INTERLOCAL AGREEMENT
BETWEEN
BROWARD COUNTY
AND
SHERIFF OF BROWARD COUNTY
PROVIDING FOR
SEAPORT SECURITY AND LAW ENFORCEMENT SERVICES
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EXHIBITS

EXHIBIT A – SCOPE OF SERVICES SEAPORT SECURITY & LAW ENFORCEMENT (SENSITIVE SECURITY INFORMATION EXEMPT FROM PUBLIC RECORDS DISCLOSURE PER FLORIDA STATUTE 311.13)

EXHIBIT B – STAFFING (SENSITIVE SECURITY INFORMATION EXEMPT FROM PUBLIC RECORDS DISCLOSURE PER FLORIDA STATUTE 311.13)

EXHIBIT C – SUMMARY OF REPORTING REQUIREMENTS
INTERLOCAL AGREEMENT
BETWEEN
BROWARD COUNTY
AND
SHERIFF OF BROWARD COUNTY
PROVIDING FOR
SEAPORT SECURITY AND LAW ENFORCEMENT SERVICES

This Interlocal Agreement (hereinafter referred to as "Interlocal Agreement"), made and entered into this 10th day of September, 2015, by and between BROWARD COUNTY, a political subdivision of the state of Florida, acting by and through its Board of County Commissioners (hereinafter referred to as "COUNTY") and SHERIFF OF BROWARD COUNTY, Florida (hereinafter referred to as "SHERIFF").

WHEREAS, COUNTY owns and operates Port Everglades, a deepwater port located in Broward County, Florida; and

WHEREAS, COUNTY is required to maintain continuous and uninterrupted law enforcement and security services to safeguard persons and property at Port Everglades; and

WHEREAS, Section 311.12, Florida Statutes mandates that each seaport in the state of Florida identified in Section 311.09, Florida Statutes, adopt and implement its own seaport security plan; and

WHEREAS, the Code of Federal Regulations, 33 CFR Part 105 "Facility Security," requires the development and implementation of a facility security plan designed to provide adequate and scalable security to address changing security threats; and

WHEREAS, Section 125.01(1)(p), Florida Statutes, authorizes counties to enter into agreements with other governmental agencies, within or outside the boundaries of the county for joint performance, or performance by one unit on behalf of the other, of an agency's authorized functions; and

WHEREAS, SHERIFF is authorized by law to exercise its authority throughout Broward County, including the Port Everglades Jurisdictional Area; and

WHEREAS, COUNTY and SHERIFF have determined that it is in the best interest of the public and citizens of Broward County to enter into this Interlocal Agreement, whereby COUNTY will contract with SHERIFF, a governmental agency, to perform on behalf of COUNTY the functions, duties and services provided for herein relating to seaport security and law enforcement services; and
WHEREAS, COUNTY and SHERIFF have entered into this Interlocal Agreement for the provision of seaport security and law enforcement services, which shall not be deemed or construed to constitute a consolidation or merger of government or a transfer of powers of functions between units of government;

NOW THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, COUNTY and SHERIFF do hereby agree as follows:

**ARTICLE 1**
**BACKGROUND, PURPOSE, AND INTENT**

1.1. The above recitals are true and correct and are incorporated herein as set forth in full hereunder.

1.2. SHERIFF and COUNTY find that providing seaport security and law enforcement services as set forth in this Interlocal Agreement is in the best interest of the public and the residents of Broward County.

**ARTICLE 2**
**DEFINITIONS**

For the purposes of this Interlocal Agreement, the following terms shall have the respective meanings hereinafter set forth:

2.1 **Access Control Points** shall mean checkpoints, designated by the PORT, which may change from time to time, staffed by security personnel requiring persons seeking entry to the Controlled Access Area to present necessary identification.

2.2 **Breaches of Security** shall mean incidents that have not resulted in a "transportation security incident" in which security measures have been circumvented, eluded or violated.

2.3 **Captain of the Port (COTP)** shall mean the local federal officer granted authority as the federal maritime security coordinator and exercising authority over their respective COTP zones described in 33 CFR Part 3.

2.4 **Contract Administrator** shall mean the individual designated by the Port Director as the day-to-day point of contact for COUNTY on routine matters pertaining to the administration and implementation of this Interlocal Agreement including, but not limited to: monitoring of SHERIFF's performance; working in conjunction with SHERIFF to identify needed changes, and arranging for their implementation in the Interlocal Agreement; assisting with the resolution of disputes; approving and
processing payment requests; and assessing Port Everglades user complaints.

2.5 **Controlled Access Area** shall mean the area in the Port Jurisdictional Area within Access Control Points.

2.6 **COUNTY** shall mean Broward County, a political subdivision of the state of Florida.

2.7 **County Administrator** shall mean the duly appointed County Administrator of the COUNTY or person acting in the capacity of County Administrator.

2.8 **District Chief** shall mean the individual designated by the Sheriff and approved by the Port Director who is responsible for the actions of the SHERIFF employees who provide services under the terms of this Interlocal Agreement. The District Chief will hold the rank of Captain.

2.9 **Effective Date** shall mean October 1, 2015.

2.10 **Facility Security Officer** ("FSO") shall mean the person(s) responsible for the development, implementation, revision, and maintenance of the Port Security Plan and for liaison with the U.S. Coast Guard, FDLE, Port Everglades user, and vessel security officers. The facility security officer shall be selected pursuant to the selection process set forth in Article 8 hereinafter. The Port Everglades FSO shall be the individual responsible as defined by the Maritime Transportation Security Act ("MTSA") for security within the PJA.

2.11 **Facility Security Plan** ("FSP") shall mean the plan(s) developed by any person or entity that owns, or maintains operational control over, any facility or vessel required by the Maritime Transportation Security Act of 2002 to ensure the application of security measures to protect the facility and its servicing vessels or those vessels interfacing with the facility, their cargoes, and persons at the respective Maritime Security (MARSEC) and National Terrorism Advisory System (NTAS). Each tenant at Port Everglades required to have an FSP shall also designate an FSO.

