as practicable.

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

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

3. **ASSIGNMENT OF POLICE POWERS**

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

4. **GOALS AND OBJECTIVES**

As requested by the Town Manager, the District Chief shall meet with the Town Manager to discuss law enforcement activities within the TOWN. At such meeting, the District Chief shall present the Town Manager with information regarding the following:

- a. Calls for service by time of day, geographic location, date and type of call;
- b. Reported incidents, criminal and non-criminal;

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

5. **REPORTS**

BSO shall provide reports upon request to the TOWN Manager that include the following information:

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

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

BSO shall provide the TOWN with detailed reports indicating budget amounts, year to date expenditures, variances, etc., upon request to the District Chief. BSO shall develop and maintain a strategic plan for law enforcement services provided to the TOWN.

6. **CONSIDERATION**

- a. For the period from the Effective Date through September 30, 2023, the annualized consideration amount and the monthly payment amount for police services shall be as set forth in the Special Terms and Conditions, payable on the 1st of each month. Should County requirements for payments remitted by SHERIFF change to the 15th of the month then such change shall apply to the TOWN as well.
- b. 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 TOWN and BSO will negotiate in good faith any adjustments to the Consideration. The parties recognize and acknowledge that time is of the essence in resolving this issue.

- c. For purposes of calculating the budget for Personnel Services, the District Employees assigned to the District in February of each year shall be the employees used to calculate the budget for the upcoming fiscal year, which is due to the TOWN on May 15th as set forth above. The annual wages, taxes, pension and health insurance costs associated with each employee shall be determined based upon factors such as contractual wage increases, FICA rates and maximums, pension rates (as dictated by the applicable plan) and proposed health insurance rates. If there are any vacant positions on the payroll period in February, the budgeted cost of the vacant positions for the upcoming fiscal year shall be calculated based upon the prevailing budgeted cost of the BSO's Employees within the same job classification.
- f. If BSO and the TOWN are able to reach an agreement regarding the consideration, the TOWN shall pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month.
- g. The parties recognize that the TOWN has no right of setoff or to reduce the consideration payable to BSO by amounts in dispute absent a mutual written agreement of the parties.
- l. In addition to the consideration being paid by the TOWN to BSO under this Agreement, and pursuant to the Regional Interlocal Agreement Between Broward County and the TOWN Providing for Cooperative Participation in a Regional Public Safety Intranet, the TOWN agrees to pay its pro rata share for BSO's mobile and portable radios and auxiliary equipment to the extent allocated for the District, and all needed repairs and replacements thereto in accordance with the Regional Interlocal Agreement.

7. **VEHICLE MARKINGS**

Each patrol vehicle assigned to the District shall prominently display on the vehicle's exterior, "Pembroke Park/ West Park" in three (3) to six (6) inch lettering, in accordance with the BSO standard vehicle markings.

8. **FACILITIES**

BSO shall use the Police Services Center as its District Headquarters.

9. **DISTRICT CHIEF**

BSO shall provide, pursuant to this Agreement, a District Chief. The District Chief shall be assigned full-time to the District and shall provide direct supervision of activities at the District's Police Services Center and District Employees provided pursuant to this Agreement. The District Chief shall, among other specified duties, act as liaison between BSO and the TOWN. BSO's District Chief shall also function as a member of the TOWN's staff with regard to law enforcement issues and report to the Town Manager in that capacity. The District Chief shall be responsible for all law enforcement related emergency management duties on behalf of the District, and his or her responsibilities, except for his or her responsibilities to BSO, shall be

limited to the District, as described herein. The TOWN and BSO understand and acknowledge that the District Chief is employed by BSO and therefore has certain employment responsibilities to BSO, however such responsibilities shall not substantially interfere with the District Chief's responsibilities as the District Chief.

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

In the event the TOWN becomes dissatisfied with the performance of the District Chief, the TOWN shall provide notification to BSO. Thereafter, representatives of BSO and the TOWN shall meet to discuss possible remedies of the problems experienced by the TOWN. BSO agrees to act in good faith in resolving any problems experienced by the TOWN. The Town Manager and City Manager may remove the District Chief at any time, without cause.

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

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

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

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

- a. All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for and forwarded to the TOWN pursuant to Florida Statutes, Section 943.25, shall be assigned over to the BSO and used by the District for the law enforcement education purposes authorized in the statute. Apart from such funds and except for the provisions set forth in subsection 10(k) of these General Terms and Conditions, Grant Funds and Miscellaneous Revenues, BSO shall have no claim or right to any other monies or things of value that the TOWN receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with law enforcement activities.
- b. The TOWN and BSO do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair the TOWN's right to the disposition of fines and forfeitures to which the TOWN would be entitled, pursuant to Florida Statutes, Section 316.660 as may be amended from time to time, or as to proceeds and forfeitures arising under the sale or disposition of unclaimed property or under any statutory or common law proceeding to which the TOWN would otherwise be entitled, except as limited herein.
- c. Asset Forfeiture Proceedings. Sheriff shall be responsible for determining whether asset forfeiture proceedings for property seized within the District through the active participation of Sheriff employees shall be initiated. Any asset forfeiture actions filed under Chapter 932, Florida Statutes, or pursuant to federal law, for property seized within the DISTRICT through active participation of Sheriff employees, shall be initiated and managed by Sheriff. Sheriff shall have sole discretion to determine legal strategy and litigation resolution based upon the best interests of the District and Sheriff.

Fees for Asset Forfeiture Proceedings. Sheriff's costs for forfeiture proceedings under state law shall be recovered from awarded funds as provided under the Florida Contraband Forfeiture Act. There are no fees under federal law.

Funds – Federal Seizure. Asset forfeitures seized utilizing federal law will be managed pursuant to federal regulations. Awarded federal forfeiture funds shall be equitably distributed by the applicable task force memorandum of understanding, if any, and any funds allocated for TOWN shall be deposited into the Sheriff's Federal Law Enforcement Trust Fund (hereinafter referred to as the "Federal Fund"). The funds in the Federal Fund are held by Sheriff pursuant to federal law for the benefit of operations at the TOWN.

Funds – State Seizure. Any funds seized within the DISTRICT through active participation of Sheriff's employees pursuant to Chapter 932 of the Florida Statutes, and subsequently forfeited solely to Sheriff, shall be deposited into Town's Law Enforcement Trust Fund, less any costs as provided in the Florida Contraband Forfeiture Act.

Use of Funds. During the Term of this Agreement, the Town Manager may earmark funds held by Sheriff in the Federal Fund or funds held by TOWN for Sheriff's use within the DISTRICT as follows:

Upon concurrence of the District Chief, with approval of the Sheriff chain of command, Sheriff may apply to TOWN for the use of such Funds within the boundaries of the DISTRICT, if such application is in compliance with Florida Statutes or federal law, as applicable.

The District Chief shall first submit the request to Sheriff's legal counsel for a determination as to whether the request complies with applicable law. If Sheriff's legal counsel finds that the request complies with applicable law, the District Chief shall then submit the request, accompanied by a written certification that the request complies with applicable law, to the Town Manager.

Upon appropriation, such funds shall be made available to Sheriff for its designated use within the confines of the DISTRICT. County shall transfer ownership of any personal property purchased with the Funds to Sheriff for exclusive use within the DISTRICT.

Personal Property (Other Than Currency). The decision to dispose of or use personal property seized within the DISTRICT through active participation of Sheriff employees and subsequently forfeited solely to Town under Chapter 932, Florida Statutes, other than currency that is addressed in Section 13.4 through Section 13.6, shall be in the sole discretion of Town.

If Town decides to use personal property forfeited to Town under Chapter 932, Florida Statutes, other than currency, Town shall reimburse Sheriff for any costs, such as filing fees and/or storage fees, incurred in the seizure and forfeiture of such property.

Upon concurrence of the District Chief, with approval of the Sheriff chain of command, Sheriff may apply to TOWN to use of such personal property either within or outside the DISTRICT, and if approved by the Town Manager.

If this Agreement is terminated, any personal property seized pursuant to this article and used by Sheriff (within or outside the DISTRICT) shall be returned to TOWN.

If TOWN decides to dispose of personal property forfeited to TOWN under Chapter 932, Florida Statutes, other than currency, the proceeds of the sale of such property shall be deposited in the TOWN Fund. Proceeds from the sale of property deposited pursuant to this section may be designated for Sheriff's use within the confines of the DISTRICT, in the same manner as provided above.

Real Property. Sheriff agrees to notify TOWN of its intent to initiate forfeiture proceedings involving real property seized solely by Sheriff prior to the filing of a complaint for forfeiture. Within five (5) business days after such notice, TOWN will notify Sheriff of any objections TOWN has related to the impending forfeiture proceeding. If the Parties are unable to reach a mutually agreed upon decision, the final decision to proceed shall be made by TOWN. The Parties agree that the decision to use or dispose of real property seized within the DISTRICT, through active participation of Sheriff's employees, and subsequently forfeited solely to Sheriff pursuant to Chapter 932, Florida Statutes, shall be in the absolute and sole discretion of TOWN.

If TOWN decides to dispose of such real property, proceeds from the sale of the real property shall be deposited into the Town Fund, less any loans, mortgages, liens, costs (such as filing fees, maintenance, and insurance fees) or any other encumbrance on the property incurred by Sheriff in the seizure, forfeiture, or sale of such property. Proceeds from the sale of real property deposited in the Town Fund may be designated for Sheriff's use within the confines of the DISTRICT, in the same manner as provided above.

If TOWN decides to use such real property, TOWN shall reimburse Sheriff for any loans, mortgages, liens, costs (as described below), or any other encumbrance on the property incurred by Sheriff in the seizure and forfeiture of such property.

Any costs incurred in the seizure, forfeiture, or sale of personal or real property seized within the DISTRICT, through active participation of Sheriff employees and subsequently forfeited shall be paid by TOWN or reimbursed to Sheriff, in the following priority:

Payment of the balance due on any lien on personal or real property preserved by the court in the forfeiture proceedings; and then

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

d. Grant funds and miscellaneous revenues. BSO shall cooperate with the TOWN and, to the extent allowable by law, act as the law enforcement agent on behalf of the TOWN in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The TOWN shall make these funds available to the BSO to carryout the intent of the grant program as approved by the granting agency and the TOWN. Except as otherwise set forth herein, it is understood by both parties that all revenues currently received by the TOWN as a result of law enforcement activities shall continue to be received by the TOWN as previously mentioned herein or as may be added in the future. This shall include, but not be limited to, towing fees per the TOWN's current agreement.

11. **FUEL FACILITY**

NOT APPLICABLE

12. **TOWING**

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

no cost, or fails to list BSO as an additional insured. Further, BSO also reserves the right to continue to use towing services other than those of the TOWN's vendor with regards to all confiscations/forfeiture cases occurring within the TOWN

13. **INSURANCE**

BSO shall maintain in addition to those policies of insurance required and contemplated elsewhere in this Agreement, general liability, automobile liability, public officials liability, worker's compensation and law enforcement liability insurance policies in the amounts set forth below:

General Liability/Public Officials/Law Enforcement Liability
\$1,000,000 occurrence /\$2,000,000 aggregate

Automobile Liability
\$1,000,000 occurrence/\$2,000,000 aggregate

Worker's Compensation: Statutory.

BSO shall maintain these insurance policies throughout the Term. BSO shall name the TOWN as an additional insured under the General Liability policy. BSO shall provide the TOWN with copies of the insurance policies required hereunder and all renewals thereof. The costs of all these insurance policies shall be the sole obligation of BSO; however the TOWN understands and acknowledges that the cost of this coverage is allocated to the TOWN through the consideration set forth in the Special Terms and Conditions of this Agreement. BSO may provide the insurance required in this Section through a self-insurance program and/or excess policies.

