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Town of Lauderdale-by-the-Sea

OFFICE OF THE TOWN MANAGER

Date: **May 20, 2011**

To: Mayor Roseann Minnet
Commissioner Stuart Dodd
Commissioner Birute Clottey
Commissioner Scot Sasser
Commissioner Chris Vincent

From: Connie Hoffmann, Town Manager CH

Subject: **BSO Contract Negotiations**

I've met several more times with BSO representatives to discuss the new contract between the Town and the Sheriff for police services.

The agreement would be for a five year term, from October 1, 2011 – September 30, 2016.

Each year, BSO would provide the Town with the cost of continuing police services at the same level as in the prior year. The Town and BSO would then sit down and discuss whether the Town wanted to modify staffing levels and BSO would provide an updated cost for that level of service.

The original budget for FY 2012 that BSO proposed was $3.7 million, a $543,000 increase over our current BSO budget of $3,157,000. They have submitted a revised budget of $3,532,000 this week. The reductions are the result of several things:

1) They have reduced the budget for the employer contribution to the Florida Retirement System for the BSO employees assigned to LBTS from $430,065 to $285,615, a reduction of $144,450. We expected to see some reduction as a result of the State Legislature's actions to require employees to contribute to the pension system, but this reduction is larger than expected.

2) We agreed that it made no sense for the Town to bill BSO for their share of the utility costs at the Town's public safety building, then have BSO turn around and include those costs in their charges to the Town, so they have removed the utility costs. That eliminated approximately $13,000 from the BSO budget.

3) Minor adjustments to other accounts.

The line item budget that makes up the $3,532,000 is attached. We have discussed before that the County Commission has demanded that BSO allocate to the contract cities overhead costs and other post retirement benefit costs (OPEB costs). In the budget these numbers are reflected in three line items:

1) Account 523403 OPEB $47,344
   Per BSO, these are actual OPEB costs that will be expended next year for retired former LBTS Deputies' benefits.

2) Account 591401 OPEB Reserve $45,340
   Although the Sheriff wanted to simply handle OPEB costs on a pay-as-you-go basis, the County Commission was insistent that money should be placed in reserve for future OPEB costs for the contract cities. The County's position is that, because contract cities could choose not to continue contracting with BSO in the future, BSO would be left with the responsibility to pay OPEB costs for officers who had worked most of their careers in contract cities. This reserve protects BSO and the County against that future liability. At some time, however, it would seem logical that this item and the one described above will overlap, but they are not likely to in the course of this five year contract.

3) Account 591001 Transfer to the General Fund $127,484
   This account is a set fee of $4,395 per BSO employee assigned to LBTS for the Sheriff's Office's administrative overhead costs. BSO advises that this same per person cost is being added in all of the new contract cities contracts.

It is my recommendation that we further reduce the proposed amount of the BSO contract by eliminating one Deputy Sheriff position from our budget. That will save an additional $97,000 and bring our cost next year from BSO services down to $3,435,000. Several BSO Deputies have been unable to work or on light duty for the past year and our service level has not seemed to suffer. The Chief points out that his staff voluntarily rearranged their schedules to cover the Town's busiest hours during season to assure that service did not suffer.

Reducing staffing by one position would mean that the BSO budget would increase approximately $278,000 over the current year budget.

Commission discussion and direction on that suggestion is requested.

Attached you will find the contract language as currently negotiated. Exhibit A does not reflect the reduction of one Deputy position. It should be noted that the Town Attorney has not been involved in the negotiations and has not reviewed the contract language.

DRAFT

Appropriations Detail

Fund	Department	Division	Budget Number
1	CONTRACT SERVICES	LAUDERDALE BY THE SEA	02-3475

Sub-Obj Code	Classification		Proposed Budget 2011-2012
512401	REGULAR SALARY		2,028,921
514401	OVERTIME		33,790
515401	SPECIAL PAY		18,434
	Total - Personal Services		**2,081,145**
521401	FICA TAXES		159,029
522401	RETIRE-REGULAR		8,123
522402	RETIRE-SPECIAL RISK		285,615
522405	RETIRE/DROP SPECIAL RISK		4,802
523401	LIFE/HEALTH INSURANCE		322,554
523403	OPEB		47,344
524402	WORKER'S COMP		100,200
	Total - Fringe Benefits		**927,667**
534401	CONTRACTS SVC/CUST		2,700
541401	COMM SERVICE/BASIC		3,840
541402	COMM SERVICE/BASIC		3,800
541403	COMM SERVICE/AIR CARDS		11,724
543401	UTILITY SERVICE	(Town's expense)	0
543402	WATER & WASTE DISPOSAL	(Town's expense)	0
544401	R/L OFFICE MACHINES		2,395
544402	R/L VEHICLE		4,200
545402	INS/ADMIN-BOND/INS		28,977
546401	R/M EQUIPMENT		3,998
546402	R/M VEHICLES		77,966
551401	OFFICE SUPPLY-MISC		2,711
551402	OFFICE SUPPLY-OFFICE		3,095
552401	OPER SUPPLY-GAS/OIL/LUB		110,628
552402	OPER SUPPLY-TOOLS		500
552408	OPER SUPPLY-FNGRPT/PHOTO		597
552409	OPER SUPPLY-MISC		8,170
552410	OPER SUPPLY-UNIFORMS		9,087
554402	DUES/MEMBERSHIP		900
	Total - Operating Expenses		**275,288**
564401	MACH-EQUIP/VEHICLE		67,430
564402	MACH-EQUIP/EQUIPMENT		5,611
564404	MACH-EQUIP/RADIO		2,070
	Total - Capital Outlays		**75,111**
591001	TRANSFER TO GENERAL FUND		127,484
591401	OPEB RESERVE		45,340
	Total - Transfers/Reserves		**172,824**
	Total - LAUDERDALE-BY-THE-SEA		**3,532,035**