2.12 **Interlocal Agreement** shall mean this Interlocal Agreement between the COUNTY and SHERIFF.

2.13 **ISPS Code** shall mean the International Ship and Port Facility Security Code, as incorporated into the International Convention of the Safety and Life and Sea Convention, 1974, as amended.

2.14 **Law Enforcement Services** shall mean comprehensive professional law enforcement services, including all necessary, incidental, and related
support services provided each and every day of the year, on a twenty-four (24) hour per day basis, and shall encompass duties and functions under the jurisdiction of and customarily rendered by SHERIFF under state statutes or as supplemented by this Interlocal Agreement.

2.15 Maritime Security ("MARSEC") Level shall mean the security level set by the U.S. Coast Guard to reflect the prevailing threat environment to the marine elements of the national transportation system, including ports.

2.16 Patrol Unit shall mean one marked SHERIFF patrol car with at least one uniformed Deputy Sheriff and all standard support equipment.

2.17 Performance Monitoring as set forth in Exhibit "C" shall mean methods used by the Port Director or designee to monitor SHERIFF’s performance using typical techniques such as, but not limited to, random and planned sampling, surveys, scheduled and unscheduled inspections, audits, security tests conducted by the United States Coast Guard (USCG), and review of records and reports as related to the Facility Security Plan.

2.18 PORT shall mean the Port Everglades Department of Broward County.

2.19 Port Director shall mean the duly appointed director of the PORT.

2.20 Port Jurisdictional Area ("PJA") shall mean that certain real property encompassing areas within the municipal boundaries of Dania Beach, Fort Lauderdale, Hollywood, and unincorporated Broward County, which together comprises the seaport known as "Port Everglades" and, which property and improvements are more particularly described in the Port Jurisdictional Area in Chapter 89-427, Laws of Florida, as amended, or as subsequently amended by Legislative Act.

2.21 Port Security Plan ("PSP") shall mean the plan approved by the Port Director to ensure the application of operational and physical security measures designed to protect PORT facilities at the respective MARSEC levels.

2.22 Response Time shall mean the amount lapsed time in minutes between when a call or incident notification is received and when the first BSO officer arrives on the scene.

2.23 Restricted and Secure Areas shall mean those areas, as designated in the PORT’s Port Security Plan, which meet the criteria for being designated a restricted or secure area under Fla. Stat. § 311.12 and the Maritime Transportation Security Act, 33 CFR part 105.

2.24 Restricted and Secure Area Access shall mean checkpoints staffed by security personnel requiring person(s) seeking entry to present necessary
identification and meet other requirements of the PORT’s Port Security Plan for entry into designated restricted and secure areas.

2.25 **Seaport Security** shall mean the security related functions and duties specifically set forth in Exhibit A to be performed by the SHERIFF.

2.26 **Security Infrastructure** shall mean the security equipment and facilities owned by the PORT including security gates, entry booths, canopies, fencing, locks, signage, computer systems and components, physical barriers and security related lighting systems, equipment or facilities to be used for seaport security monitoring and recording, remote surveillance systems, concealed recording systems, alarm systems, or other security systems (i.e. Visitor Management System, Communications System, PORT Access Credential Card System, ID scanners), equipment, technology and facilities that contribute to the overall security of the PORT. It encompasses all of the physical components and features that are outlined in the PORT’s Port Security Plan.

2.27 **SHERIFF ("BSO")** shall mean the Sheriff of Broward County or the Broward County Sheriff’s Office as the context shall require.

2.28 **Shift** shall mean the duration of SHERIFF’s personnel daily assignment to provide security and law enforcement services to the PORT.

2.29 **Transportation Security Incident** shall mean a security incident resulting in a significant loss of life, environmental damage, transportation system disruption, or economic disruption.

**ARTICLE 3  
 ROLES AND RESPONSIBILITIES**

3.1 In support of SHERIFF providing the services described herein, COUNTY’s responsibilities shall include, but not be limited to, the following:

a. COUNTY, through the administration of this Interlocal Agreement with SHERIFF and COUNTY’s obligations as set forth herein, is responsible for compliance with all applicable federal, state, and local laws, rules, regulations, and codes related to security within the PJA.

b. Ensuring that PORT receives the services and performance levels at the cost committed to by SHERIFF through contract monitoring and administration, liaison with port tenants, and quality assurance monitoring.
c. Referring, at its discretion, all relevant security and law enforcement related complaints to the District Chief for resolution. COUNTY will work in good faith and cooperatively with SHERIFF to resolve such complaints.

d. Sharing operational information with SHERIFF.

e. Security infrastructure, as set forth in Article 5 hereinafter.

f. Coordinating with each municipality and Florida Power and Light (as appropriate) to repair or replace street lights as soon as is reasonably possible following the reported street light outage.

g. Furnishing facilities, utilities, repairs, maintenance, grounds keeping, and janitorial services for the Port Everglades Public Safety Building, Security Operations Center, access control structures/guard houses, ID Office, helipad, boat docks, security administration offices, and all other facilities of the Seaport's Security Infrastructure.

h. The Port Director, as the person ultimately responsible for the security of Port Everglades will have the right to set security policies and procedures within Port Everglades, consistent with the PORT's Port Security Plan. In the event the modified security policies have an impact on the level of services provided by the SHERIFF, either Party may seek modification to Article 15 herein, "Consideration."

i. When planning and constructing facilities (i.e., checkpoint booths, I.D. Office, checkpoint canopies) to be staffed by security personnel, the PORT shall consider safety and security as a necessary component of the design and construction.

j. The time duration for processing entrants into the seaport is reliant on the equipment processing times, staff's use of the equipment as well as the entrant's cooperation (i.e., ability to produce photo I.D. in a timely manner). COUNTY will be responsible for the equipment processing times.