The TOWN shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General Liability and Property coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the TOWN and the BSO in the event of claims related to the Facilities or damage/destruction of Facilities utilized by the BSO under this Agreement. In the event that BSO shall take and bring additional equipment or other property to the facility, BSO does so at its own cost and expense.

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, provided the Defaulting Party is first given written notice with ten (10) calendar days to cure;

2. Performance of Services. Failure of BSO to perform the Police Services as required herein at any time during the Term;
 3. Other Performance. Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the Police Services) or to cure any misrepresentation or breach of any representation or warranty herein within thirty (30) days after receipt by the Defaulting Party of written notice of such failure, misrepresentation or breach;
 4. Bankruptcy of Defaulting Party. Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of the Defaulting Party; or
 5. Default. Failure of the Defaulting Party to perform any covenant, condition, agreement or provision contained in any other agreement or to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.
- b. Upon the occurrence and continuance of a Default by the Defaulting Party, the party not in Default (the "Non-Defaulting Party") may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies:
1. Terminate this Agreement;
 2. Withhold payment or performance under this Agreement until such time as such Default is cured, provided the performance level does not compromise the safety of the public;
 3. Cure such Default and recover the costs thereof from the Defaulting Party;
 4. Seek injunctive relief to enjoin any act of the Defaulting Party in violation hereof;
 5. Seek specific performance of any covenant or obligation of the Defaulting Party hereunder; or
 6. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.

15. **TERMINATION**

This Agreement shall terminate on September 30, 2023.

16. **INDEMNIFICATION**

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

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

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

16.4 The parties hereby acknowledge that the consideration and services provided hereunder by each party, one to the other, shall serve as consideration for the indemnification provided under this Agreement. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

17. **DISPUTE RESOLUTION PROCESS**

17.1 If the parties have any disagreement, dispute, breach or claim of breach, nonperformance, 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 section, 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 appropriate.

17.2 A party will provide a 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 Town Manager will conduct a meeting to attempt to resolve the matter.

17.3. If the District Chief or designated Captain and the Town Manager are unable to reach resolution at the meeting prescribed in subsection 17.2. above, then within five (5) business days after such meeting, the BSO's Colonel or designee and the Town Manager will meet and attempt to resolve the matter.

17.4 If the BSO's Colonel or designee and the Town Manager are unable to reach resolution at the meeting prescribed in subsection 17.3. above, then within five (5) business days after such meeting or as otherwise agreed, the Sheriff and the Town Manager will meet and attempt to resolve all pending matters of a Dispute. The parties acknowledge that any agreement reached under this subsection may require subsequent approval by the Town Commission and the Sheriff.

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

17.6. 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**

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

19. **NO PARTNERSHIP**

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

of any kind from the other, except as specifically set forth herein. The TOWN and BSO shall assume full responsibility for their own compliance with any and all Applicable Laws.

20. **REPRESENTATIONS AND WARRANTIES OF TOWN**

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

- a. The TOWN is and shall remain duly organized, validly existing and in good standing under the laws of the State of Florida, has and shall retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action on behalf of the TOWN has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.
- b. This Agreement has been duly executed and delivered by the TOWN and constitutes the valid and legally binding obligation of the TOWN enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which TOWN is a party or by which TOWN is bound, (b) results in the violation by the TOWN of any provision of any Applicable Law applicable to TOWN or to which TOWN may be subject, (c) violate or conflict with any charter or other document governing the actions of TOWN, or (d) require TOWN to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The TOWN is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.
- d. No representation or warranty made by the TOWN herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

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 shall retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;
- b. This Agreement has been duly executed and delivered by BSO and constitutes the valid and legally binding obligation of BSO enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which BSO is a party or by which BSO is bound, (b) result in the violation by BSO of any provision of any Applicable Law applicable to BSO or to which BSO may be subject, (c) violate or conflict with any charter or other document governing the actions of BSO, or (d) require BSO to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. BSO is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.
- d. BSO has complied and shall comply with all Applicable Laws relating to the performance of the Police Services and the employment of the District Employees.
- e. No representation or warranty made by BSO herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.
- f. The parties recognize that neither party has the right to modify the terms and conditions of this Agreement (i.e. staffing, consideration), unless such modification is mutually agreed upon through a formal written amendment or authorized in accordance with Section 2(b). Additionally, neither party shall have the right of setoff or the right to reduce its contractual obligation to the other party by amounts in dispute absent a mutual written agreement of the parties, except as otherwise provided herein.

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 email or facsimile on a business day addressed to the party to which such notice is directed at its address determined in accordance with this Article with customary confirmation of receipt of such email or facsimile received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

TOWN: See Special Terms and Conditions

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

With a Copy to: Broward Sheriff's Office
Office of the General Counsel
2601 W. Broward Blvd
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 TOWN and BSO hereby submits to such jurisdiction and venue and waives any defense of inconvenient forum in relation hereto.

31. **WAIVER OF RIGHTS**

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

and BSO hereby irrevocably waive, to the fullest extent permitted by law, trial by jury on any action, proceeding or counterclaim, whether at law or equity, brought by either of them.

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. **DESCRIPTION OF SERVICES**

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

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

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

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

Each of these services is detailed further below.

DIRECT SERVICES:

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

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

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

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

- b. *Other Law Enforcement Services*

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

- 1. BSO shall provide public education programs;
- 2. BSO may provide law enforcement action (i.e. DUI checkpoints, drug enforcement initiatives) as determined by the District Chief based on trends and statistics within the TOWN;
- 3. The District Chief or designee shall attend and participate at Town staff meetings, Town Commission meetings as requested by the Town Manager or designee;

4. Upon the request of a homeowners' association, the District Chief or designee shall attend the association's membership meeting;
5. BSO shall provide the Specific Services, if any, set forth in Exhibit A to this Agreement.

INDIRECT SERVICES:

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

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

The costs of indirect services are allocated to this Agreement.

SPECIAL DETAIL SERVICES

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

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

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

COUNTYWIDE SERVICES

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

- a) Regional narcotics investigations;
- b) Career criminal investigation;
- c) Multi-agency gang task force operations;
- d) Marine/dive team;
- e) SWAT team response;
- f) Major investigations to include homicide;
- g) Drug enforcement and money laundering; and
- h) Strategic intelligence functions;
- i) Law enforcement technical support services;
- j) Street crimes enforcement;
- k) Full-service crime lab;
- l) Helicopter patrol and air rescue services;
- m) E-911 (law enforcement dispatch), and subject to the terms and conditions set forth in the E-911 Regional Inter-Local Agreement entered into by the TOWN and the County; and
- n) Any other services, excluding those indirect services listed, BSO generally provides to other law enforcement agencies throughout Broward County, whether they have a contract with BSO or not.

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

unless the TOWN and BSO agree otherwise by a formal written amendment to this Agreement executed with the same formalities as set forth herein.

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

Should funding from Broward County cease and the E-911 services are not possible, BSO and TOWN will execute an amendment to this Agreement in a timely manner, as necessary to formally address any modification to the Parties' respective obligations and funding costs; however the lack of a formally executed amendment will not change the effective date of such modifications, which will occur on the date funding and/or services ceases. Should funding from Broward County not fully fund the E-911 services, then BSO and TOWN will execute an amendment to this Agreement in a timely manner, as necessary to formally address any modification to the Parties' respective obligations and funding costs; however the lack of a formally executed amendment will not change the effective date of such modifications, which will occur on the date funding ceases.

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

ADDITIONAL SERVICES:

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

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

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

TOWN:	Town of Pembroke Park, FL
EFFECTIVE DATE:	October 1, 2022
TERM:	October 1, 2022 – September 30, 2023
STAFFING STRUCTURE:	District Complement To Be Determined
MINIMUM STAFFING:	To Be Determined
CONSIDERATION: Monthly Consideration	\$ To Be Determined
POLICE SERVICES CENTER ADDRESS:	To Be Determined
FACILITIES ADDRESSES:	To Be Determined
CODE ENFORCEMENT:	NO
FUEL SITE:	NO
NOTICE CITY ADDRESS:	Town Manager JC Jimenez Town of Pembroke Park 3150 SW 52nd Avenue Pembroke Park, Florida 33023

AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT FOR POLICE SERVICES, dated the ____ day of _____, 2022, is made by and between the Town of Pembroke Park, Florida, (hereinafter referred to as the "TOWN") and Gregory Tony, as Sheriff of Broward County (hereinafter referred to as "BSO").

WITNESSETH:

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

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

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

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

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

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

**AGREEMENT FOR POLICE SERVICES BETWEEN THE TOWN OF PEMBROKE
PARK AND GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA**

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

BSO:

SHERIFF OF BROWARD COUNTY

By: _____

GREGORY TONY, Sheriff

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

By: _____

TERRENCE O. LYNCH, General Counsel

**AGREEMENT FOR POLICE SERVICES BETWEEN THE TOWN OF PEMBROKE
PARK AND GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA**

TOWN:

TOWN OF PEMBROKE PARK

ATTEST:

MARLEN D. MARTELL
Town Clerk

(SEAL)

By: _____
GEOFFREY JACOBS
Mayor

Dated: _____

By: _____
JC JIMENEZ
Town Manager

Dated: _____

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

MELISSA P. ANDERSON
Town Attorney

Town Clerk

From: Town Attorney
Sent: Wednesday, June 8, 2022 3:29 PM
To: Futch, Lee
Cc: Bonaby, Maureen
Subject: RE: Town of Pembroke Park - 6th Amendment (executed copy)

Excellent thanks

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Wednesday, June 8, 2022 3:27 PM
To: Town Attorney <townattorney@tppfl.gov>
Cc: Bonaby, Maureen <Maureen_Bonaby@sheriff.org>
Subject: FW: Town of Pembroke Park - 6th Amendment (executed copy)

Melissa – fully executed 6th amendment attached.

Lee

WARNING: This email originated from outside of the Town of Pembroke Park Organization. Do not click links/images or open attachments unless you recognize the sender and know the content is safe.

Town Clerk

From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Wednesday, June 8, 2022 10:35 AM
To: Town Attorney
Subject: RE: Pembroke Park
Attachments: Pembroke Park Fire Services Agreement Exhibit B 10-6-21.docx; Pembroke Park Fire Exhibit A 10-6-21.docx

I sent this to you in October.

From: Town Attorney <townattorney@tppfl.gov>
Sent: Wednesday, June 8, 2022 8:03 AM
To: Futch, Lee <Lee_Futch@sheriff.org>
Cc: Bonaby, Maureen <Maureen_Bonaby@sheriff.org>; Lynch, Terrence <Terrence_Lynch@sheriff.org>; JC Jimenez <jcjimenez@tppfl.gov>
Subject: RE: Pembroke Park
Importance: High

[EXTERNAL EMAIL WARNING] This email originated outside Broward Sheriff's Office Email System. Do not reply, click links, or open attachments unless you recognize the sender's email address (not just the name) as legitimate and know the content is safe. Report suspicious email to SECNOOC@sheriff.org.