* Based on Pension Rate changes

BSO/LBTS CONTRACT AS OF 5/18/2011
NEGOTIATING SESSION

AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT FOR POLICE SERVICES, dated the [___] day of [___], 2011, is made by and between the Town of Lauderdale By The Sea (hereinafter referred to as the "TOWN") and the Broward Sheriff's Office (hereinafter referred to as "BSO")

W I T N E S S E T H:

WHEREAS, the TOWN has heretofore maintained a high level of professional police protection for the benefit of the citizenry thereof, and

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

WHEREAS, the TOWN is desirous of maintaining its Charter police power but at the same time wishes to provide for daily police services through contractual agreement, and

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

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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

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

3. In the event there is a conflict between the General Terms and Conditions and the Special Terms and conditions, the Special Terms and Conditions shall be controlling.

AGREEMENT FOR POLICE SERVICES BETWEEN THE TOWN OF LAUDERDALE BY THE SEA AND THE 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: _____

AL LAMBERTI, Sheriff

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

By: _____

JUDITH LEVINE, General Counsel

AGREEMENT FOR POLICE SERVICES BETWEEN THE TOWN OF LAUDERDALE BY THE SEA AND THE SHERIFF OF BROWARD COUNTY, FLORIDA

TOWN:

TOWN OF LAUDERDALE BY THE SEA

ATTEST:

By: _____

_____

MAYOR

TOWN CLERK

Dated: _____

(SEAL)

By: _____

TOWN MANAGER

Dated: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____

TOWN ATTORNEY

EXHIBIT A

SPECIAL TERMS AND CONDITIONS

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

TOWN:	Town of Lauderdale By The Sea
EFFECTIVE DATE:	October 1, 2011
TERM:	October 1, 2011 – September 30, 2016
RENEWAL OPTION:	This Agreement may be renewed for an additional five (5) year period upon mutual written agreement of the parties as to the terms and conditions agreed upon at such time.
TOWN BOUNDARIES:	
STAFFING STRUCTURE:	1 District Commander / Chief 1 Executive Officer / Lieutenant 3 Sergeants 20 Deputy Sheriffs (including a deputy motorman) 1 Administrative Specialist 2 Receptionists (part-time) 1 Community Service Aide (CSA) 27 Full Time 2 Part Time
MINIMUM STAFFING:	Nine (9) sworn personnel in a twenty-four (24) hour period.
CONSIDERATION:	(Still under discussion)

First Year Annualized Monthly Consideration Aggregate Not To Exceed	
POLICE HEADQUARTERS ADDRESS:	
FACILITIES ADDRESSES::	
CODE ENFORCEMENT:	YES OR NO
FUEL SITE:	YES OR NO
SPECIAL DETAILS – TOWN SPONSORED EVENTS	Four (4) TOWN-sponsored events to be provided pursuant to the terms and conditions set forth in Section 36 of Exhibit B to this Agreement.
NOTICE TOWN ADDRESS::	4501 Ocean Drive Lauderdale By The Sea, FL 33308
ADDITIONAL SERVICES	2.8 The TOWN will receive full service criminal and crime scene investigations. Additionally, the TOWN will receive the benefit of the following initiatives: Citizens Observer Patrol; Citizens Academy; Senior Citizen's Academy; Night Eyes Cards / Watch Cards for residences, businesses and vehicles. 2.9 It is recognized by both parties that the TOWN, because of its coastal location, is subject to flooding and adverse conditions. BSO agrees to provide adequate vehicles in times of emergency to adequately address the law enforcement needs of the TOWN. 2.10 BSO will ensure that the patrol force cooperates fully with the TOWN's Code Enforcement Department and parking Enforcement personnel, working mutually to address the TOWN's Ordinances.

	2.11 The District Chief and at the request of the Town Manager, one (1) uniformed Deputy Sheriff shall be available to attend each regular and special Town Commission meeting at no additional cost to the TOWN. This uniformed officer shall come from the staffing structure provided for in section 2.2. 2.12 BSO will provide patrol and law enforcement services upon the public beach as necessary, utilizing the appropriate land, sea, or air vehicles as needed. BSO, as part of this Agreement, will provide law enforcement patrol of the waterways within the TOWN, to include the ocean areas, enforce laws and ordinances, as well as promote boater safety.