3.2 SHERIFF. Except for the services in which COUNTY decides to provide through non-SHERIFF employees, the SHERIFF shall be responsible for providing all necessary law enforcement, seaport security services, administration, training, and related support services as described herein within the PJA in compliance with the PORT's Port Security Plan, and local, state, and federal regulations as follows:
a. Law Enforcement and Port Everglades Security Services. Law enforcement services shall include follow-up investigations by qualified personnel to investigate crimes and security breaches such as burglary or auto theft, homicide, drug offenses, assaults, fraud, missing persons, and support services such as polygraph, evidence control, etc. SHERIFF will provide specialized law enforcement response services that may include, but are not limited to, K-9 patrol, emergency response team, bomb disposal, intelligence functions, mounted patrol, reserves and the SHERIFF’s posse, technical support, street crimes enforcement, regional narcotics investigations, multi-agency gang task force operations, victim services, case filing, DUI enforcement, marine/diver team, canine deployment, SWAT team response, major investigations including crime scene technicians, public education programs, drug enforcement and money laundering enforcement, education and continuity of staff. Any other ancillary services generally offered to other SHERIFF districts at no additional charge shall also be made available to PORT at no additional charge. Seaport Security shall mean the security related functions and duties established in Exhibit "A" to be performed by the SHERIFF and monitored by the PORT.

b. Facility Security Officer. Facility Security Officer services as specifically defined herein, unless otherwise determined by the Port Director pursuant to Article 8 of this Agreement.

c. Ancillary Services. Additionally, SHERIFF’s professional administration is comprised of the following internal functions:

(1) Legal Counsel – for SHERIFF transactional issues, confiscations management, nuisance abatement, forfeitures, and law enforcement legal issues;

(2) Public Information – SHERIFF public information and media release services as related to law enforcement;

(3) Department of Professional Standards and Administration – for SHERIFF training, employment opportunity compliance, and professional compliance;

(4) Organizational Development and Accreditation - for SHERIFF research and development, law enforcement related community grants, internal audit, and staff inspections;

(5) Management, Finance and Budget – To include preparation and management of SHERIFF budgetary matters, finance, and central accounting, cash bonds, property and facilities
(6) **Information Technology Division** – for SHERIFF systems development and maintenance, laptop computer program, and records;

(7) **Human Resources Bureau/Training Bureau** – which provides SHERIFF training and organizational development, classification and compensation, employee benefits, firearms training and maintenance, employee assistance, background investigations, retirement, and health and safety;

(8) **Grants Coordination** – SHERIFF will provide COUNTY with all relevant information regarding available grants related to law enforcement and crime prevention not directly available to COUNTY. SHERIFF shall cooperate with COUNTY and, to the extent allowable by law, act as the law enforcement agent on behalf of COUNTY in the continued application, maintenance, and accounting of law enforcement grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. COUNTY will make these funds available to SHERIFF to carry out the intent of the grant program as approved by the granting agency and COUNTY.

**ARTICLE 4**

**SCOPE OF SERVICES**

4.1 The specific services provided by SHERIFF under this Interlocal Agreement shall be set forth in Exhibit "A" attached hereto and made a part hereof.

4.2 The Scope of Services may not be modified unless approved in writing between the COUNTY and the SHERIFF executed with the same formalities as set forth herein, except as otherwise provided in Article 15.

4.3 SHERIFF and COUNTY acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by SHERIFF to provide the services set forth herein. If, during the course of the performance of the services included in this Interlocal Agreement, SHERIFF determines that work should be performed, which is in SHERIFF's opinion outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, SHERIFF shall notify the Contract Administrator in writing in a timely manner before proceeding with the work. COUNTY and SHERIFF will negotiate in good faith any adjustments to the consideration payable hereunder as may be necessary.
4.4 SHERIFF shall have no responsibility for private contracted seaport security services or the non-SHERIFF employees providing such services. However, SHERIFF and contracted seaport security services shall cooperate with each other to ensure the security of Port Everglades. The FSO will assist in providing annual seaport security officer training of non-SHERIFF employees providing the contracted seaport security services.

ARTICLE 5
SECURITY INFRASTRUCTURE

5.1 COUNTY shall be solely responsible for the Security Infrastructure, including, but not limited to, acquiring, installing, implementing, constructing, replacing, repairing, maintaining, and servicing the Security Infrastructure to the extent necessary to ensure (i) full compliance with all applicable federal, state, and local laws, rules, regulations, and codes; and (ii) adequate resources for SHERIFF to service Port Everglades in an efficient and effective manner, as mutually agreed to by both Parties.

5.2 COUNTY will maintain the Security Infrastructure in good working order. COUNTY will inspect, test, and calibrate security systems and equipment according to manufacturers' recommendations. Systems will be regularly tested in accordance with manufacturers' recommendations.

5.3 COUNTY shall be responsible for acquiring, installing, implementing, constructing, replacing, repairing, maintaining, and servicing the Security Infrastructure, as necessary to ensure the security of Port Everglades.

5.4 COUNTY will respond timely to any security system and equipment failures and/or Security Infrastructure deficiencies that jeopardize the security of Port Everglades and shall thereafter work diligently to correct such failures and/or deficiencies.

5.5 The Parties hereto recognize and acknowledge, that the efficiency and effectiveness of the SHERIFF's services are directly impacted by the quality, condition, and performance of the Security Infrastructure. As a result, the SHERIFF will not be held responsible for any security deficiencies or processing delays resulting, either directly or indirectly, from the Security Infrastructure.

5.6 COUNTY shall be responsible for providing emergency power to COUNTY facilities.
ARTICLE 6
STANDARDS OF CONDUCT

6.1 SHERIFF's personnel assigned pursuant to this Interlocal Agreement, shall have personal contact with customers, employees, visitors, and vendors at Port Everglades and may be deemed by some customers, employees, visitors, and vendors as direct representatives of COUNTY. Accordingly, SHERIFF's personnel shall meet high standards of appearance and demeanor and shall at all times treat customers, employees, visitors and vendors of Port Everglades with the utmost courtesy and respect, as is appropriate given the environment and businesses conducted at Port Everglades, the MARSEC security level in place at Port Everglades, and the National Terrorism Advisory System (NTAS).