Lee, this template only addresses police services. What about fire services? Our current agreement encompasses police AND fire services. The commission will want to know about the Fire component.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Monday, June 6, 2022 2:32 PM

To: Town Attorney <townattorney@tppfl.gov>
Cc: Bonaby, Maureen <Maureen_Bonaby@sheriff.org>
Subject: Pembroke Park

Good Afternoon, Melissa – attached is rough template of the standard contract for your review. The Exhibit A would contain the terms specific to the Town, such as staffing and consideration. Exhibit B is used as a template of general terms for each contract city. The term is one year. I think your initial conversation with Terrence included discussion of a 60 day out. It is my understanding that the current offer from command is for a one year agreement with no 60 day out. That way both parties have a date certain as to when the agreement will end and can plan accordingly.

Obviously, the attached is not set in stone and is subject to negotiations should your client wish to move forward.

Lee

H. Lee Futch
Deputy General Counsel – Sworn
Broward Sheriff's Office
954-831-8394

Please note that Florida has a broad public records law, and that all correspondence sent to me via E-mail may be subject to disclosure.

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EXHIBIT B

EMERGENCY MEDICAL, FIRE PROTECTION AND FIRE PREVENTION 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 Emergency Medical, Fire Protection and Fire Prevention Services between the TOWN 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. TOWN. "TOWN" shall mean the TOWN that has contracted with BSO for Fire Rescue Services pursuant to this Agreement and is identified in the Special Terms and Conditions.
- e. Town Boundaries. "Town Boundaries" shall mean the area within the municipal boundaries of the TOWN.
- f. Town Manager. "Town Manager" shall mean the duly appointed and validly existing Town Manager of the TOWN. In the absence of the Town Manager, the Assistant Town Manager or person acting in the capacity of Town Manager shall have the same authority as that of the Town Manager.
- g. Consideration. "Consideration" shall mean the monthly payment and other amounts payable by the TOWN hereunder in consideration of the Fire Rescue Services performed by BSO, as set forth herein.
- h. District. "'District" shall mean the geographic area within the Town Boundaries, the City of West Park, and any additional geographic area to be serviced by the District employees based upon a mutual written agreement of the TOWN and BSO.
- i. District Chief. "District Chief" shall be the BSO representative appointed by BSO's Director of Fire Rescue to serve as the Chief responsible for supervising all emergency medical, fire protection and fire prevention employees and activities within the District and serving as a liaison between the CITY and BSO for Fire Rescue Services.

- j. District Fire Employees. "District Fire Employees" shall mean BSO employees regularly assigned to the District who possess the necessary qualifications and experience to provide emergency medical, fire protection or fire prevention and support services, and all other BSO employees and all other Persons contracted by BSO, each of whom may, from time to time, provide Fire Rescue Services to the TOWN.
- k. 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.
- l. Facilities. "Facilities" shall mean the Fire/Rescue Station any additional facilities that are used by BSO on a permanent basis to provide Fire Rescue Services. The Facilities are listed in the Special Terms and Conditions of this Agreement.
- m. Fire Rescue Services. "Fire Rescue Services" shall mean the aggregate of all emergency medical, fire protection and fire prevention related services provided by BSO pursuant to this Agreement.
- n. 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.
- o. 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.
- p. Term. "Term" shall mean the length of this Agreement and any extensions thereto, which are set forth in Exhibit A, Special Terms and Conditions of this Agreement.

2. STAFFING

- a. **Structure.** The staffing structure for the District shall be as set forth in the Special Terms and Conditions of this Agreement and may be modified as set forth herein. The Staffing Structure will not be modified except through a written amendment to this Agreement executed by both the TOWN and BSO with the same formalities as set forth herein.
- b. **Minimum Staffing.** BSO will provide a minimum number of personnel to provide Fire Rescue Services to the TOWN as set forth in the Special Terms and Conditions of this Agreement.
- c. **Employment Standards.** BSO shall be responsible for setting employment standards (i.e. hiring, discipline, training) for District Fire Employees consistent with BSO agency standards. BSO is committed to providing the TOWN with highly skilled emergency medical, fire protection and fire prevention personnel to provide Fire Rescue Services to the TOWN.

- d. **Employment Responsibilities.** All District Fire Employees shall be and remain BSO employees, and such employees shall not be considered employees of the TOWN for purposes of pension benefits, (excepting those persons who are receiving or entitled to receive pension benefits from the Town), insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, the TOWN shall not be called upon to assume any liability (unless otherwise set forth herein) for direct payment of any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, worker's compensation (Chapter 440, Florida Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any District Fire Employee whatsoever, arising out of BSO's employment of such Persons and such Persons' performance of the Fire Rescue Services. The TOWN and BSO understand and acknowledge that all costs, including the employment related costs, are included in the consideration payable by the TOWN to BSO in accordance with this Agreement.
- e. **Personnel.** BSO's Personnel assigned to the District shall only be utilized for appropriate fire and emergency medical services within the District, except as otherwise authorized in applicable automatic and mutual aid agreements. BSO shall not use District Facilities or District Employees to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement or approved in writing by the Town Manager.
- f. **Staffing Review and Modifications.** As part of the TOWN's annual budgetary process, BSO shall evaluate the Staffing requirements for the TOWN to determine if the current staffing level and composition adequately meets the TOWN's goals and objectives. If BSO or the TOWN believes the staffing requirements need to be adjusted, BSO shall provide staffing recommendations to the Town Manager for review. If both parties agree to the recommended staffing changes, this Agreement shall be re-opened for negotiations regarding its terms and conditions as they relate to the staffing and this Agreement shall be modified through an amendment to this Agreement executed by both the TOWN and BSO with the same formalities as contained herein, which shall reflect the agreed upon staffing change(s) and the compensation will be adjusted accordingly.

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

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

- g. **Transfers – BSO's Rights.** Except for the District Chief, which is governed by Section 10 of this Agreement, BSO shall have the right to transfer or reassign any BSO personnel out of the District. BSO will provide the Town Manager notice of the transfer.
- h. **Transfers – TOWN Rights.** Except for the District Chief, which is covered in Section 10 of these General Terms and Conditions, the Town Manager shall have the right to request the transfer of BSO personnel out of the District, which shall not be arbitrary or capricious. The request must be sent to the District Chief in writing setting forth the name of the employee, the employee's rank and the reason for the request (the "Transfer Request"). The Transfer Request must be approved in writing by BSO, however such approval shall not be unreasonably withheld. BSO shall notify the TOWN in writing as to whether BSO approves of the Transfer Request within 5 business days of receipt of the Transfer Request. If BSO fails to notify the TOWN within 15 business days of the Transfer Request, the Transfer Request shall be deemed approved. If BSO approves the Transfer Request, the employee shall be transferred out of the District as soon as reasonably possible but in no event more than 30 days after BSO approves the Transfer Request.
- i. **Transfers – Layoffs.** Notwithstanding anything herein to the contrary, transfers in and out of the District may result from employees exercising seniority rights pursuant to the collective bargaining agreement and in the event of layoffs at the Broward Sheriff's Office.
- j. **Replacements.**
Any Personnel transferred or reassigned out of the TOWN shall be replaced as soon as practicable. Notwithstanding any transfers or reassignments, BSO is still obligated to maintain the minimum staffing required under this Agreement at all times.
- k. **Staffing Continuity.** BSO shall make every reasonable effort to maintain the continuity of BSO emergency medical, fire protection and fire prevention personnel assigned to the District, subject to the transfer provisions set forth herein.
- l. **Education.** The parties acknowledge the importance of the District Fire Employees' knowledge of the general make-up of the TOWN and its geographic areas, its office, industrial, commercial, and residential composition, the TOWN's organizational structure and staff, and the TOWN's Code of Ordinances.
- m. **Deletions and Additions.** The TOWN shall have the right to unilaterally delete services upon no less than sixty (60) calendar days prior written notice, and such deletions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly based on actual cost of the service. If, in BSO's opinion, the requested deleted services (i.e. staffing levels) would negatively impact the safety of BSO's employees or the community, the parties shall collaborate to resolve the issue to their mutual satisfaction. The TOWN may add services, as mutually agreed upon by both parties, and such additions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly.

3. ASSIGNMENT OF FIRE RESCUE POWERS

The TOWN currently has a Certificate of Need ("CON") to provide Emergency Medical Services and BSO shall be authorized to submit documentation and appear on the TOWN's behalf to maintain the CON.

Fire protection and prevention services are provided pursuant to the TOWN's home rule powers and Applicable Law. The TOWN does hereby vest in each of BSO's District Fire Employees, to the extent permitted by law, the powers necessary to implement and carry forth such Fire Rescue Services in accordance with this Agreement, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such District Fire Employees.

4. REPORTS

BSO shall provide reports upon request to the Town Manager that include the following information:

- calls for service based on units responding
- encumbered times for units by day of week and time of day, by unit.
- fire prevention activities (past month and planned current month)

At any time during the term of this Agreement, the Town Manager shall have the right to make reasonable modifications to the reporting format(s), reporting content, and reporting period(s). The Town Manager shall have the right to reasonably request other reports as the Town Manager deems necessary.

5. RESPONSE TIMES

The District Chief will monitor response time reports and provide copies to the Town Manager. For emergency medical and fire protection calls, BSO shall make every reasonable effort to respond within established Commission on Fire Accreditation International ("CFAI") agency accreditation and National Fire Protection Association ("NFPA") 1221, and 1710 standards for response guidelines as they exist now or may be amended from time to time.

Revisions to the response standards determined by CFAI and NFPA will be applied as they occur for BSO to remain current with established industry standards and accreditation requirements. The BSO District Fire Chief will provide the Town Manager with response time metrics annually or more often as needed or required as the nationally established guidelines, accreditation standards and metrics are modified or revised. Response time shall be calculated from the time of intake until the appropriate unit arrives on the scene of the incident as recorded in BSO's CAD system.

6. CONSIDERATION

- a. For the period from the Effective Date through the end of the September 30, 2022, the annualized consideration amount and the monthly payment amount for Fire Rescue Services shall be as set forth in the Special Terms and Conditions, payable on the 1st of each month. The consideration is for the entire District. The Town is

responsible for fifty percent of the consideration. The City of West Park is responsible for fifty percent of the consideration.

- b. The consideration payable by the TOWN for subsequent fiscal years shall be determined by adding the following:
 - 1. BSO's budgeted cost for items other than health insurance premiums, workers compensation premiums, other post-employment benefits and pension contributions, not to exceed an annual increase of 5% over the total combined budgeted cost for all services in the preceding year, except that any increase in the cost of the portable radios and auxiliary equipment provided to the TOWN under the Regional Interlocal Agreement with Broward County, shall not be subject to the annual cap.
 - 2. BSO's budgeted costs for workers compensation premiums and pension contributions and post-employment benefits attributable to District Employees, which shall be based upon projected costs.
 - 3. BSO's budgeted costs for health insurance premiums for District Employees, which costs shall be the same for all BSO employees in the same benefit plan whether assigned to the District or not, not to exceed an annual increase of more than 9% over the budgeted costs for the same level of coverage throughout the agency. The projected costs of these items shall be supported with third party documentation upon request. Changes in classes of insurance per employee (i.e single to family coverage) shall not be included in the cap.
 - 4. The Town and BSO acknowledge that the District is comprised of the Town and the City of West Park. TOWN and the City of West Park are each responsible for payment of fifty (50%) percent of the fire services costs for the District. Should TOWN or City of West Park terminate its respective agreement, the other party's agreement will be opened up for negotiation and/or potentially terminated.
- c. BSO shall submit a proposed budget to the TOWN on or before the preceding May 15th. The budget shall have a summary of major classifications (Personnel Services, Operating Expenses, Capital Outlay, etc.). At the request of the Town Manager, BSO shall provide supporting documentation for the budgeted line items to include the cost to outfit and equip District Fire Employees (i.e. uniforms, fire safety gear, computer, etc.).
- d. For purposes of calculating the budget for Personnel Services, the District Fire Employees assigned to the District in February of each year shall be the employees used to calculate the budget for the upcoming fiscal year, which is due to the TOWN on or before May 15th as set forth above. The annual wages, taxes, pension and health insurance costs associated with each employee shall be determined based upon factors such as contractual wage increases, FICA rates and maximums, pension rates (as dictated by the applicable plan) and proposed health insurance rates. If there are any vacant positions in February, the budgeted cost of the vacant positions for the upcoming fiscal year shall be calculated based

upon the average budgeted cost of the filled Fire Employee positions within the same job classification in February.