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 duly elected and qualified Sheriff of Broward County, Florida.

d. 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.

e. 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.

f. 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.

g. District. "District" shall mean (a) the TOWN Boundaries, or (b) the Annexed TOWN Boundaries on the date the TOWN's annexation plan becomes effective after the Florida Legislature approves such annexation plan, provided BSO has received the required notification thereof as set forth herein (c) any additional geographic area to be serviced by the District employees based upon a mutual written agreement of the TOWN and BSO.

h. District Chief. "District Chief" shall mean the individual responsible for supervising all law enforcement employees and law enforcement activities within the TOWN. The District Chief shall be the rank of Captain. The District Chief will serve as the liaison between TOWN and BSO.

i. 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, and all other BSO employees and all other Persons

contracted by BSO, each of whom will, from time to time, provide the police services to the TOWN.

j. 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.

k. Facilities. "Facilities" shall mean that portion of the Police Headquarters 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.

l. 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.

m. 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.

n. Police Headquarters. "Police Headquarters" shall mean the premises in which the BSO command staff assigned to the TOWN maintains their offices. The address of the Police Headquarters is set forth in the Special Terms and Conditions of this Agreement.

o. Police Services. "Police Services" shall mean the aggregate of all police related services provided by BSO pursuant to this Agreement.

p. 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.

q. Term. "Term" shall mean the length of this Agreement and any extensions thereto.

r. TOWN. "TOWN" shall mean the TOWN that has contracted with BSO for Police Services pursuant to this Agreement and is identified in Exhibit A, Special Terms and Conditions.

s. 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 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. **Deployment**. BSO shall have the discretion to deploy the staff as necessary to meet the goals and objectives of the TOWN. The District Chief will keep the TOWN Manager informed of the deployment of such personnel through weekly staff meetings and as requested by the TOWN Manager.

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 will keep the TOWN Manager informed of the deployment of such personnel through weekly staff meetings and as requested by the TOWN Manager. During such meetings, the TOWN Manager and District Chief will discuss the results of previous deployments, alternative deployment strategies and the benefits and risks associated with each strategy.

c. **Minimum Staffing**. BSO will provide to the TOWN a minimum number of deputy sheriffs to patrol the TOWN as set forth in the Special Terms and Conditions of this Agreement.

d. **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.

e. **Employment Responsibilities**. All Employees shall be and remain BSO employees, and such employees shall not be considered employees of the TOWN for purposes of pension benefits, insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, the TOWN shall not be called upon to assume any liability for or direct payment of any salaries, wages, or other compensation, contributions to pension funds, including TOWN Plan contributions for those employees that elected to remain in the TOWN Plan, insurance premiums, workmen's compensation (Chapter 440, Florida Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any District Employee whatsoever, arising out of BSO's employment of such Persons and such Persons' performance of the Services. The 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. Notwithstanding anything to the contrary contained herein, TOWN shall continue to be responsible for any claims attributed to employees previously employed by the TOWN who were recognized in the initial agreement between BSO and the TOWN for law enforcement services provided that such causes of action were incurred during the time the employees were previously employed by the TOWN.

f. **Staffing Review and Modifications**. As part of the TOWN's annual budgetary process, BSO and TOWN 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, and both parties agree to such adjustment(s), this Agreement shall be amended through a formal amendment executed by both the TOWN and BSO with the same formalities as contained herein.

In addition to the annual review, BSO and the TOWN shall have the right to request staffing adjustment at any time during the year. Upon either party making such request, the District Chief and TOWN Manager will 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 proceed pursuant to the dispute resolution procedures set forth in Section 17 of this Agreement.

g. **Transfers – BSO's Rights**. BSO shall have the right to transfer any Employee out of the District, for any of the following reasons:

1. An Employee requests a transfer in order to accept a promotion or special assignment which has been offered to the Employee based upon the Employee's special qualifications or career path.
2. Disciplinary reasons.
3. Failure of an Employee to meet BSO performance standards.
4. The Employee requests a transfer. BSO shall have the right to transfer employees that request a transfer out of the District, however the number of employees that are transferred for such reason shall not exceed three percent (3%) of the total staffing structure annually as set forth the Special Terms and Conditions of this Agreement, unless approved by the TOWN Manager. There shall be no limit on the number of transfers made pursuant to subsections a, b, and c of this subsection of the Agreement.

Authorization of the TOWN Manager shall be required for the transfer of an Employee out of the District for any reason not stated above. Authorization of the TOWN Manager must also be obtained for the transfer of an Employee out of the District for Employee requested transfers under subsection d. above for those Employees that are not on the Active Transfer Request List, and transfers for any reason not stated above. The authorization of the TOWN Manager shall not be unreasonably withheld.

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. (NOTE: TOWN WANTS TO ADD EXECUTIVE OFFICER)

h. **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 request must be approved in writing by BSO, however such approval shall not be unreasonably withheld. If BSO approves the request, the employee will be transferred out of the District as soon as reasonably possible, which will be based upon many factors including, but not limited to, BSO having a vacant position elsewhere within the agency to place the transferred employee that matches the qualifications of the employee and the requirements of the position

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 in the event of layoffs at the Broward Sheriff's Office.

j. **Replacements**. If an Employee is transferred out of the District, a replacement must be approved by the TOWN Manager prior to the transfer of the Employee out of the District. The TOWN understands and acknowledges that the transferred Employee may be transferred out of the District prior to the replacement commencing services within the District, provided the replacement has been approved by the TOWN Manager and the replacement commences services within a reasonable period of time, not to exceed thirty (30) days. The approval of the TOWN Manager shall not be unreasonably withheld.

k. **Staffing Continuity**. The TOWN and BSO recognize the importance of combining the efforts and resources of BSO, the TOWN 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 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 will 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.

l. **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 problems. 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 District 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 District Deputy Sheriff of BSO so empowered hereby and engaged in the performance of the law enforcement services shall be deemed to be a sworn officer of the TOWN while performing such law enforcement services. Accordingly, such sworn District Deputy Sheriff of BSO are hereby vested with the power to enforce the ordinances of the TOWN, to make arrests incident thereof and to do such other things and to perform such other acts as are necessary with respect thereto.