6.2 If COUNTY incurs any fines from a state or federal agency related to a security breach and such breach is the result of gross incompetence or gross negligence on the part of SHERIFF personnel, SHERIFF shall pay the fine on COUNTY's behalf.

ARTICLE 7
DISTRICT CHIEF

7.1 SHERIFF, with the Port Director's approval, shall designate a District Chief for the PJA. The District Chief will interface day to day, with the PORT's senior staff members and communicate directly with the Port Director and Deputy Port Director on matters of great importance. The District Chief shall manage all seaport law enforcement and related security services on behalf of COUNTY, including, coordinating service delivery, preparing budget requests, attending staff meetings, scheduling employees, and maintaining integrity of records and evidence. COUNTY, within the scope of its Port Security Plan, shall maintain its authority to define security policies and priorities to the District Chief.

7.2 DISTRICT CHIEF

a. At all times during the Term hereof, SHERIFF shall provide a District Chief. The District Chief shall meet and confer with PORT's management for the purpose of maintaining the viability and vitality of this Agreement.

b. LOCATION OF DISTRICT CHIEF. The District Chief shall maintain his or her principal office within PJA at all times during the Term.

c. RANK AND REASSIGNMENT. The District Chief shall serve on a full-time basis and shall have the rank of a Captain. The District Chief shall remain an employee of SHERIFF, subject to the
development strategies designed to enhance current capabilities and future assignments of the SHERIFF. Succession planning remains SHERIFF's commitment to the current and future needs of both Port Everglades and the Broward Sheriff's Office. In order to effectively administer issues such as promotions, special assignments, discipline, succession planning and personal development, SHERIFF shall notify and confer with the Port Director prior to any reassignment of the District Chief and such reassignment shall require the approval of the Port Director.

d. REASSIGNMENT BY PORT DIRECTOR. The Port Director reserves the right to request that the District Chief be reassigned by SHERIFF, which request shall not be unreasonably denied. SHERIFF and the Port Director 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.

REASSIGNMENT BY SHERIFF. SHERIFF shall inform the Port Director prior to removal of the District Chief. SHERIFF, in its sole discretion, shall have the right to remove the District Chief from the PORT at any time for any of the following reasons:

a. The District Chief is being promoted in rank;
b. The District Chief is being demoted;
c. The District Chief is being disciplined;
d. The District Chief is retiring;
e. The District Chief submits a request to transfer out of the Port;
f. The District Chief is under investigation by BSO or any other federal, state or local law enforcement agency; or
g. The District Chief’s failure to meet documented BSO performance standards and requirements.

h. Prior to the removal of the District Chief, the Sheriff meets with the Port Director and notifies the Port Director that the Sheriff has lost confidence in the District Chief.

e. FILLING VACANCIES. Upon a permanent vacancy in the District Chief’s position, SHERIFF will submit not less than three (3) names of highly qualified SHERIFF personnel to fill the District Chief's position. The Port Director will be given an opportunity to review each candidate's personnel and internal affairs files, as well as interview each candidate. If the Port Director is not satisfied with the three (3) names submitted by SHERIFF, SHERIFF will submit an additional three (3) names until the Port Director selects a candidate and notifies SHERIFF in writing of the recommended candidate's name from the list submitted by SHERIFF.
GOOD FAITH. COUNTY and SHERIFF will work diligently and in
good faith to complete the process of selecting a District Chief in a
timely manner.

ARTICLE 8
FACILITY SECURITY OFFICER

8.1 The Port Director shall designate a Facility Security Officer (FSO) for Port
Everglades. The FSO may be either a COUNTY or SHERIFF employee.
If the FSO is an employee of the SHERIFF, the FSO will report to the
District Chief.

8.2 If provided by the SHERIFF, the Facility Security Officer may be replaced
in the following manner:

a. The selection of a Facility Security Officer upon any vacancy shall
be at the discretion of the Port Director. The Port Director and
SHERIFF may each nominate three (3) qualified candidates for the
position of Facility Security Officer. Each candidate must meet the
requirements of an FSO pursuant to 33 CFR Part 105.205 in its
entirety. Both Parties agree to make such selections in good faith
and in the best interest of COUNTY. Each Party shall provide one
another with written notification of the selected candidates and their
qualifications. Within ten (10) days after the receipt of such notice,
a meeting shall be scheduled between the Port Director and
representatives from SHERIFF to discuss the candidates’
qualifications. The Port Director shall have the opportunity to
interview each of these candidates. In the event these candidates
are unacceptable, SHERIFF and the Port Director will work jointly
and cooperatively toward identifying an acceptable candidate.

b. In the event the Port Director becomes dissatisfied with the
performance of the Facility Security Officer, the Port Director shall
provide written notification to SHERIFF. Thereafter, representatives
of SHERIFF and the PORT shall meet to discuss possible remedies
of the problems experienced by the PORT. SHERIFF agrees to act
in good faith in resolving any problems experienced by the PORT.
The Port Director may request the removal of the Facility Security
Officer at any time.

8.3 If the FSO selected is not a SHERIFF employee then the COUNTY shall
assume all obligations for the FSO under this Interlocal Agreement.
ARTICLE 9
STAFFING

9.1 Upon the execution date of this Agreement, the staffing structure for the PJA shall be as set forth in Exhibit "B."

9.2 SHERIFF is acting hereunder as an independent contractor. All SHERIFF employees rendering services hereunder shall be considered employees of SHERIFF for all purposes.