- e. BSO and the TOWN shall negotiate in good faith any adjustments to the Consideration. The parties recognize and acknowledge that time is of the essence in resolving this issue. Therefore, the parties agree that a final resolution must be reached on or before August 15. If BSO and the TOWN are able to reach an agreement regarding the consideration, the TOWN will pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month.
- f. BSO shall provide the TOWN with full staffing. The TOWN shall be entitled to a credit for any non-shift vacancies that occur during the fiscal year. The TOWN's entitlement to the vacancy credit shall be calculated quarterly. A vacancy occurs when a BSO District Fire Employee administrative or non-shift staff is absent from work and such absence results in a salary savings to BSO. The TOWN's credit shall be calculated using the average budgeted cost of Fire Employees within the same job classification for that fiscal year. Upon request, BSO shall submit a report detailing vacancy days.

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

- g. BSO shall have the right to temporarily fill any vacancy within the TOWN, through temporary staffing or overtime, provided that BSO fills the vacancy with an employee with a job classification and rank equivalent to the absent BSO employee. BSO shall educate any temporary staff assigned to the District with respect to the general make-up of the TOWN and its geographic areas, and its office, industrial, commercial and residential composition. The TOWN shall be entitled to a vacancy credit for any BSO District personnel vacancy in any of the positions specified in paragraph 6(f) above, unless the vacant position is temporarily filled through overtime or temporary staffing, and if BSO receives a salary savings.
- h. The parties recognize that the TOWN has no right of setoff or to reduce the consideration payable to BSO by amounts in dispute absent a mutual written agreement of the parties.
- i. In addition to the consideration being paid by the TOWN to BSO under this Agreement, and pursuant to the Regional Interlocal Agreement Between Broward County and the TOWN Providing for Cooperative Participation in a Regional Public Safety Intranet, the TOWN agrees to pay its pro rata share for BSO's mobile and portable radios and auxiliary equipment to the extent allocated for the District, and all needed repairs and replacements thereto in accordance with the Regional Interlocal Agreement.

In the event Broward County does not provide funding for E-911 communications/dispatch services for the TOWN, in whole or in part, BSO's obligation to provide such services to

the TOWN shall cease accordingly, unless the TOWN agrees to fund the shortfall in BSO funding.

7. FEES AND GRANTS

The parties acknowledge and agree to the following:

- a. BSO shall invoice the recipient of emergency medical transport services within thirty (30) calendar days from the date services were rendered in accordance with the fee schedule adopted by the TOWN. BSO shall return to the TOWN all emergency medical services transport fees collected by BSO for services provided pursuant to this Agreement on a monthly basis, less any third party fees for collection services.
- b. The TOWN shall invoice, collect and retain fees from property owners for fire inspection and prevention services provided pursuant to this Agreement, including but limited to, fire inspection, plan review, and false alarm fees. The fees and charges for providing said services shall be in accordance with the schedule of fees and charges adopted by the TOWN.
- c. BSO may invoice, collect, and retain all revenues from those companies or persons receiving hazardous materials mitigation services or technical rescue services directly from regional BSO resources or an entity contracted by BSO.
- d. BSO shall be entitled to retain fees for (a) Emergency Medical Services Standby Services; (b) Fire Protection Standby Services; (c) Fire Prevention Services; and (d) Special Event Permits for the provision of BSO fire personnel if applicable. Use of on-duty staff for such standby services shall not be permitted unless documented exigent circumstances occurring within the TOWN necessitate such use. Any other fees retained shall be subject to the written approval of the Town Manager.
- e. BSO shall cooperate with the TOWN and, to the extent allowable by law, act as the fire and emergency medical agent on behalf of the TOWN in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The TOWN will make these funds available to the BSO to carry out the intent of the grant program as approved by the granting agency and the TOWN. Except as otherwise set forth herein, it is understood by both parties that all revenues currently received by the TOWN as a result of fire and emergency medical activities shall continue to be received by the TOWN as previously mentioned herein or as may be added in the future. This shall include, but not be limited to, towing fees per the TOWN's current agreement.
- f. The TOWN shall retain any Chapter 175 premium tax monies for TOWN pension plans.

8. VEHICLES, EQUIPMENT AND OTHER PERSONAL PROPERTY

- a. The Fire Rescue apparatus and vehicles (collectively, the "Vehicles") shall be used solely within the DISTRICT, except in the event of a declared state of emergency,

mutual aid incident or automatic aid incident. Fire Rescue Vehicles requested for use outside of Broward County for a declared emergency, mutual aid incident or automatic aid incident as described herein shall require the consent of the Town Manager. Except for a declared emergency, mutual aid incident or automatic aid incident as described herein, the Fire Rescue Vehicles shall not be used to service any other municipalities or the unincorporated areas of Broward County unless otherwise permitted pursuant to this Agreement.

The title to any vehicles leased or purchased by the TOWN and transferred or used by BSO or lease-purchased by the TOWN and utilized by BSO for the provision of services under this Agreement shall be titled in the name of BSO or the TOWN, as applicable, unless the provisions of the TOWN's lease purchase agreement provide otherwise.

- b. Upon termination of this Agreement, BSO shall return to the TOWN, without cost or charge to the TOWN any Transferred Vehicles or leased property that was provided to BSO 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 Transferred vehicle or leased property. Any disagreement between the TOWN and BSO as to the value or condition of the Transferred Vehicles or leased Property or any replacement property shall be settled by an outside appraisal company agreeable to both parties. With respect to any TOWN owned property destroyed and replaced by insurance required herein, the replacement property shall be returned to the TOWN upon termination of this Agreement.

- c. Capital Replacement.

The TOWN and BSO will maintain a capital replacement schedule of vehicles and equipment necessary for BSO to provide emergency medical, fire protection and fire prevention services to the TOWN. The vehicles and equipment shall be in accordance with BSO's required specifications. On an annual basis as part of the budgetary process, the District Chief and the Town Manager will review and revise the capital replacement plan as necessary. In the event that unforeseen capital replacements are necessary, the District Chief will notify the Town Manager of the need for such capital replacement(s) and the TOWN, at its cost, will work in cooperation with BSO to provide such replacement within a reasonable time thereafter, however, TOWN has final approval on budgeting and purchase of the vehicles. Town will be responsible for replacing the rescue truck assigned to the Town. TOWN will be responsible for fifty percent of the cost to replace the fire engine assigned to the District.

- d. Subleasing of vehicles

BSO acknowledges that some vehicles used by BSO to provide services pursuant to this Agreement are vehicles leased-purchased by the TOWN. TOWN agrees to it may sublease such vehicles to BSO in accordance with the provisions of the applicable Lease Agreement. TOWN is responsible for making lease payments.

- e. Damage to Vehicles.

In the event that a Vehicle or any equipment is damaged during the term of this Agreement, the District Chief shall notify the Town Manager. Repairs will be facilitated by BSO with the cost of such repairs paid for consistent with this Agreement.

f. Maintenance.

BSO shall maintain the Vehicles provided by the TOWN, according to the Vehicle manufacturer's specifications and recommendations. BSO shall retain the Vehicle maintenance records. The TOWN shall have the right to audit such records at any given time. The District Chief shall notify the Town Manager whenever TOWN-owned equipment is taken out of service for maintenance or repairs. BSO shall use personnel appropriately trained and certified to work on emergency vehicles. Such Vehicles provided by the TOWN shall be manufactured pursuant to BSO's required specifications, within reason and to the greatest extent possible.

g. For TOWN or BSO owned vehicles, assigned to the District, the lettering on the vehicles, in addition to "Broward Sheriff's Office" shall include Town of Pembroke Park.

h. BSO shall be responsible for equipping such Vehicles with regard to all necessary equipment, as determined by BSO, for emergency medical services and fire protection services, including communication devices, and shall be responsible for the maintenance of such equipment. BSO shall have the flexibility to move equipment between the Vehicles provided that all of the in-service Vehicles within the TOWN are fully equipped with equipment that is in good working order. Once the equipment has reached the end of its useful life, BSO shall replace such equipment as agreed upon by both parties and such cost shall be added to the annual consideration paid by the TOWN.

9. **DISTRICT CHIEF**

- a. BSO shall provide, pursuant to this Agreement, a District Chief (Department of Fire Rescue and Emergency Services non-bargaining unit command officer of appropriate rank). The District Chief shall be assigned full-time to the District and shall provide direct supervision of activities for the fire stations and personnel/apparatus provided pursuant to this Agreement. The District Chief shall, among other specified duties, act as liaison between BSO and the TOWN. BSO's District Chief shall also function as a member of the TOWN's staff with regard to fire rescue issues and report to the Town Manager in that capacity. The District Chief shall be responsible for all emergency medical and fire protection related emergency management duties on behalf of the TOWN, and his or her responsibilities, except for his or her responsibilities to BSO, shall be limited to the District. The TOWN and BSO understand and acknowledge that the District Chief is employed by BSO and therefore has certain employment responsibilities to BSO, however such responsibilities shall not substantially interfere with the District Chief's responsibilities as the TOWN's Fire Chief.
- b. The selection of a District Chief Officer shall be agreed upon between the Town Manager and the City Manager of the City of West Park and shall be initiated by

BSO selecting three (3) qualified candidates for the position of District Chief. BSO agrees to make such selections in good faith and in the best interest of the District. BSO shall provide TOWN with written notification of the selected candidates and their qualifications within 15 days of the vacancy of the District Chief or within 15 days of the BSO's knowledge that the District Chief position will become vacant, whichever occurs first. Within fifteen (15) days after TOWN's receipt of such notice, representatives from both BSO, TOWN and West Park shall meet to discuss the candidates' qualifications. In the event none of the candidates are acceptable, BSO shall submit the names of three (3) additional candidates for consideration. This process shall continue until such time as the Managers have selected an individual to serve as the District Chief Officer.

- c. The District Chief shall meet and confer with the Town Manager as needed and directed by the Town Manager, for the purpose of maintaining the viability and vitality of this Agreement. The District Chief shall serve on a full-time basis, until such time as the Town Manager and City Manager concur in the transfer or change of duty of him/her according to the terms of this Agreement.
- d. The District Chief shall remain an employee of BSO, subject to the development strategies designed to enhance current capabilities and future assignments of the Broward Sheriff's Office. Succession planning remains BSO's commitment to the current and future needs of both the TOWN and BSO.
- e. BSO shall provide, pursuant to this Agreement, the necessary supervisory personnel to serve as liaisons between the Station personnel and the District Chief.
- f. In the event TOWN and City of West Park become dissatisfied with the performance of the District Chief, TOWN shall provide notification to BSO. Thereafter, representatives of BSO, West Park and TOWN shall meet to discuss possible remedies of the problems experienced by TOWN. BSO agrees to act in good faith in resolving any problems experienced by TOWN. If the Town Manager and City Manager still desire that BSO remove the District Chief, BSO shall do so immediately.