4. QUARTERLY GOALS AND OBJECTIVES

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

a. Reported incidents, criminal and non-criminal;
b. Number and types of arrests;

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

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

5. REPORTS

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

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

6. CONSIDERATION

a. For the period from the Effective Date through the end of the First Fiscal Year, as defined in the Special Terms and Conditions, the annualized consideration amount and the monthly payment amount for police services shall be as set forth in the Special Terms and Conditions, payable on the 1st of each month.

b. For fiscal year beyond the First Fiscal Year, BSO will submit a proposed budget to the TOWN on or before the preceding May 1st. The budget will be a detailed line item budget. The TOWN and BSO will negotiate in good faith any adjustments to the Consideration. If the TOWN and BSO are unable to reach an agreement regarding the consideration on or before May 31st, either the TOWN or BSO may proceed pursuant to the dispute resolution procedures set forth in Section 17 of these General Terms and Conditions. The parties recognize and acknowledge that time is of the essence in resolving this issue. Therefore, the parties agree that final resolution must be reached on or before June 30th.

c. If BSO and the 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

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

e. The TOWN and BSO understand and acknowledge that staffing vacancies will occur throughout the term of this Agreement; however it is the intent of both the TOWN and BSO to work cooperatively towards reducing vacancies and thus increasing the number of deputies working within the District.

f. BSO shall provide the TOWN with full staffing. The TOWN shall be entitled to a credit for any vacancies that occur during the fiscal year, except as provided in this Section 6 of the General Terms and Conditions. A vacancy occurs when a deputy or employee is absent from work and such absence results in a salary savings to BSO. The TOWN'S credit shall be calculated using the median Pay Step "5" of the affected class plus FICA and pension.

g. 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.

h. BSO shall have the right to temporarily fill any vacancy within the TOWN, 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 TOWN and its geographic areas, its industrial, business and residential composition and its crime trends. The TOWN shall be entitled to a vacancy credit for any vacancy, unless the vacant position is temporarily filled through overtime or temporary staffing.

i. 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.

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

k. The TOWN and BSO understand and acknowledge that funding for E-911communications/dispatch services is not included in the consideration payable by the TOWN to BSO pursuant to the terms and conditions contained herein. The funding

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

l. 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.

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

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

7. VEHICLE MARKINGS

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

8. FACILITIES

The TOWN agrees to provide BSO with a Police Headquarters.

The Police Headquarters and any other facilities owned by the TOWN and used by BSO on a permanent basis are hereinafter collectively referred to as the "Facilities". BSO shall occupy the Facilities and use the furnishings and equipment contained in the Facilities in connection with performing the Services within the District, at no additional cost to BSO.

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

destroy, deface, damage, impair, or remove any part of the Facilities, BSO shall be responsible for repairing or replacing such property.

Except as otherwise provided in preceding paragraph, the TOWN shall maintain and repair all "Structural Components" of the Facilities including, but not limited to, the roof, walls, foundations, sidewalks, floors, windows, ceilings, sprinkler systems, hot water systems, elevators, heating plants, air condition plants, plumbing and electrical systems and components, unless the need for such repairs are caused by the negligence of BSO in which case BSO shall be responsible for the cost of such repairs. The TOWN shall invoice BSO for the cost of any repairs caused by the negligence of BSO and BSO shall not unreasonably withhold payment. TOWN further agrees to maintain in good repair the parking area and all exterior common areas. TOWN shall also make any repairs necessitated by weather-related damage or hazards or by other causes not under BSO's control. TOWN shall also make all repairs or changes which may be necessary to make the Facilities and the use herein contemplated comply with applicable laws, ordinances, orders or regulations of any federal, state, county or municipal authority now or hereafter in effect unless specifically exempted therefrom. The TOWN shall complete any and all repairs that do not require bidding within thirty (30) days from the date the TOWN receives BSO's written notice of the need for such repairs. Major repairs requiring analysis and preparation of bid documents will be accomplished as expeditiously as possible within ninety (90) days after receipt of the BSO's notice of the need for such repairs. Emergencies shall be handled using emergency procurement procedures. "Routine Maintenance and Minor Repairs" shall be the responsibility of BSO and shall include items such as light bulbs, HVAC filters, etc., minor electrical fixtures that do not require a licensed professional or certification; and, minor plumbing components such as toilet and sink valves and parts, shower heads, etc. In the event this provision conflicts with any other provision of this Agreement, this provision shall be controlling.

TOWN shall pay for all utility costs including, but not limited to, telephone, electric, waste and water for the Facilities; however BSO shall take reasonable measures to limit such costs.

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

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

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

9. DISTRICT CHIEF

At all times during the Term, BSO shall provide a District Chief. The District Chief shall meet and confer with the TOWN Manager or his designee as needed and directed by the TOWN Manager, for the purpose of maintaining the viability and vitality of this Agreement.

The District Chief shall maintain his or her principal office and shall be principally located in the Police Headquarters at all times during the Term and who shall serve on a full-time basis, until such time as the TOWN Manager concurs in the transfer or change of duty of him/her according to the terms of this Agreement.

The District Chief shall serve on a full-time basis and shall have the rank of Captain. 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 the Broward Sheriff's Office. In order to effectively administer issues such as promotions, special assignments, discipline, succession planning and personal development, BSO shall notify and confer with the TOWN Manager prior to any reassignment of the District Chief and such reassignment shall require the approval of the TOWN Manager.