9.3 SHERIFF shall control the conduct of its personnel, including standards of performance, discipline and all other aspects of performance. Operational control of personnel, including, but not limited to, establishing work shifts and schedules, assignments, training requirements, overtime, etc. will be the responsibility of the District Chief. Notwithstanding the terms and conditions contained in this Interlocal Agreement, such operational control shall be consistent with the provisions contained in the PORT Security Plan and in SHERIFF's policies and procedures.

9.4 Marine Certification of Road Deputies. SHERIFF shall provide evidence of marine certification of its staff in accordance with the levels specified in Exhibit "A." Should this level of certification not be met, SHERIFF will provide a training schedule within thirty (30) calendar days that will be completed within one (1) year. Proof of completed training will be forwarded to the Contract Administrator within fourteen (14) calendar days of the last training session.

9.5 COUNTY's Right to Request Replacement of Personnel. COUNTY shall have the right to require SHERIFF to replace personnel assigned to provide services under this Interlocal Agreement, provided the COUNTY's actions are not arbitrary and capricious. Upon COUNTY's request, SHERIFF shall immediately transfer an employee from Port Everglades.

9.6 Vacancies

a. Deputies assigned to provide services within the PJA will not be the primary responding unit to an incident outside the PJA unless such incident is an emergency. In the event of a mutual aid request from another jurisdiction, deputies may be temporarily sent outside of the PJA until such time as the incident is resolved, provided, however that there are at least a minimum of two patrol units on duty at all times patrolling within the boundaries of the PJA. SHERIFF agrees to notify PORT if staffing levels for any shift are reduced below this level for a consecutive forty-eight (48) hour period.

b. Temporary Filling of Vacancies
(1) COUNTY and SHERIFF understand and acknowledge that staffing vacancies will occur throughout the Term of this Agreement; however it is the intent of both the COUNTY and SHERIFF to work cooperatively towards reducing vacancies and thus increasing the number of deputies and other SHERIFF staff working within the PJA.

i. SHERIFF shall provide the COUNTY with full staffing. COUNTY shall be entitled to a credit for any vacancies that occur during a fiscal year, except as otherwise provided herein. A vacancy occurs when a deputy or employee is absent from work and such absence results in a salary savings to SHERIFF. COUNTY’s credit shall be calculated using the average budgeted cost of staff in the budget for that fiscal year.

ii. 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 SHERIFF’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 COUNTY’s November payment.

iii. SHERIFF shall have the right to temporarily fill any vacancy with temporary staffing or overtime, provided the vacant position is filled by a SHERIFF employee that possess skills, training, and experience at least equivalent to the absent SHERIFF Employee. SHERIFF will educate any temporary staff assigned to the seaport with respect to the general make-up of the PJA and its geographic areas, its industrial and business composition and its crime trends. COUNTY shall be entitled to a vacancy credit for any vacancy exceeding thirty (30) consecutive calendar days, unless the vacant position is filled through temporary staffing.

(2) The Contract Administrator will verify the temporary assignments via each payroll’s vacancy report.

c. SHERIFF shall submit a commander’s report quarterly detailing vacancy days. This report shall be delivered to the Contract Administrator within seven days of the end of each month.

9.7 COUNTY recognizes that storm or hurricane related damage may require additional staff due to damage of the Security Infrastructure. Extended
periods of higher MARSEC levels may also require additional staffing. In the event this occurs, PORT and SHERIFF will work in cooperation to amend the SHERIFF's budget if necessary. COUNTY and SHERIFF understand and acknowledge that the consideration described herein does not include funding for additional staffing during any type of emergency situation such as a storm, hurricane, or increased MARSEC level(s), except for additional operating or capital costs that may be reimbursed consistent with Article 15 of this Agreement.

ARTICLE 10
ASSIGNMENT OF AUTHORITY

COUNTY does hereby vest in each sworn deputy and employee of SHERIFF, including ID Technicians who, from time to time, may be assigned to perform law enforcement and seaport security services within the PJA, to the extent allowed by law, the police powers and/or other powers of the COUNTY, which are necessary to implement and carry forth the scope of services, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn deputies and employees. Each sworn deputy and ID Technician of SHERIFF so empowered hereby and engaged in the performance of the law enforcement and seaport security services shall be deemed to be a sworn deputy or ID Technician of the COUNTY while performing such services. Accordingly, such sworn deputies of SHERIFF are hereby vested with the power to enforce the ordinances of the COUNTY, to make arrests incident thereof and to do such other things and to perform such other acts as are necessary with respect to providing the services set forth in this Agreement.

ARTICLE 11
FACILITIES

11.1 COUNTY furnished facilities. In addition to the COUNTY’s responsibilities for the Security Infrastructure, as described in Article 5 herein, COUNTY will provide SHERIFF the use of certain COUNTY-owned facilities, including the Security Operations Center, PORT I.D. Office, and Public Safety Building. COUNTY shall provide necessary office space and supporting equipment necessary for the use of such facilities, including, but not limited to, telephone, fax, copier, desks, and chairs for use only in connection with this Interlocal Agreement. COUNTY will use its best efforts to provide emergency power to such facilities. COUNTY shall maintain, at its expense, the Security Operations Center, I.D. Center, Public Safety Building, access control structures, and their related utilities, maintenance, janitorial services, furnishings, and other COUNTY-owned equipment at the same level of maintenance as other COUNTY facilities.

11.2 Any property furnished by COUNTY to fulfill contractual requirements, which is lost or damaged resulting from improper use or negligence by SHERIFF employees shall be repaired or replaced at the discretion of
COUNTY and the cost of such repairs or replacement shall be deducted from the SHERIFF’s next monthly invoice.

11.3 COUNTY will use its best efforts to provide priority emergency repairs to any facilities need by the SHERIFF to provide services after a hurricane or disaster.