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

- 1. The District Chief is being promoted in rank;
- 2. The District Chief is being demoted;
- 3. The District Chief is being disciplined;
- 4. The District Chief is retiring;
- 5. The District Chief submits a request to transfer out of the TOWN;
- 6. The District Chief is under investigation by BSO or any other federal, state or local law enforcement agency;
- 7. The District Chiefs failure to meet documented BSO performance standards and requirements; or
- 8. Prior to the removal of the District Chief, the Sheriff meets with the Town Manager and notifies the Town Manager that the Sheriff has lost confidence in the District Chief.

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

- h. The District Chief will attend management and Town Commission meetings as directed by the Town Manager. Both parties understand and agree that the attendance of the District Chief is essential to maintain the viability and vitality of this Agreement, but also recognize that the District Chief may occasionally be unavailable, due to illness, scheduled vacation or scheduled training. In the event the District Chief is unable to attend a meeting described herein, the District Chief will advise the Town Manager of the person(s) authorized to attend in place of the District Chief.

10. INSURANCE

- a. Vehicles and/or equipment not subject to lease-purchase agreements.

- 1. BSO shall maintain liability and automobile insurance policies for BSO owned vehicles in the minimum amounts set forth below:

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

TOWN will maintain the same level of coverage for any TOWN owned vehicles provide to BSO for its use in providing the services.

- 2. BSO shall provide the TOWN with a copy of the Certificate of Insurance or endorsements evidencing the types of insurance and coverages required by this Section prior to the effective date of this Agreement, and, at any time thereafter, upon request by the TOWN. BSO shall maintain these insurance policies throughout the Term. BSO shall provide the TOWN with copies of the insurance policies required hereunder and all renewals thereof. The costs of all these insurance policies shall be the sole obligation of BSO; however the TOWN understands and acknowledges that the cost of this coverage is allocated to the TOWN through the consideration set forth in the Special Terms and Conditions of this Agreement. BSO may provide the insurance required in this Section through a self- insurance program.
- 3. In the event BSO's required insurance coverage is modified during the Term of this Agreement, BSO shall provide the TOWN with at least thirty (30) days prior written notice.
- 4. The TOWN shall have the option to insure any and/or all of the BSO non-leased fire rescue vehicles and equipment through BSO on an annual basis with the cost of any such insurance to be included in the consideration payable by the TOWN to BSO. In the event that a vehicle and/or any equipment is damaged or totaled during the term of this Agreement, BSO shall handle the repair or replacement with the cost of such repair or replacement being paid as follows:

1. If the TOWN elected to insure the vehicle and/or equipment through BSO for the period in which the damage occurred, BSO will submit all necessary paperwork to the insurance carrier. Any costs or expenses not covered by insurance will be paid by the TOWN in addition to the consideration set forth herein.
 2. If the TOWN did not elect to insure the vehicle and/or equipment through BSO for the period in which the damage occurred, the TOWN shall be responsible for the cost of the repair and/or replacement. The cost will be paid by the TOWN in addition to the consideration set forth herein, however, TOWN has final approval on budgeting and purchase of the vehicles.
- b. Vehicles and/or equipment subject to lease-purchase agreements.
1. Insurance for vehicles and/or equipment subject to lease-purchase agreements shall be obtained by BSO or TOWN in accordance with the provisions of the applicable lease purchase agreement in the amounts required by the applicable lease-purchase agreement.
 2. If the insurance is purchased by BSO, the cost of any such insurance shall be included in the consideration payable by the TOWN to BSO. In the event that a vehicle and/or any equipment is damaged or totaled during the term of this Agreement, BSO shall handle the repair or replacement with the cost of such repair or replacement being paid as follows:
 3. BSO will submit all necessary paperwork to the insurance carrier. Any costs or expenses not covered by insurance will be paid by the TOWN in addition to the consideration set forth herein.

11. MUTUAL AID

BSO and TOWN recognize and acknowledge that BSO provides fire/rescue throughout Broward County and such services may be provided from the facilities and with personnel and apparatus located within or outside the municipal boundaries of the TOWN on a short term basis.

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

12. DEFAULT

- a. The occurrence of any one or more of the following shall constitute a "Default" by the party causing same (the "Defaulting Party"):
1. Payment. Failure of the Defaulting Party to pay any amount required hereunder, whether for Consideration, taxes, utilities, insurance or any other obligations, within ten (10) days after such is due hereunder, provided the Defaulting Party is first given written notice with ten (10) calendar days to cure; or

2. Performance of Services. Failure of BSO to perform the Emergency Medical, Fire Protection or Fire Prevention 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 Emergency Medical, Fire Protection or Fire Prevention 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 to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.
- b. Upon the occurrence and continuance of a Default by the Defaulting Party, the party not in Default (the "Non-Defaulting Party") may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies:
1. Terminate this Agreement pursuant to Section 14 herein; 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.

13. TERMINATION

- a. In the event of the expiration of this Agreement or the termination by either party, the other party shall render such aid, coordination and cooperation as might be required for an expeditious and efficient termination of service. In the event of such termination or expiration and in the further event that the TOWN is unable to provide the same level of service through its own fire rescue force at the time of such termination or expiration, the then pending term of this Agreement shall be deemed automatically extended for a period of 12 months or until TOWN is capable of rendering such Fire Rescue Services, whichever occurs sooner. The consideration to be paid to the BSO during the transition period shall be based upon the projected cost of providing such services during the transition period, at the level of staffing determined reasonably necessary by BSO.

Either party may terminate this Agreement at its discretion either with or without cause, by giving written notice thereof to the other party; provided the other party has no less than ninety (90) days prior written notice of such termination.

- b. In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach, except for a material breach of any payment obligation under this Agreement in which case the other party shall have 10 days from the date of the receipt of the notice to cure the payment obligation breach. If the material breach is not cured within such time periods, the non-breaching party may terminate this Agreement immediately, subject to the transition period in this Section. Material breaches shall include but are not limited to, failure by the TOWN to pay BSO pursuant to the consideration provisions set forth in the Special Terms and Conditions of this Agreement, violations of Governing Standards, local and federal laws, the BSO policies and procedures, or other terms and conditions of this Agreement.
- c. In the event of termination or upon the expiration of this Agreement, the TOWN may request to purchase from BSO any piece of equipment, including fire rescue vehicles owned by BSO that are directly attributable to or in use by the District at the time of such termination or expiration in connection with the services contemplated herein. The purchase price for such equipment shall be determined by mutual agreement of the parties based on the fair market value of such equipment at the time of the TOWN's request to purchase.
- d. Upon termination or expiration of this Agreement, all equipment and vehicles shall remain in service within the TOWN until such time as the TOWN and BSO execute such documents as are necessary to transfer liability for such vehicles and/or equipment, as applicable, from BSO to the TOWN at the time the TOWN takes possession of such vehicles and/or equipment.

Upon the parties reaching a mutual agreeable purchase price for the equipment owned by BSO pursuant to this Section, and payment by the TOWN, BSO shall

convey all of its rights, title and interest, thereto, including fire rescue vehicles, to the TOWN by Bill of Sale Absolute or Certificate of Title, as applicable.

- e. Should this agreement, or any part thereof, be declared void or otherwise unenforceable by a court of law, the parties recognize that there will be costs in complying with any such order of the court. In such case, each party shall bear its own costs and said order of the court shall be deemed a notice of termination and the parties will implement the order in a manner consistent with the methodology set forth above for termination without cause, unless otherwise required by court order.

14. INDEMNIFICATION

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

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

To the extent permitted by law, BSO shall indemnify, defend, and hold TOWN, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of BSO, its employees, agents, servants and BSO shall indemnify TOWN, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which TOWN, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of BSO, its employees, agents, or servants. For purposes of this provision, TOWN employees shall not be deemed agents or servants of BSO and BSO employees shall not be deemed agents or servants of TOWN. BSO 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.

15. CONTRACTOR RELATIONSHIP

TOWN hereby retains BSO as an independent contractor to provide Fire Rescue Services for the TOWN, subject to the terms and conditions contained herein. As an independent

contractor, BSO shall have discretion and operational oversight regarding the manner and means in which Fire Rescue Services shall be provided to the TOWN, unless otherwise provided herein. Notwithstanding BSO's independent contractor status hereunder, BSO and the District Fire Employees shall have the power and authority granted by the TOWN pursuant to Section 3 hereof.

16. NO PARTNERSHIP

The relationship between the TOWN and BSO shall be solely as set forth herein. Neither party shall be deemed the employee, agent, partner or joint venturer of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other or to do any other thing on behalf of the other, except as specifically set forth herein. Neither the TOWN nor BSO 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 TOWN and BSO shall remain their own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from the other, except as specifically set forth herein. The TOWN and BSO shall assume full responsibility for their own compliance with any and all Applicable Laws.

17. REPRESENTATIONS AND WARRANTIES OF TOWN

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

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

judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

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

18. REPRESENTATIONS AND WARRANTIES OF BSO

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

- a. The Sheriff is the duly elected or appointed, qualified and incumbent Sheriff of Broward County, Florida, has and shall retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.
- b. This Agreement has been duly executed and delivered by BSO and constitutes the valid and legally binding obligation of BSO enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which BSO is a party or by which BSO is bound, (b) results in the violation by BSO of any provision of any Applicable Law applicable to BSO or to which BSO may be subject, (c) violates or conflicts with any charter or other document governing the actions of BSO, or (d) requires BSO to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. BSO is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.
- d. BSO has complied and shall comply with all Applicable Laws relating to the performance of the Fire Rescue Services and the employment of the District Fire Employees.
- e. No representation or warranty made by BSO herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the

circumstances under which they were made, not misleading in any material respect.

- f. The parties recognize that neither party has the right to modify the terms and conditions of this Agreement (i.e. staffing, consideration), unless such modification is mutually agreed upon through a formal written amendment or authorized in accordance with Section 6(i). Additionally, neither party shall have the right of set-off nor the right to reduce its contractual obligation to the other party by amounts in dispute absent a mutual written agreement of the parties, except as otherwise provided herein.

19. INTERPRETATION

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

20. ACCOUNTING TERMS

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.

21. CROSS REFERENCES

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

22. 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.

23. NOTICE

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

TOWN:

See Special Terms and Conditions

BSO:

BSO
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 party.

24. 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.

25. 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.

26. 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.

27. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, and, unless otherwise agreed to in writing by both parties hereto, venue and jurisdiction shall lie only in Broward County, Florida. Each

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

28. WAIVER OF RIGHTS

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

29. 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.

30. 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.

31. 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 reasonable costs and reasonable attorneys' fees (both trial and appellate) incurred in connection therewith.

32. DESCRIPTION OF SERVICES

BSO shall provide comprehensive Emergency Medical, Fire Protection and Fire Prevention Services within the municipal boundaries of the TOWN which includes services (a) customarily rendered by municipal fire departments or BSO, and (b) required

to be performed under Applicable Laws or TOWN Ordinances, unless the subsequent modification or adoption of an Ordinance or Law results in additional costs to BSO in which case the TOWN and BSO will negotiate in good faith to address the increased costs.

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

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

- a. Direct Services – are those services that are provided by the District Fire Employees.
- b. Indirect Services – are those BSO-provided Non-District Fire Employee services that are centralized within BSO, but provide benefits throughout Broward County (including the TOWN).
- c. Special Detail Services – are those services offered by BSO that allows public and private entities to contract for the services of BSO's 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 fire/rescue agencies (irrespective of whether they have an agreement with BSO) that requests such service.

Each of these services is detailed further below.