The TOWN Manager reserves the right to request that the District Chief be reassigned by BSO, which request shall not be unreasonably denied. BSO and the TOWN Manager shall confer and agree, for purposes of continuity, upon a time frame for an effective transition date taking into consideration the identification, selection and assignment of the new District Chief.

Upon a permanent vacancy in the District Chief's position, BSO will submit not less than three (3) names of highly qualified BSO personnel to fill the District Chief's position. The TOWN Manager will be given an opportunity to review the candidates' personnel and internal affairs files, as well as interview each candidate. The TOWN Manager will select a candidate and notify BSO in writing of the recommended candidate's name from the list of the three (3) candidates submitted by BSO.

The TOWN and BSO will work diligently and in good faith to complete the process of selecting a District Chief in a timely manner.

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

c. The TOWN and BSO agree that BSO shall be responsible for determining whether asset forfeiture proceedings for property seized within the TOWN through active participation of District personnel shall be initiated, except as otherwise indicated herein. Any state law forfeiture actions filed under Chapter 932, Florida Statutes, for property seized within the TOWN through active participation of District personnel shall be initiated and managed by BSO, which shall have sole discretion to determine legal strategy and litigation resolution based upon the best interests of the TOWN and BSO.

d. BSO agrees that any currency seized within the TOWN, through active participation of the District's personnel, pursuant to Chapter 932 of the Florida Statutes, and subsequently forfeited solely to BSO, shall be deposited into the TOWN's Law Enforcement Trust Fund established by the TOWN, less any costs as described in paragraph 10(h) herein (hereinafter referred to as the "Funds"). The Funds shall be and shall always remain in the ownership of the TOWN and BSO shall not have any right to ownership and control of such Funds. During the term of this Agreement, such Funds may be earmarked for the BSO's use within the confines of the TOWN, upon approval of the TOWN as follows:

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

2. The request shall first be submitted by the District Chief or his designee to the TOWN's legal advisor for a determination of the legality of the request. The TOWN's legal advisor shall render an opinion within thirty (30) days of the written request of the TOWN.

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

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

In the event that property, which is purchased with currency described above, is disposed of prior to termination of this Agreement, BSO shall allocate the net proceeds from said disposition to the TOWN's Law Enforcement Trust Fund. In the event that this agreement is terminated prior to the disposition of property, which is purchased with currency described above, said property shall be turned over to the TOWN. BSO will maintain the property while it is in BSO's possession.

e. The parties agree that the decision to dispose of or use personal property, other than currency, seized within the TOWN through active participation of the District personnel and subsequently forfeited solely to the TOWN under Chapter 932, Florida Statutes, shall be in the sole discretion of the TOWN.

1. If the TOWN decides to use personal property, other than currency, forfeited to the TOWN under Chapter 932, Florida Statutes, the TOWN shall reimburse BSO for any costs, as described in paragraph 10(h), below, incurred in the seizure and forfeiture of such property.

2. BSO shall annually invoice the TOWN for all actual costs incurred by BSO in the forfeiture action including, but not limited to, filing fees and advertising costs, and the TOWN shall have forty-five (45) calendar days to pay such invoice. BSO will submit the annual invoice to the TOWN on or before September 30th of each fiscal year;

3. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the TOWN Manager, BSO may apply to the TOWN to use such personal property either within or outside the TOWN, and if approved, BSO may use such personal property in accordance with such approval, however BSO shall then be responsible for all costs incurred in the forfeiture of that personal property.

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

5. In the event that this Agreement is terminated and such property is still in use by BSO within or outside the TOWN, such property shall be turned over to the TOWN.

6. If the TOWN decides to dispose of personal property, other than currency, forfeited to the TOWN under Chapter 932, Florida Statutes, proceeds of the sale of such property, less costs as described in paragraph 10(h) herein, shall be deposited in the TOWN's Law Enforcement Trust Fund. Proceeds from the sale of property deposited in the TOWN's Law Enforcement Trust Fund may be designated for BSO's use within the confines of the TOWN, in the same manner as provided in subsection 10(d) above.

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

1. If the TOWN decides to dispose of such real property, proceeds from the sale of the real property shall be deposited into the TOWN's Law Enforcement Trust Fund, less any loans, mortgages, liens, costs (as

described in subsection 10(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 TOWN's Law Enforcement Trust Fund may be designated for BSO's use within the confines of the TOWN, in the same manner as provided in subsection 10(d), above.

2. If the TOWN decides to use such real property, the TOWN shall reimburse BSO for any loans, mortgages, liens, costs (as described in paragraph 9(h), below) or any other encumbrance on the property incurred by BSO in the seizure and forfeiture of such property. However, prior to filing a forfeiture compliant for real property seized within the TOWN, BSO's legal staff shall first consult with TOWN's legal advisor for authorization to proceed with the forfeiture due to the potential for excessive costs to the TOWN from mortgages, liens or other encumbrances on the real property. TOWN shall provide BSO with a filing decision on the prospective forfeiture within three (3) working days after obtaining all relevant information from BSO required to adequately evaluate the equity of the seized real property, including, but not limited to, the value of the property and any liens thereon.

   i. BSO shall invoice the TOWN for all actual costs incurred by BSO in the forfeiture action, and the TOWN shall have thirty (30) days to pay such invoice;
   ii. BSO may apply to the TOWN to use such real property, and if approved, BSO may use such real property in accordance with such approval.
   iii. In the event that this Agreement is terminated and such property is still in use by BSO, such property shall be turned over to the TOWN.