ARTICLE 12
UNIFORMS, SUPPLIES, AND EQUIPMENT

12.1 SHERIFF shall supply all uniforms for its employees assigned to Port Everglades.

12.2 Equipment Ownership. Equipment purchased by SHERIFF with PORT Enterprise funds shall become property of COUNTY upon termination of this Interlocal Agreement. Equipment purchased with grant funds for the purpose of providing services under this Interlocal Agreement shall belong to the entity who provided the funding for the cost match of such equipment. SHERIFF shall provide COUNTY a list of capital equipment covered by this section, which shall be updated annually. COUNTY shall retain any money contributed towards reserve accounts for future replacement, purchase, or upgrade of this equipment upon termination of this Interlocal Agreement. Boats, which are currently owned by the SHERIFF but the cost of which to maintain is paid for by the PORT, shall remain in ownership of the SHERIFF.

12.3 Equipment Replacement. Equipment purchased by SHERIFF with any funds provided by COUNTY, or grant obtained, for the purpose of providing services under this Interlocal Agreement shall be maintained in a manner consistent with the customary maintenance and replacement schedule for like equipment provided by SHERIFF in other service areas.

12.4 Supplies. Excepting ID Office, SHERIFF shall supply at its own cost and expense any special supplies, stationery, notices, forms, standard law enforcement equipment, and uniforms.

12.5 Marking of vehicles and major equipment. Each SHERIFF vehicle and major piece of equipment assigned full time to the PJA under this Interlocal Agreement will display the identification of Port Everglades in a manner consistent with SHERIFF’s practice in other service areas.

ARTICLE 13
LICENSES AND CERTIFICATIONS

SHERIFF, its officers, and supervisors and all others acting under its direction and control, shall be duly licensed and shall obtain all necessary permits and training to perform services contained in this Interlocal Agreement. Costs for all
licenses, permits, background, and screening costs are the sole responsibility of SHERIFF. SHERIFF shall possess valid licenses or certification as may be required by local, state, or federal law. SHERIFF shall be responsible for obtaining and maintaining any and all necessary certifications and licenses required to perform the law enforcement and seaport security services required under this Agreement.

**ARTICLE 14**

**REPORTING**

SHERIFF and COUNTY’s Contract Administrator will develop a mutually agreed upon reporting format(s) and reporting period(s) for seaport security and law enforcement services whereby SHERIFF will report its activities to Contract Administrator. The PORT will report to the District Chief regarding the status of and anticipated completion time for any repairs and/or replacements to the Security Infrastructure. At any time during the Term of this Interlocal Agreement, Contract Administrator shall have the right to request reasonable modifications to the reporting format(s), reporting content, and reporting period(s). These reporting requirements include all other reporting requirements listed elsewhere in this agreement and its appendices. All reporting requirements are listed in Exhibit "C" of this Interlocal Agreement.

**ARTICLE 15**

**CONSIDERATION**

15.1 COUNTY agrees to fund SHERIFF up to a maximum amount not-to-exceed Sixteen Million Five Hundred Ninety Eight Thousand Six Hundred Fifty Dollars ($16,598,650) for seaport security and law enforcement services pursuant to this Interlocal Agreement as follows:

a. Initial Consideration

For the period from the October 1, 2015 through the September 30, 2016, the annualized consideration amount payable by the COUNTY to SHERIFF shall be Twelve Million, Three Hundred Forty Eight Thousand Four Hundred Forty Seven Dollars ($12,348,447), which is a monthly payment of One Million Twenty Nine Thousand Thirty Seven Dollars and twenty-five cents ($1,029,037.25) payable on the 1st of each month.

b. Reimbursables

For the twelve (12) month period of time from October 1, 2015 through September 30, 2016, SHERIFF shall be reimbursed on a monthly basis for actual expenditures/costs with the annual not-to-exceed amount as follows:
1. Additional overtime, operating, or capital costs as approved by the Port Director in an amount not-to-exceed two hundred thousand Dollars ($200,000) annually.

2. Cruise Terminal Security Detail Rate, related to the U.S. Coast Guard mandates regarding law enforcement presence while a cruise vessel is at such terminal. Cruise Terminal Security Detail Rate shall be in an amount not-to-exceed One Million Six Hundred Thousand and Ninety Dollars ($1,600,090) annually, except as provided herein. The detail rates charged by SHERIFF shall be the actual detail rates paid by SHERIFF in providing any additional special detail staffing; and

3. Port vessel operation (excluding personnel costs) and maintenance, which shall include, but not be limited to, fuel, maintenance, insurance, and repairs shall be an amount not-to-exceed One Hundred Fifty Thousand Dollars ($150,000).

4. Cruise related traffic control at an amount not-to-exceed Two Million Three Hundred Thousand One Hundred Thirteen Dollars ($2,300,113) annually.

Payment of the Reimbursables is due from the COUNTY within thirty (30) calendar days from receipt of the SHERIFF's proper statement. The invoice shall be accompanied by an itemized breakdown of the costs incurred and the SHERIFF shall provide such back-up documentation as may be reasonably requested by the COUNTY, including listing staff members by name, actual rate, and hours incurred by pay period.

b. Vehicle Reimbursement

SHERIFF shall directly apply vehicle reimbursement payments made by employees assigned to Port Everglades to offset fuel costs for vehicles assigned to the COUNTY contract. SHERIFF will provide the COUNTY with a quarterly report that includes the actual amount of fuel used, the cost of that fuel, the amount budgeted to pay for fuel, and the amount collected to offset costs. SHERIFF will monitor this data and share same with the COUNTY. SHERIFF agrees to credit the COUNTY should the budgeted amount for fuel plus the funds collected from employees exceed the actual cost of the fuel.

15.2 ANNUAL BUDGET. For fiscal year 2017 and each fiscal year thereafter during the Term of this Agreement, SHERIFF will submit a proposed budget to the Port Director on or before the preceding May 1st. The budget will have a summary of major classifications (Personnel Services,
Operating Expenses, Capital Outlay, Reimbursables, etc.), an estimated average cost per staffing category and any overhead costs that are being considered. The budget submission will include information on actual costs incurred from the previous two fiscal years and the current fiscal year through April 1st. The Port Director and SHERIFF will negotiate in good faith any annual adjustments to the consideration. The Parties recognize and acknowledge that time is of the essence in the annual budget process. Therefore, the Parties agree that final resolution of the budget submission must be reached on or before June 30th of each year. Once agreement on a final budget submission is reached, the Port Director and SHERIFF shall provide each other with written approval of same.