DIRECT SERVICES

The Fire Rescue Services provided by BSO pursuant to this Agreement are as follows:

a. **General Fire Rescue**

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

b. **Emergency Medical Services**

1. BSO shall provide emergency medical services to the TOWN on a twenty-four (24) hour, seven (7) days per week basis during the term of this Agreement. BSO shall provide the personnel, and the TOWN shall provide the apparatus, for emergency medical services in the manner set forth in Exhibit "A".
2. BSO possesses and shall maintain throughout the term of this Agreement a Class 1- ALS Rescue Certificate of Public Convenience and Necessity ("CON") and an appropriate State of Florida license enabling 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.

3. BSO shall provide emergency medical transportation for all patients requiring transportation to an appropriate hospital emergency department. BSO shall transport patients to the nearest appropriate receiving facility in accordance with adopted medical protocols and at the discretion of the attending paramedic.
4. Training and certification of BSO's paramedics shall be the responsibility of BSO.
5. BSO shall provide medical control and oversight through the use of a comprehensive continuous quality improvement program as outlined in Chapter 401, Fla. Stat.

c. **Fire Protection Services**

1. BSO shall provide fire protection services to the TOWN on a twenty-four (24) hour, seven (7) days per week basis during the term of this Agreement. BSO shall provide the personnel, and the TOWN shall provide the apparatus, for fire protection services in the manner set forth in Exhibit "A".
2. Training and certification of BSO's firefighters shall be the responsibility of BSO.
3. BSO shall 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. TOWN shall pay for hydrant markers and supplies.
4. BSO shall provide Unified Incident Command at the scene of all significant and relative incidents within the TOWN for the purpose of maintain continuity in care, communications and mitigation of hazards.
5. BSO shall make its best efforts to maintain an Insurance Service Organization (ISO) Class One rating for the TOWN's fire protection services throughout the term of this Agreement.

d. **Fire Prevention Services**

1. BSO shall provide fire prevention services ("Fire Prevention Services"), to include but not be limited to fire plan review, new construction and fire plan inspections, annual fire inspection, fire and arson investigation and enforcement of all applicable statutes and codes. BSO shall provide Fire Prevention Services to the TOWN on a forty hour (40) five (5) days per week full-time basis and for Inspector call-out during the term of the Agreement, with the personnel specifically described in Exhibit A, Special Terms and Conditions.
2. BSO shall provide, as funded by the TOWN, all vehicles, equipment and personnel to perform Fire Prevention Services, and shall provide personnel for full time use of the TOWN for Fire Prevention Services in the manner set forth in Exhibit "A".

e. **Other Direct Services**

1. BSO shall provide public education programs, subject to funding, through personnel assigned to the TOWN, designed to reduce the risk of property damage, injury, or loss of life from fire.
2. BSO shall provide a functional computerized fire rescue and emergency medical Records/Information Management System for the purpose of tracking incident information for TOWN required reports and providing billing information for emergency medical calls for BSO's contracted billing agency.
3. BSO shall provide joint fire and emergency medical training with surrounding municipal departments in an effort to develop close working relationships with mutual/automatic aid providers. Such training should be designed as to reduce the risk of property damage, injury, or loss of life from fire or other emergency medical incidents.
4. BSO shall create and or maintain close working relationships with hospital districts.
5. BSO shall provide representation, either by the Chief Officer or his/her designee, at regularly scheduled Home Owners Association meetings when requested by the TOWN.
6. 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 fire rescue service areas.

INDIRECT SERVICES

The TOWN indirectly receives the benefit of the following services associated with fire rescue by virtue of this Agreement with BSO:

- a) Administration
- b) Budget;
- c) Central Supply;
- d) Compensation and Assessment;
- e) Employee Assistance Program;
- f) Employee Benefits;
- g) Information Technology Division;
- h) Equal Employment Opportunity Division;
- i) Community Services (Media Relations and Public Relations);
- j) Finance;
- k) Fleet Control;
- l) Grants Management;
- m) Human Resources;
- n) Office of the General Counsel;
- o) Labor Relations;
- p) Purchasing;
- q) Records;
- r) Recruitment;
- s) Regional Logistics Services;

- t) Selection and Assessment;
- u) Staffing Office; and
- v) Any other services that meet the definition of Indirect Service as mutually agreed upon by BSO and the TOWN.

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

SPECIAL DETAIL SERVICES FOR TOWN EVENTS

1. BSO's emergency medical and fire protection personnel shall be used to provide services at special events held within TOWN.
2. BSO will provide special detail services for TOWN sponsored events; however the Chief Officer, in his/her discretion, will determine whether the services can be provided through the on-duty staff assigned to the District or through a special detail. If in the Chief Officer's discretion, BSO is able to provide the required level of services with on-duty personnel within the District at the time of the event, the TOWN will incur no additional costs associated with such services; however the TOWN understands and acknowledges that the on-duty personnel may be called to an incident during the TOWN sponsored event. For those TOWN-Sponsored events in which the Chief Officer determines that BSO is unable to provide the required level of services with on-duty personnel within the District at the time of the event, BSO will provide the required level of services through a special detail or overtime and the TOWN will be charged at BSO's special detail or overtime rates at the time of the event
4. Special details for which fire rescue personnel must be dedicated or assigned to an event shall be worked out between BSO and the non-TOWN sponsoring agency, and all costs for such detail shall be borne by the sponsoring agency and not the TOWN.
5. Special Detail Costs – TOWN shall reimburse BSO only for the cost of additional labor if the equipment and fuel used are those covered by this Agreement.
6. All special details that require Fire/EMS in the TOWN shall be provided by BSO.

COUNTYWIDE SERVICES

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

- a. BSO shall provide, as needed, hazardous material response services equipped and trained to provide specialized response in case of an accidental spill or leak of hazardous materials or product.
- b. BSO shall provide air rescue services.
- c. BSO shall provide technical rescue services with specially equipped and trained personnel for above grade/high angle and below grade rescues.

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

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

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

AUTOMATIC AID

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

ADDITIONAL SERVICES:

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

DRAFT

EXHIBIT A

**SPECIAL TERMS AND
CONDITIONS**

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

TOWN:	Town of Pembroke Park
EFFECTIVE DATE:	TBD
TERM:	TBD
RENEWAL OPTION:	Renewable for one, five year term upon the Town and BSO agreeing to such renewal and the terms and conditions thereto.
STATION ADDRESSES:	Station 27 is located at: 2610 SW 40 Avenue, West Park, Florida 33023
TOTAL STAFFING:	Utilizing the staffing structure as provided below, BSO shall provide the District with the following level of staffing: <u>Non-shift Personnel</u> District Chief 1 Prevention Personnel 2 (one Fire Prevention Officer, one Fire Safety Inspector)

	Shift Personnel Battalion Chief 1 Captains 4 Lieutenants 8 Driver Engineers 4 Firefighter/Paramedics 13 Total 33
VEHICLE AND STAFFING STRUCTURE FOR THE DISTRICT: (Town of Pembroke Park and City of West Park)	<i>Fire Apparatus/ALS Engine or ALS Ladder:</i> One (1) company officer (Captain) Firefighter Paramedic One (1) Driver Engineer Firefighter Paramedic One (1) Firefighter Paramedic <u>Two ALS Rescue Transport</u> One (1) company officer (Lieutenant) Firefighter Paramedic One (1) Firefighter/Paramedic
NOTICE TOWN ADDRESS:	Town Manager Town of Pembroke Park 3150 SW 52 Avenue Pembroke Park, FL 33023 Copy to: Town Attorney Town of Pembroke Park 3150 SW 52 Avenue Pembroke Park, FL 33023
CONSIDERATION Monthly Consideration for all General and Town Specific Services	\$ (FY 2022) The consideration represents the Town's share for the District. 50% by Town and 50% by City of West Park

Town Clerk

From: Town Attorney
Sent: Wednesday, June 8, 2022 8:03 AM
To: Futch, Lee
Cc: Bonaby, Maureen; Lynch, Terrence; JC Jimenez
Subject: RE: Pembroke Park

Importance: High

Lee, this template only addresses police services. What about fire services? Our current agreement encompasses police AND fire services. The commission will want to know about the Fire component.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Monday, June 6, 2022 2:32 PM
To: Town Attorney <townattorney@tppfl.gov>
Cc: Bonaby, Maureen <Maureen_Bonaby@sheriff.org>
Subject: Pembroke Park

Good Afternoon, Melissa – attached is rough template of the standard contract for your review. The Exhibit A would contain the terms specific to the Town, such as staffing and consideration. Exhibit B is used as a template of general terms for each contract city. The term is one year. I think your initial conversation with Terrence included discussion of a 60 day out. It is my understanding that the current offer from command is for a one year agreement with no 60 day out. That way both parties have a date certain as to when the agreement will end and can plan accordingly.

Obviously, the attached is not set in stone and is subject to negotiations should your client wish to move forward.

Lee

H. Lee Futch

Deputy General Counsel – Sworn
Broward Sheriff's Office
954-831-8394

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Town Clerk

From: Town Attorney
Sent: Wednesday, June 8, 2022 10:40 AM
To: Futch, Lee
Subject: RE: Pembroke Park

Excellent. thanks

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Wednesday, June 8, 2022 10:40 AM
To: Town Attorney <townattorney@tppfl.gov>
Subject: RE: Pembroke Park

Yes. We do that with all municipal partners now. Separate agreements for police and fire services. Deerfield, dania, cooper city, Weston all have separate agreements.

From: Town Attorney <townattorney@tppfl.gov>
Sent: Wednesday, June 8, 2022 10:37 AM
To: Futch, Lee <Lee_Futch@sheriff.org>
Subject: RE: Pembroke Park

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So, to be clear, we would have two separate agreements?

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Wednesday, June 8, 2022 10:35 AM
To: Town Attorney <townattorney@tppfl.gov>
Subject: RE: Pembroke Park

I sent this to you in October.

From: Town Attorney <townattorney@tppfl.gov>
Sent: Wednesday, June 8, 2022 8:03 AM
To: Futch, Lee <Lee_Futch@sheriff.org>
Cc: Bonaby, Maureen <Maureen_Bonaby@sheriff.org>; Lynch, Terrence <Terrence_Lynch@sheriff.org>; JC Jimenez <jcjimenez@tppfl.gov>
Subject: RE: Pembroke Park
Importance: High

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Lee, this template only addresses police services. What about fire services? Our current agreement encompasses police AND fire services. The commission will want to know about the Fire component.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Monday, June 6, 2022 2:32 PM
To: Town Attorney <townattorney@tppfl.gov>
Cc: Bonaby, Maureen <Maureen_Bonaby@sheriff.org>
Subject: Pembroke Park

Good Afternoon, Melissa – attached is rough template of the standard contract for your review. The Exhibit A would contain the terms specific to the Town, such as staffing and consideration. Exhibit B is used as a template of general terms for each contract city. The term is one year. I think your initial conversation with Terrence included discussion of a 60 day out. It is my understanding that the current offer from command is for a one year agreement with no 60 day out. That way both parties have a date certain as to when the agreement will end and can plan accordingly.

Obviously, the attached is not set in stone and is subject to negotiations should your client wish to move forward.

Lee

H. Lee Futch
Deputy General Counsel – Sworn
Broward Sheriff's Office
954-831-8394

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WARNING: This email originated from outside of the Town of Pembroke Park Organization. Do not click links/images or open attachments unless you recognize the sender and know the content is safe.