g. In the event that real or personal property is seized within the TOWN through active participation of District personnel and the active participation of personnel from other law enforcement agencies, and such property is forfeited to multiple law enforcement agencies pursuant to Chapter 932, Florida Statutes, the decision to use or dispose of such property shall be made by agreement of the participating agencies. If such property is sold, the TOWN's share of the proceeds of such sale, less costs (defined in Section 10(h)) incurred in the seizure, forfeiture, and sale of such property, will be based upon the ratio that the District's personnel's participation bears, to the participation of all law enforcement agencies and units that participated in the seizure of the property. The TOWN's share of proceeds from the sale of such property shall be deposited into the TOWN's Law Enforcement Trust Fund, and may be earmarked for BSO's use, in the same manner as provided in subsection 10(d), above.

h. Any costs incurred in the seizure, forfeiture, or sale of personal or real property seized within the TOWN, through active participation of the District personnel and subsequently forfeited shall be paid by the TOWN or reimbursed to BSO, in the following priority:

   1. Payment of the balance due on any lien on personal or real property preserved by the court in the forfeiture proceedings.

2. Payment of the cost incurred in connection with the storage, maintenance, security, forfeiture proceeding (i.e. court costs, publication costs) and sale of such property.

g. BSO shall, on a quarterly basis, supply the TOWN with a written report of the above-described fines and forfeitures. The report(s) shall include a description and estimate of value of properties seized under the laws of the State of Florida, whether or not disposition thereof has been adjudicated. Moreover, the report(s) shall be amended, from time to time, by reflecting the ultimate disposition of property described in an earlier report(s), and such amendatory report(s) shall be submitted to the TOWN within thirty (30) days of the ultimate adjudication with regard to the seizure of the property.

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

i. 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 will 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. TOWING

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

12. INSURANCE

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

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

BSO shall maintain these insurance policies throughout the Term. BSO shall provide the 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.

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

13. FUELING SITE (NOT APPLICABLE)

If the TOWN has a fueling site and allows BSO to use such site exclusively, the following provisions shall apply to BSO's use of such fueling site:

a. BSO will be responsible for the repair and maintenance of the existing above ground fuel pumps.

b. TOWN shall be responsible for the repair, maintenance, and replacement of any and all other components of the fuel system including, but not limited to, underground storage tanks. BSO shall provide the TOWN with notice of the need for repairs, maintenance and/or replacement of any of the components to the fuel system. Upon receipt of such notice, the TOWN will make such repairs, maintenance and/or replacements within a timely manner thereafter, except for spills resulting for from the acts of BSO, or its employees or agents.

c. BSO agrees to report to the appropriate public safety agency(s) and to notify the TOWN of any and all fuel spills as soon as possible. Upon notification, the TOWN shall be responsible for the cleanup of any and all spills occurring at the Fueling Site; however in the event the spill resulted from the act(s) of BSO or its employees or agents, BSO shall reimburse the TOWN for the cost of such cleanup unless otherwise agreed to by the TOWN and BSO

d. To the extent permitted by law, BSO agrees to indemnify, defend and hold the TOWN harmless from any and all claims, damages, fines, judgments, penalties, costs, causes of action, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys', consultant, and expert fees) (collectively, "Liabilities"), arising during the term of this Agreement or thereafter, and resulting from or arising out of the negligence or willful misconduct of BSO, its employees, agents, or servants with regard to the use of the fueling system. Furthermore, BSO shall be responsible for any property damage to the fueling system resulting from the acts of BSO employees.

e. To the extent permitted by law, TOWN agrees to indemnify, defend and hold BSO harmless from any and all claims (excluding workers compensation claims of BSO employees), damages, fines, judgments, penalties, costs, causes of action, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims,

attorneys', consultant, and expert fees) (collectively, "Liabilities"), arising during the term of this Agreement or thereafter, and resulting from or arising in connection with the leakage of fuel from the underground piping, underground storage tank(s), and any and all other components of the fueling system, unless caused by the negligence or willful misconduct of BSO, its employees, agents, or servants. Without limiting the generality of the foregoing, TOWN's indemnification shall apply to any and all liabilities resulting from or arising out of (i) any investigation, cleanup, removal, or restoration of the Police Headquarters grounds required by any federal, state or local agency or political subdivision, and any personal injuries (including wrongful death) or property damage (real or personal) and (ii) any Hazardous Substance which flows, diffuses, migrates or percolates into onto or under the Police Headquarters grounds.

f. If the TOWN determines that the fuel site must be closed, either temporarily or permanently, the TOWN will provide BSO with no less than ninety (90) calendar days prior written notice in order to allow BSO to find another suitable location for fueling its vehicles.