15.2.1 If SHERIFF and COUNTY are able to reach an agreement regarding the consideration, COUNTY will pay SHERIFF the consideration in twelve (12) equal monthly installments, payable on the first (1st) of each month.

15.2.2 Termination for Lack of Funds. In the event the funds to finance this Interlocal Agreement become unavailable or are not allocated by Broward County Board of County Commissioners, SHERIFF may provide COUNTY with thirty (30) calendar days' written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the Parties from negotiating a new Agreement in this event.

15.3 From time to time during the Term of this Interlocal Agreement, the level of regular staffing needed for Port Everglades may need to be adjusted or the maximum reimbursable amounts modified. In the event that it is at any time determined to be desirable to increase or decrease the level of regular staffing for Port Everglades to a staffing level other than as provided in the Interlocal Agreement or modify the reimbursable amounts, the Port Director is authorized to reallocate funds between the initial consideration and reimbursable services accounts without approval by the Board of County Commissioners provided the total authorized reimbursement is not exceeded. Any such change in the level of staffing or maximum reimbursable amounts that exceed the contract ceiling must be set forth in a written amendment and approved by the Broward County Board of County Commissioners and the SHERIFF to be effective. The SHERIFF and COUNTY will work in good faith to address any necessary staffing adjustments.

15.4 The SHERIFF shall not be required to provide staffing if reimbursable amounts set forth above have been expended, unless the COUNTY agrees to pay for such staffing through approval or appropriation by the Broward County Board of County Commissioners. Notwithstanding anything to the contrary contained herein, if an increase in MARSEC
Levels results in SHERIFF incurring costs, which have not been included in the consideration under this Interlocal Agreement, the PORT agrees to request a budget amendment as provided for in Article 9.7.

15.5 SHERIFF agrees it shall be obligated and responsible for the accounting and expenditure of all funds paid to SHERIFF by COUNTY pursuant to this Interlocal Agreement in a manner and for the purposes provided by this Interlocal Agreement and, as required by law.

15.6 The consideration in this Interlocal Agreement, which is part of SHERIFF’s Budget is not subject to the appeal provisions contained in Section 30.49, Florida Statutes. This waiver does not extend to SHERIFF’s budget for general law enforcement, corrections and detention alternative facilities, administration, and court services.

15.7 COUNTY shall fund this Interlocal Agreement from the PORT.

**ARTICLE 16**

**FINES, FORFEITURES; PAYMENT**

16.1 All law enforcement education funds levied and collected by the Broward County Clerk of the Court and earmarked for the PORT pursuant to Section 943.25, Florida Statutes, shall be assigned over to SHERIFF and used by SHERIFF for the law enforcement education purposes authorized in said statute. Apart from such funds, SHERIFF shall have no claim or right to any other monies or things of value, which the PORT received or may hereinafter receive or have right to receive by way of entitlement programs, grants, or otherwise in connection with police or law enforcement activities.

16.2 COUNTY and SHERIFF do hereby acknowledge that nothing contained herein shall in any way be construed to vitiate the COUNTY’s right to the disposition of fines and forfeitures to which the COUNTY would be entitled, pursuant to Section 318.18, Florida Statutes or as the same may be amended from time to time, or as to proceeds and forfeitures arising from the sale or disposition of unclaimed property or under any statutory or common law proceeding to which the COUNTY would otherwise be entitled, except as limited herein.

16.3 SHERIFF agrees that any currency or property seized within Port Everglades or through active participation of SHERIFF’s personnel, (pursuant to this Agreement and Chapter 932 of the Florida Statutes), and subsequently forfeited to SHERIFF, shall be deposited into the Law Enforcement Trust Fund established by the Broward County Board of County Commissioners in an amount, which represents PORT’s share. During the Term of this Agreement, such currency shall be earmarked for SHERIFF’s use within PJA.
Upon concurrence of the Port Director, the District Chief may apply for the use of such funds if application is in compliance with Florida Statutes. SHERIFF agrees to submit such application to the Broward County Board of County Commissioners for appropriation in the same manner that other Law Enforcement Trust Fund appropriation requests are made. Upon appropriation, such funds shall be made available for their designated use within the confines of PJA.

16.4 The Parties agree that the decision to dispose of or use personal property seized within PJA through active participation of SHERIFF's personnel pursuant to this Agreement shall be in accordance with Florida Statutes. Such property shall be earmarked for use within the confines of PJA, unless otherwise mutually agreed to by the Parties in writing.

16.5 COUNTY's share will be based upon the ratio that the SHERIFF's personnel within the PJA participation bears to the participation of all law enforcement agencies and units participating in the seizure of the property.

16.6 SHERIFF shall, on a quarterly basis, supply COUNTY with a written record of the above described forfeitures. Such reports shall include a description and estimate of value of properties seized under the laws of the state of Florida, whether or not the disposition thereof has been adjudicated. Moreover, such reports shall be amended, from time to time, to reflect the ultimate disposition of property described in an earlier report, and such amended reports shall be submitted to the Port Director within ten (10) days of the ultimate adjudication with regard to the seizure of such property.

16.7 COUNTY shall retain any revenues received by COUNTY resulting from citations or Notices of Violations issued by SHERIFF under Chapter 2 ½ of the Broward County Code of Ordinances.
ARTICLE 17
TERM

17.1 The Term of this Interlocal Agreement shall commence October 1, 2015 and shall continue for a Term of five (5) years ending on September 30, 2020 unless sooner terminated as may be provided for herein ("Term"). However, if the Term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes.