Town Clerk

From: Town Attorney
Sent: Thursday, June 2, 2022 11:25 AM
To: Futch, Lee
Cc: JC Jimenez; Town Clerk
Subject: RE: Pembroke Park

I will have the clerk pass it along to you. She is copied on this email. Can you do me a favor and send me over a template for the commission to look at during the next commission meeting so they can consider they want to authorize negotiation for BSO law enforcement services through the next fiscal year?

Thank you,
Melissa

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov | townofpembrokepark.com
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Thursday, June 2, 2022 11:08 AM
To: Town Attorney <townattorney@tppfl.gov>
Subject: Pembroke Park

Melissa - I hope it's another lovely day in Pembroke Park for you. Just checking on the status of the amendment to extend the term through the end of the fiscal year. We need the executed copy as soon as possible.

Thank you, Lee

H. Lee Futch
Deputy General Counsel – Sworn
Broward Sheriff's Office
954-831-8394

Please note that Florida has a broad public records law, and that all correspondence sent to me via E-mail may be subject to disclosure.

Town Clerk

From: Lynch, Terrence <Terrence_Lynch@sheriff.org>
Sent: Wednesday, May 18, 2022 12:31 PM
To: Town Attorney
Subject: RE: BSO police services

Got it. Thanks.

Terrence Lynch, Esq.
General Counsel
Broward County Sheriff's Office
2601 W. Broward Blvd.
Fort Lauderdale, FL 33312
Office: (954) 831-8921
Fax: (954) 321-5040



Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure.

From: Town Attorney <townattorney@tppl.gov>
Sent: Wednesday, May 18, 2022 12:30 PM
To: Lynch, Terrence <Terrence_Lynch@sheriff.org>
Subject: RE: BSO police services

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Yes and my extension is 233. Thank you Terrence.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppl.gov
www.tppl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message.

From: Lynch, Terrence <Terrence_Lynch@sheriff.org>
Sent: Wednesday, May 18, 2022 12:27 PM
To: Town Attorney <townattorney@tpfl.gov>
Subject: RE: BSO police services

Great. I'll call you at 2 pm. Is the below number good?

Terrence Lynch, Esq.
General Counsel
Broward County Sheriff's Office
2601 W. Broward Blvd.
Fort Lauderdale, FL 33312
Office: (954) 831-8921
Fax: (954) 321-5040



Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure.

From: Town Attorney <townattorney@tpfl.gov>
Sent: Wednesday, May 18, 2022 12:25 PM
To: Lynch, Terrence <Terrence_Lynch@sheriff.org>
Subject: RE: BSO police services

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Sure anytime before 4pm is good for me. Or I can take the call on the way home after four (I have quite a commute).

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tpfl.gov
www.tpfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Lynch, Terrence <Terrence_Lynch@sheriff.org>
Sent: Wednesday, May 18, 2022 12:24 PM
To: Town Attorney <townattorney@tppfl.gov>
Subject: RE: BSO police services

Do you have time for a call this afternoon? My calendar is open so anytime is good.

Terrence Lynch, Esq.
General Counsel
Broward County Sheriff's Office
2601 W. Broward Blvd.
Fort Lauderdale, FL 33312
Office: (954) 831-8921
Fax: (954) 321-5040



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From: Town Attorney <townattorney@tppfl.gov>
Sent: Tuesday, May 17, 2022 10:47 AM
To: Lynch, Terrence <Terrence_Lynch@sheriff.org>
Cc: David Howard <dhoward@tppfl.gov>; JC Jimenez <jcjimenez@tppfl.gov>; Futch, Lee <Lee_Futch@sheriff.org>
Subject: RE: BSO police services

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Excellent. Thank you. I just wanted to make sure you had received it and that we could expect a response prior to next week.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Lynch, Terrence <Terrence_Lynch@sheriff.org>
Sent: Tuesday, May 17, 2022 10:41 AM
To: Town Attorney <townattorney@tppfl.gov>
Cc: David Howard <dhoward@tppfl.gov>; JC Jimenez <jcjimenez@tppfl.gov>; Futch, Lee <Lee_Futch@sheriff.org>
Subject: RE: BSO police services

Good morning, Melissa,

I appreciate the urgency of the request. However, it requires some internal discussion before we can provide a response. I expect that we'll be able to reply in the next day or two latest.

Terrence Lynch, Esq.
General Counsel
Broward County Sheriff's Office
2601 W. Broward Blvd.
Fort Lauderdale, FL 33312
Office: (954) 831-8921
Fax: (954) 321-5040



Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure.

From: Town Attorney <townattorney@tppfl.gov>
Sent: Tuesday, May 17, 2022 10:27 AM
To: Futch, Lee <Lee_Futch@sheriff.org>; Lynch, Terrence <Terrence_Lynch@sheriff.org>
Cc: David Howard <dhoward@tppfl.gov>; JC Jimenez <jcjimenez@tppfl.gov>
Subject: FW: BSO police services

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Terence and Lee,

I have a commission meeting coming up next week and I need to know the answer to the below question and neither one of you has responded or even acknowledged my email. I also need to know whether BSO will consider allowing the town to stay under a month to month contract until February of next year. I know that this is what the town commission will ask next week.

Please advise at your earliest convenience. If you cannot give me answers by email then please let's set up a conference for this week or early next week. This is an **urgent** matter.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
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From: Town Attorney

Sent: Saturday, May 14, 2022 1:09 PM

To: Lynch, Terrence <Terrence_Lynch@sheriff.org>; Futch, Lee <Lee_Futch@sheriff.org>

Cc: JC Jimenez <jjjimenez@tppfl.gov>; David Howard <dhoward@tppfl.gov>

Subject: BSO police services

Lee and Terrence,

As you know, the Town approved the amendment to the BSO contract and so now our contract with BSO will extend to the end of the fiscal year. The town's estimated projection on getting our own force ready to go full time is late February of next year. Which would leave a 5 months gap or so between BSO departure and the Town's own police force being fully functional.

The town is trying to get a handle on exactly WHAT services BSO would be providing in the Town without a contract. I have spoken with a former attorney with Loxahatchee Groves in Palm Beach and during a similar situation PBSO represented to Lox Groves that the only services which would be provided to the Groves in the absence of a contract would be responding to 911 calls. Please keep in mind that is not anything i know directly but hearsay.

Can you please spell out exactly what services BSO provides to NON-CONTRACTED municipalities within Broward County and what exactly the Town can expect when their contract expires with BSO? I think it would help the commission in determining a course for the future. If necessary, please lets set up a call to discuss as this is an urgent matter.

Thank you,
Melissa Anderson, Town Attorney

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Town Clerk

From: Lynch, Terrence <Terrence_Lynch@sheriff.org>
Sent: Thursday, May 19, 2022 12:21 PM
To: Town Attorney
Subject: RE: Phone call

Your phone is going to voicemail. Can you call me at the below number?

Terrence Lynch, Esq.
General Counsel
Broward County Sheriff's Office
2601 W. Broward Blvd.
Fort Lauderdale, FL 33312
Office: (954) 831-8921
Fax: (954) 321-5040



Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure.

From: Lynch, Terrence
Sent: Thursday, May 19, 2022 12:20 PM
To: 'Town Attorney' <townattorney@tppfl.gov>
Subject: RE: Phone call

Calling now.

Terrence Lynch, Esq.
General Counsel
Broward County Sheriff's Office
2601 W. Broward Blvd.
Fort Lauderdale, FL 33312
Office: (954) 831-8921
Fax: (954) 321-5040



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From: Town Attorney <townattorney@tppfl.gov>
Sent: Thursday, May 19, 2022 12:16 PM
To: Lynch, Terrence <Terrence_Lynch@sheriff.org>
Subject: RE: Phone call

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Yes. Available now or in the afternoon.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Lynch, Terrence <Terrence_Lynch@sheriff.org>
Sent: Thursday, May 19, 2022 12:14 PM
To: Town Attorney <townattorney@tppfl.gov>
Subject: Phone call

I have an update on the information that I relayed in our call that I need to discuss with you. Are you available now or this afternoon?

Terrence Lynch, Esq.
General Counsel
Broward County Sheriff's Office
2601 W. Broward Blvd.
Fort Lauderdale, FL 33312
Office: (954) 831-8921
Fax: (954) 321-5040



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Town Clerk

From: Lynch, Terrence <Terrence_Lynch@sheriff.org>
Sent: Tuesday, May 17, 2022 10:48 AM
To: Town Attorney
Cc: David Howard; JC Jimenez; Futch, Lee
Subject: RE: BSO police services

No worries. I certainly understand.

Terrence Lynch, Esq.
General Counsel
Broward County Sheriff's Office
2601 W. Broward Blvd.
Fort Lauderdale, FL 33312
Office: (954) 831-8921
Fax: (954) 321-5040



Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure.

From: Town Attorney <townattorney@tpopf.gov>
Sent: Tuesday, May 17, 2022 10:47 AM
To: Lynch, Terrence <Terrence_Lynch@sheriff.org>
Cc: David Howard <dhoward@tpopf.gov>; JC Jimenez <jcjimenez@tpopf.gov>; Futch, Lee <Lee_Futch@sheriff.org>
Subject: RE: BSO police services

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Excellent. Thank you. I just wanted to make sure you had received it and that we could expect a response prior to next week.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tpopf.gov
www.tpopf.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Lynch, Terrence <Terrence_Lynch@sheriff.org>
Sent: Tuesday, May 17, 2022 10:41 AM
To: Town Attorney <townattorney@tppfl.gov>
Cc: David Howard <dhoward@tppfl.gov>; JC Jimenez <jcjimenez@tppfl.gov>; Futch, Lee <Lee_Futch@sheriff.org>
Subject: RE: BSO police services

Good morning, Melissa,

I appreciate the urgency of the request. However, it requires some internal discussion before we can provide a response. I expect that we'll be able to reply in the next day or two latest.

Terrence Lynch, Esq.
General Counsel
Broward County Sheriff's Office
2601 W. Broward Blvd.
Fort Lauderdale, FL 33312
Office: (954) 831-8921
Fax: (954) 321-5040



Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure.

From: Town Attorney <townattorney@tppfl.gov>
Sent: Tuesday, May 17, 2022 10:27 AM
To: Futch, Lee <Lee_Futch@sheriff.org>; Lynch, Terrence <Terrence_Lynch@sheriff.org>
Cc: David Howard <dhoward@tppfl.gov>; JC Jimenez <jcjimenez@tppfl.gov>
Subject: FW: BSO police services

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Terence and Lee,

I have a commission meeting coming up next week and I need to know the answer to the below question and neither one of you has responded or even acknowledged my email. I also need to know whether BSO will consider allowing the town to stay under a month to month contract until February of next year. I know that this is what the town commission will ask next week.

Please advise at your earliest convenience. If you cannot give me answers by email then please let's set up a conference for this week or early next week. This is an urgent matter.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



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Town of Pembroke Park
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www.tppfl.gov [townofpembrokepark.com]
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From: Town Attorney
Sent: Saturday, May 14, 2022 1:09 PM
To: Lynch, Terrence <Terrence_Lynch@sheriff.org>; Futch, Lee <Lee_Futch@sheriff.org>
Cc: JC Jimenez <jcjimenez@tppfl.gov>; David Howard <dhoward@tppfl.gov>
Subject: BSO police services

Lee and Terrence,

As you know, the Town approved the amendment to the BSO contract and so now our contract with BSO will extend to the end of the fiscal year. The town's estimated projection on getting our own force ready to go full time is late February of next year. Which would leave a 5 months gap or so between BSO departure and the Town's own police force being fully functional.