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 twenty (20) days after such is due hereunder; or

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

3. Other Performance. Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the Services) or to cure any misrepresentation or breach of any representation or warranty herein within thirty (30) days after receipt by the Defaulting Party of written notice of such failure, misrepresentation or breach; or

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

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

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

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

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

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

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

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

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

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

15. TERMINATION

a. Either party may terminate this Service 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 © of this Section 15 shall commence.

b. In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Contract immediately. 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 or federal laws, the BSO policies and procedures, or the terms and conditions of this Agreement.

c. 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 such event, BSO and TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from BSO to a TOWN police department and to maintain during such period of transition the same high quality of police protection otherwise afforded to the residents of the TOWN pursuant to the terms hereof. In the event the TOWN is transitioning to its own police department as a result of the termination or expiration of this Agreement, the TOWN shall have the right to extend the agreement for up to twenty-four (24) months from the effective date of the termination or the expiration date, whichever is applicable. TOWN

will pay BSO for the costs incurred by BSO during the transition period at the level of staffing determined necessary by BSO. The cost for these services will be negotiated by the TOWN and BSO in a manner consistent with the terms of this Agreement.

d. Termination for Lack of Funds. In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County, Board of County Commissioners, BSO may provide TOWN with thirty (30) calendar days written notice of termination. At the expiration of the thirty (30) day notice period as described in the preceding provision, the transition period as set forth in the subsection © of this Section 15 shall commence. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.

e. Equipment and Vehicles .
Upon the expiration or termination of this Agreement, BSO shall return to the TOWN, without cost or charge to the TOWN all of the items of personal property listed on the attached Exhibit " C " (except vehicles, which are covered by the following provision) or a like kind replacement, which must be of a similar quality and design as the property listed on Exhibit " C ." Any disagreement between the TOWN and BSO as to the value or condition of the property to be returned shall be settled by an outside appraisal company agreeable to both parties.

In lieu of the TOWN's rights and BSO's obligation to replace the vehicles listed on Exhibit " ", BSO shall transfer ownership to the TOWN of one (1) Sports Utility Vehicle (SUV) and nine (9) patrol vehicles with all equipment (sirens, etc) that are of average age and mileage in the BSO fleet of patrol vehicles upon termination or expiration of this Agreement.

16. INDEMNIFICATION

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

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

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

d. SOVEREIGN IMMUNITY. BSO and the TOWN will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

17. DISPUTE RESOLUTION

a. If the parties have any disagreement, dispute, breach or claim of breach, non-performance, or repudiation arising from, related to or in connection with this Agreement, including but not limited to either party's failure or alleged failure to comply with any of the provisions of this Agreement (the "Dispute"), the parties will follow the dispute resolution procedures set forth in this Section 17, it being agreed that for purposes of this Article, any reference to a particular representative of a party will also be deemed to include such particular representative's duly authorized successor or designee and such other persons as each party deems appropriate.

b. A party will provide written notice to the other party of a Dispute. Within five (5) business days of the giving of such notice of a Dispute, the District Chief or designated Captain and the TOWN Manager will conduct a meeting to attempt to resolve the matter.

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

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

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

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

18. CONTRACTOR RELATIONSHIP

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 will 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 capaTOWN 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.

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 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 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 will retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;

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

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

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

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

f. The parties recognize that neither party has the right to modify the terms and conditions of this Agreement (i.e. staffing, consideration), unless such modification is mutually agreed upon through a formal written amendment. Additionally, neither party shall have the right of setoff or the right to reduce its contractual obligation to the other party by amounts in dispute absent a mutual written agreement of the parties, except as otherwise provided herein. Disputes will be handled in accordance with the Dispute Resolution procedures set forth in Section 16 herein.

22. INTERPRETATION

Except where the context otherwise requires, reference to something in the singular shall include the plural and vice versa. Unless otherwise noted, reference to a party to this Agreement includes that party, and its permitted successors and assigns. Lastly, the captions or headings in this Agreement are for convenience only, and are not meant to limit the scope or intent of the particular provisions.

23. ACCOUNTING TERMS

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

24. CROSS REFERENCES

Unless otherwise specified, references in this Agreement to any Article or Section are references to such Article or Section of this Agreement, and, unless otherwise specified, references in any Article, Section or definition to any clause are references to such clause of such Article, Section or definition. The words "hereof", "hereby", "hereto", "herein", "hereunder" and the like refer to this Agreement in its entirety.

25. DRAFTING

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

26. NOTICE

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

TOWN:

See Exhibit A, Special Terms and Conditions

BSO:

Sheriff
Broward Sheriff's Office
2601 W. Broward Boulevard

Fort Lauderdale, FL 33312

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

27. NON-ASSIGNABILITY

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

28. TIME OF THE ESSENCE

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

29. ENTIRE AGREEMENT

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

30. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, and, unless otherwise agreed to in writing by both parties hereto, venue and jurisdiction shall lie only in Broward County, Florida. Each of 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. FORCE MAJEURE

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

35. ATTORNEYS' FEES

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

36. DESCRIPTION OF SERVICES

Those 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 will negotiate in good faith to address the increased costs.

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

a. Direct Services – are those services that are provided by the District Staff.

b. Indirect Services – are those BSO-provided Non-District Staff services that are centralized within BSO, but provide benefits throughout BSO (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 requests such service.

Each of these services is detailed further below.

DIRECT SERVICES:

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

a. *Uniformed law enforcement patrol*

BSO will provide uniformed law enforcement patrol services for the 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 staff within those patrol zones.

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

Deputy Sheriffs assigned to uniformed law enforcement patrol services will provide vacation-house-check services and premises surveillance not less than once during each twenty-four (24) hour period for each resident of the TOWN who registers for such service.

b. Other Law Enforcement Services

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

1. BSO shall provide public education programs;

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

3. The District Chief or designee will 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 will attend the association's membership meeting;

5. Traffic enforcement, local narcotics and property crimes investigation, provided the Town agrees in the annual consideration to pay for any applicable supplemental pay for these services.

6. Present documentation, evidence and testimony at legal proceedings regarding code violations in which BSO employees were witnesses or the citing officer, nuisance abatement cases , and local ordinance violations where BSO employees were witnesses or the citing officer.

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) Enterprise Technology Division;
i) Equal Employment Opportunity Division;
j) Evidence;
k) External Affairs (Media Relations, Public Relations and Crime Stoppers);
l) Finance;
m) Fleet Control;
n) Grants Management;
o) Human Resources;
p) Institute for Criminal Justice Studies;
q) Legal;
r) Labor Relations;
s) Purchasing;
t) Records;
u) Recruitment;
v) Selection and Assessment;
w) Victim Services; and
x) Any other services that meet the definition of Indirect Service as determined by BSO.

The cost 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. The BSO shall cooperate with the TOWN and follow TOWN procedures in the permitting of special events. The TOWN agrees to authorize BSO to act as public safety representative for the TOWN in permitting of special events (excluding fire/rescue matters handled by the Fire Department). Special details for which deputies must be dedicated or assigned to an event shall be worked out with the sponsoring agency. Special details for TOWN-sponsored events will be provided based upon the terms provided in Exhibit A, Special Terms and Conditions.

The TOWN Manager may modify the the number of TOWN-sponsored events upon providing the District Chief with reasonable written notice of such modification. Furthermore, additional TOWN-Sponsored Events may be added upon mutual agreement of the TOWN Manager and District Chief. It is understood that there may be circumstances in which deputies assigned to patrol must be temporarily reassigned to traffic to supplement special detail deputies. At the TOWN Manager's request, the BSO shall provide a uniformed deputy for security at any TOWN Commission meeting at no additional cost to the TOWN.

COUNTYWIDE SERVICES

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

a) Regional narcotics investigations;
b) Career criminal investigation;
c) Multi-agency gang task force operations;
d) Case filing;
e) Marine/dive team;
f) Canine deployment;
g) SWAT team response;
h) Major investigations to include homicide, aggravated felonies, abuse and neglect, sex crimes, missing persons, robbery, economic crimes, traffic homicide, bomb and arson, environmental crimes, auto theft, fugitive apprehension, crime scene technicians and major crime scene technical expertise;
i) Drug enforcement and money laundering; and
j) Strategic intelligence functions;
k) The use of the mounted patrol;
l) Law enforcement technical support services;
m) Street crimes enforcement;
n) Full service crime lab;
o) Helicopter patrol and air rescue services;
p) Prisoner and jail services for municipal ordinance violators;
q) E-911 (law enforcement, fire, and EMS dispatch), subject to County funding as set forth herein; and
r) 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 will 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.

ADDITIONAL SERVICES:

Upon the request of the TOWN Manager and BSO's availability of resources, BSO agrees to provide such additional resources at a cost mutually agreed upon by the parties.

EXHIBIT C INVENTORY OF EQUIPMENT TO BE RETURNED TO LBTS

Quantity	Description of Item
	COMPUTER EQUIPMENT
13	laptop computers w Microsoft Office, Outlook, Internet Explorer, Adobe software installed & license for the software
5	laptop carrying cases
1	Desktop computer with above described software & licenses
1	Uninterupted Power Supply
2	HP Laserjet Printers
2	HP Desk jet Printers
1	dot matrix printer
5	flat screen monitors
	WEAPONS & AMMUNITION
9	shotguns (Remington or Winchester brands)
1	patrol rifle
3	shotgun racks
3	boxes of 38 caliber ammunition
1	case 9mm ammunition
1	box of 45 caliber ammunition
1	box of 40 caliber ammunition
15	boxes of 12 gauge shotgun buckshot
14	canisters of pepper spray
9	basketweave checmical spray cases
1	basketweave mag case
20	sets of leather gun belts w standard BSO accessories
	COMMUNICATION EQUIPMENT
25	portable radios of the type currently assigned by BSO to deputies
1	radio base station for portable radios
1	multi-station charger for portable radios
20	spare batteries for portable radios
2	shoulder microphones
	OFFICE EQUIPMENT
1	fax machine
1	scanner
3	paper shredders
2	safes
2	two drawer metal letter size file cabinets
1	two drawer metal legal size file cabinets
4	five drawer metal letter size file cabinets
1	eight draw metal index card file cabinet
3	four drawer metal letter size file cabinets

OFFICE EQUIPMENT cont'd.

2 four drawer lateral metal legal size file cabinets
3 digital tape recorders
3 calculators

FURNITURE

2 desk credenzas
8 wooden four drawer desks (30 x 60 inches or larger)
1 wooden four drawer desks(36 x 72 inches or larger)
1 Executive swivel office chair
3 Jr. Executive swivel office chairs
5 swivel office chairs with sidearms
1 wood stand for a printer
2 wood bookcases (20 x 60 inches or larger)
2 wood bookcases (24 x 48 inches or larger)
4 secretarial office chairs
4 metal lockers (approximately 9 foot x 3 foot)
1 desk lamp
1 20 slot mailbox & 1 60 slot mail box
3 side arm metal chairs with fabric seats

VEHICLES

see Exhibit B

OTHER EQUIPMENT

3 traffic radar units
1 traffic laser system
2 flat screen televisions
1 VCR or DVD player
2 digital image (video) recorders (can be a feature in digital cameras referenced below)
4 digital cameras
1 megaphone
2 patrol bicycles
1 set of scuba gear (tank, bc vest, regulator w gauges)
2 defibrillators
5 patrol flashlights
2 battery sticks for patrol flashloghts
2 tint meters
3 cases of road flares