The town is trying to get a handle on exactly WHAT services BSO would be providing in the Town without a contract. I have spoken with a former attorney with Loxahatchee Groves in Palm Beach and during a similar situation PBSO represented to Lox Groves that the only services which would be provided to the Groves in the absence of a contract would be responding to 911 calls. Please keep in mind that is not anything i know directly but hearsay.

Can you please spell out exactly what services BSO provides to NON-CONTRACTED municipalities within Broward County and what exactly the Town can expect when their contract expires with BSO? I think it would help the commission in determining a course for the future. If necessary, please lets set up a call to discuss as this is an urgent matter.

Thank you,
Melissa Anderson, Town Attorney

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Town Clerk

From: Lynch, Terrence <Terrence_Lynch@sheriff.org>
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Terrence Lynch, Esq.
General Counsel
Broward County Sheriff's Office
2601 W. Broward Blvd.
Fort Lauderdale, FL 33312
Office: (954) 831-8921
Fax: (954) 321-5040



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To: Futch, Lee <Lee_Futch@sheriff.org>; Lynch, Terrence <Terrence_Lynch@sheriff.org>
Cc: David Howard <dhoward@tppfl.gov>; JC Jimenez <jcjimenez@tppfl.gov>
Subject: FW: BSO police services

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From: Town Attorney
Sent: Saturday, May 14, 2022 1:09 PM
To: Lynch, Terrence <Terrence_Lynch@sheriff.org>; Futch, Lee <Lee_Futch@sheriff.org>
Cc: JC Jimenez <jjimenez@tppfl.gov>; David Howard <dhoward@tppfl.gov>
Subject: BSO police services

Lee and Terrence,

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Can you please spell out exactly what services BSO provides to NON-CONTRACTED municipalities within Broward County and what exactly the Town can expect when their contract expires with BSO? I think it would help the commission in determining a course for the future. If necessary, please lets set up a call to discuss as this is an urgent matter.

Thank you,
Melissa Anderson, Town Attorney

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Town Clerk

From: Town Attorney
Sent: Saturday, May 14, 2022 1:09 PM
To: Lynch, Terrence; Futch, Lee
Cc: JC Jimenez; David Howard
Subject: BSO police services

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Thank you,
Melissa Anderson, Town Attorney

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Town Clerk

From: Town Attorney
Sent: Thursday, May 12, 2022 4:45 PM
To: Futch, Lee
Subject: Re: New BSO contract

Must have been fun watching. ;) Please send over the standard agreement so at least i can see the basic terms.

Melissa

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From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Thursday, May 12, 2022 4:37:44 PM
To: Town Attorney <townattorney@tppfl.gov>
Subject: New BSO contract

Good Afternoon, Melissa – I watched the meeting last night so I saw that they approved the 6th amendment. as to what happens after September 30, we need more information from the Town. We do not submit proposals to municipalities without them being requested by the Town/City officials. At this point, we don't know what levels of service the Town would be looking to BSO to provide. how long of a term? A standalone department? What staffing levels? Would the Town be providing a police station? The same arrangement sharing a district with West Park? I also would need to have internal conversations with our command to get their direction moving forward.

I can send over a standard contract that we use in other cities so you can see the format but there are many business terms that need to be decided upon before I can send an actual proposal.

From: Town Attorney [<mailto:townattorney@tppfl.gov>]
Sent: Thursday, May 12, 2022 10:45 AM
To: Futch, Lee <Lee_Futch@sheriff.org>; Lynch, Terrence <Terrence_Lynch@sheriff.org>
Cc: JC Jimenez <jcjimenez@tppfl.gov>
Subject: New BSO contract

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The Commission approved the amendment to the current contract last night. I STILL do not have a clear answer on the police department v BSO and which way the Town is going, but I can't wait until the last minute. Will you please send me over a proposed contract so I may begin to review in case we need to execute after the amendment expires in September?

Thanks,
Melissa

Thank you,

Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
www.tppfl.gov [townofpembrokepark.com]
3150 SW 52nd Ave Pembroke Park, FL 33023

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SIXTH AMENDMENT TO THE AGREEMENT BETWEEN
THE SHERIFF OF BROWARD COUNTY, FLORIDA
AND
THE TOWN OF PEMBROKE PARK FOR LAW ENFORCEMENT AND FIRE RESCUE
SERVICES

This is a SIXTH AMENDMENT to the Agreement between the SHERIFF OF BROWARD COUNTY, FLORIDA (hereinafter referred to as "BSO") and the TOWN OF PEMBROKE PARK (hereinafter referred to as "TOWN") for the delivery of law enforcement and fire rescue services by BSO to the TOWN.

WITNESSETH:

WHEREAS, on or about November 20, 2007, the parties entered into an agreement for the BSO to provide law enforcement, emergency medical, fire protection and fire prevention services to the TOWN;

WHEREAS, on or about March 10, 2009, the parties entered into a First Amendment to provide one (1) additional Sergeant to the District staffing structure as set forth in Section 3.2 of the Agreement;

WHEREAS, on or about February 24, 2011, the parties entered into a Second Amendment to amend the consideration to provide for equal sharing of the budgeted costs for the District between the TOWN and the City of West Park; and

WHEREAS, on or about July 23, 2012, the parties entered into a Third Amendment to revise the staffing levels; and

WHEREAS, on or about March 2, 2015, the parties entered into a Fourth Amendment to extend the term of the Agreement to allow for negotiations on a new Agreement; and

Page 1 of 3

Page 2 of 4

WHEREAS, on or about January 11, 2018, the parties entered into a Fifth Amendment to adjust the consideration for a two year period and agreed to negotiate and enter into a new agreement in a timely manner; and

WHEREAS the Agreement, First Amendment, Second Amendment, Third Amendment Fourth Amendment and Fifth Amendment to the Agreement are hereinafter collectively referred to as the Agreement; and

WHEREAS, the Parties are desirous of setting an end date to the Agreement due to the pending creation of the Pembroke Park Police Department; and

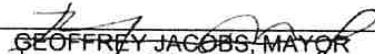
THEREFORE, in consideration of the mutual terms and conditions contained herein, BSO and TOWN agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. Pursuant to Article 26, the parties previously entered the transition phase from BSO to the Town police department. The transition period was scheduled to end during the middle of the current fiscal year. The parties have agreed to extend the transition phase to the end of this current fiscal year, terminating on September 30, 2022.
3. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties execute this Sixth Amendment on the date(s) set forth below:

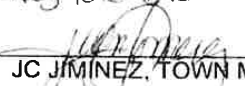
THE TOWN OF PEMBROKE PARK

By:


GEOFFREY JACOBS, MAYOR
Raynold Drevorelle, Vice Mayor

Date:

5/12/2022


JC JIMINEZ, TOWN MANAGER

Date:

06/03/2022

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


MELISSA P. ANDERSON
TOWN ATTORNEY

Page 2 of 3

Page 3 of 4

SIXTH AMENDMENT TO THE AGREEMENT BETWEEN THE SHERIFF OF BROWARD COUNTY, FLORIDA AND THE TOWN OF PEMBROKE PARK FOR LAW ENFORCEMENT AND FIRE RESCUE SERVICES

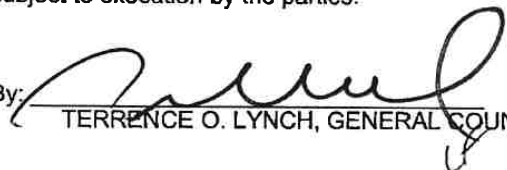
IN WITNESS WHEREOF, the parties execute this Sixth Amendment on the date(s) set forth below:

SHERIFF OF BROWARD COUNTY

By: 
GREGORY TONY, SHERIFF

Date: 6/7/22

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

By: 
TERRENCE O. LYNCH, GENERAL COUNSEL

Lee\Contracts\Pembroke Park -- Sixth Amendment 3-15-22

Town Clerk

From: Town Attorney
Sent: Wednesday, March 30, 2022 12:05 PM
To: Futch, Lee
Cc: Bonaby, Maureen; David Howard; JC Jimenez
Subject: RE: Pembroke Park police services transition

It looks fairly straight forward. I expect it to be on the April commission meeting.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppl.gov
www.tppl.gov | townofpembrokepark.com
3150 SW 52nd Ave Pembroke Park, FL 33023

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From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Tuesday, March 15, 2022 2:49 PM
To: Town Attorney <townattorney@tppl.gov>
Cc: Bonaby, Maureen <Maureen_Bonaby@sheriff.org>
Subject: Pembroke Park police services transition

Good Afternoon, Melissa - attached for your review is the proposed amendment extending the transition period through September 30, 2022. Please let me know if you want any changes.

thank you, Lee

H. Lee Futch
Deputy General Counsel – Sworn
Broward Sheriff's Office
954-831-8394

Please note that Florida has a broad public records law, and that all correspondence sent to me via E-mail may be subject to disclosure.

Town Clerk

From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Tuesday, March 15, 2022 2:49 PM
To: Town Attorney
Cc: Bonaby, Maureen
Subject: Pembroke Park police services transition
Attachments: Pembroke Park - Sixth Amendment 3-15-22.doc

Good Afternoon, Melissa - attached for your review is the proposed amendment extending the transition period through September 30, 2022. Please let me know if you want any changes.

thank you, Lee

H. Lee Futch
Deputy General Counsel – Sworn
Broward Sheriff's Office
954-831-8394

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Town Clerk

From: Town Attorney
Sent: Thursday, February 3, 2022 1:09 PM
To: Futch, Lee
Cc: Bonaby, Maureen
Subject: RE: Pembroke Park

Excellent. Thank you for getting back to me on this. I will look for the draft document.

Thank you,
Melissa P. Anderson, Esq.
Board Certified in City, County and Local Government Law by the Florida Bar



Town Attorney
Town of Pembroke Park
954-966-4600 | townattorney@tppfl.gov
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From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Thursday, February 3, 2022 11:09 AM
To: Town Attorney <townattorney@tppfl.gov>
Cc: Bonaby, Maureen <Maureen_Bonaby@sheriff.org>
Subject: Pembroke Park

Good Morning, Melissa – I was advised that BSO will agree to extend the transition date through the end of the fiscal year. Please keep me up to date on the Town's plans for next year as they evolve.

I will work on a draft document for your review.

Lee

H. Lee Futch
Deputy General Counsel – Sworn
Broward Sheriff's Office
954-831-8394

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Town Clerk

From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Thursday, January 13, 2022 12:52 PM
To: Town Attorney
Subject: RE: Pembroke Park

I'm off tomorrow but can make myself available. what time works for you? confirmed that the meeting is at 11 on Tuesday.

From: Town Attorney [mailto:townattorney@tppfl.gov]
Sent: Thursday, January 13, 2022 10:31 AM
To: Futch, Lee <Lee_Futch@sheriff.org>
Subject: Re: Pembroke Park

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thanks for the heads up, Lee. I will discuss with the manager. You and and probably should discuss where we are with it. Do you have time tomorrow?

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From: Futch, Lee <Lee_Futch@sheriff.org>
Sent: Thursday, January 13, 2022 10:28:17 AM
To: Town Attorney <townattorney@tppfl.gov>
Subject: Pembroke Park

Good Morning, Melissa – hope things are well. I wanted to let you know that I have been asked to attend a meeting between the Town Manager and our command staff regarding the extension of the police services agreement. the meeting is tentatively set for Tuesday, January 18, at 11am. I believe it will be held at the BSO Public Safety Building.

thanks, Lee

H. Lee Futch
Deputy General Counsel – Sworn
Broward Sheriff's Office
954-831-8394

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