17.2 This Interlocal Agreement may only be terminated as provided for herein or otherwise agreed upon in writing by the Parties.

ARTICLE 18
TERMINATION

18.1 Either Party may initiate a process to terminate this Interlocal Agreement for convenience by providing written notice to the other Party effective One Hundred Eighty (180) calendar days after receipt of such notification. In the event this Agreement is terminated for convenience, SHERIFF shall be paid for any services performed up to the effective termination date. Upon the effective date of termination, SHERIFF shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall COUNTY pay for services, which have not been performed.

18.2 Transition Plan. Upon receipt of such notice, the Parties agree to commence work on, and to complete within One Hundred Eighty (180) calendar days, an orderly transition of responsibilities from the SHERIFF to COUNTY over a minimum time frame of six months; provided, the minimum time frame to complete and implement a transition plan may be shortened as necessary if the Interlocal Agreement is terminated due to lack of legislative appropriation by COUNTY. The transition plan shall identify and address personnel, capital equipment, workload, responsibility for on-going investigations, and any other issues related to the transition. Each Party shall bear its respective costs in developing the transition plan.

18.3 Return of Equipment and Funds. Upon termination of this Interlocal Agreement, equipment shall be distributed in accordance with Article 12.

18.4 This Interlocal Agreement shall be deemed automatically terminated and of no further force and effect if COUNTY or SHERIFF has filed or consented to the filing of a petition for reorganization or bankruptcy or is otherwise adjudicated insolvent.

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18.5 This Interlocal Agreement provides in Article 20 entitled "Default" for the judicial remedy of specific performance to cause either Party to perform its obligations in accordance with the terms and conditions herein. In the event a court was to determine that either Party was in default in the performance of its obligations pursuant to this Interlocal Agreement and that specific performance was not an adequate remedy to cause the other Party to perform its obligations herein, in addition to all other remedies available to the Parties, the Parties shall be entitled to request a judicial order seeking rescission of this Interlocal Agreement.

18.6 In the event of termination or expiration of this Interlocal Agreement, COUNTY and SHERIFF shall cooperate in good faith in order to effectuate a smooth and harmonious transition from SHERIFF to COUNTY.

18.7 Notwithstanding anything herein to the contrary, COUNTY shall have the right to terminate this Interlocal Agreement upon seven (7) calendar days' written notice, in the event SHERIFF ceases to perform seaport security and law enforcement services, abandons its obligations pursuant to this Interlocal Agreement, is otherwise unable to provide seaport security and law enforcement services, or any other event, which poses an imminent threat to the health, safety, and welfare of the public.

ARTICLE 19
AUTHORITY

19.1 SHERIFF's Authority. As a material inducement to COUNTY to enter into this Interlocal Agreement, SHERIFF, intending that COUNTY rely thereon, represents to COUNTY that:

a. SHERIFF is fully and properly authorized to execute and enter into this Interlocal Agreement on behalf of SHERIFF and to deliver this Interlocal Agreement to COUNTY.

b. This Interlocal Agreement constitutes a valid and binding obligation of SHERIFF, enforceable against SHERIFF in accordance with the terms of this Interlocal Agreement.

c. SHERIFF is a political subdivision of the state of Florida, and has full power and authority to enter into this Interlocal Agreement, to perform SHERIFF's obligations under this Interlocal Agreement, in accordance with the terms of this Interlocal Agreement.

d. The execution of this Interlocal Agreement by the individual executing this Interlocal Agreement on behalf of SHERIFF, and the performance by SHERIFF of SHERIFF's obligation under this Interlocal Agreement, have been duly authorized and approved by all necessary action, and the execution, delivery, and performance
of this Interlocal Agreement by SHERIFF does not conflict with any agreements, rules, regulations, or laws governing SHERIFF.

19.2 COUNTY’s Authority. As a material inducement to SHERIFF to enter into this Interlocal Agreement, COUNTY, intending that SHERIFF rely thereon, represents to SHERIFF that:

   a. COUNTY is fully and properly authorized to execute and enter into this Interlocal Agreement and to deliver this Interlocal Agreement to SHERIFF.

   b. This Interlocal Agreement constitutes a valid and binding obligation of COUNTY, enforceable against COUNTY in accordance with the terms of this Interlocal Agreement.

   c. COUNTY is a political subdivision of the state of Florida, and has full power and authority to enter into this Interlocal Agreement, to perform COUNTY’s obligations under this Interlocal Agreement, in accordance with the terms of this Interlocal Agreement.

   d. The execution of this Interlocal Agreement by the individual executing this Interlocal Agreement on behalf of COUNTY, and the performance by COUNTY of COUNTY’s obligation under this Interlocal Agreement, have been duly authorized and approved by all necessary action, and the execution, delivery and performance of this Interlocal Agreement by COUNTY does not conflict with any agreements, rules, regulations, or laws governing COUNTY.

**ARTICLE 20**

**DEFAULT**

Notwithstanding a Party’s right to terminate as set forth in Article 18 above, if COUNTY or SHERIFF fails to perform or observe any of the material terms and conditions of this Interlocal Agreement for a period of thirty (30) calendar days after receipt of written notice of such default from the other Party, the Party giving notice of default may be entitled, but is not required, to seek any equitable or extraordinary relief, including, but not limited to, specific performance of this Interlocal Agreement on an expedited basis, as the performance of the material terms and conditions contained herein relate to the health, safety, and welfare of the people of Broward County subject to this Interlocal Agreement. The Parties acknowledge that money damages or other legally available remedies may be inadequate for the failure to perform, and that the Party giving notice is entitled to obtain an order requiring specific performance by the other Party. Failure of any Party to exercise its rights in the event of any breach by the other Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any failure to perform by the other Party unless such waiver is in writing and signed by the proper authority for the waiving Party. Such waiver shall be limited to the
terms specifically contained therein. This Article shall be without prejudice to the rights of any Party to seek a legal remedy for any breach of the other Party as may be available to it in law or equity.

**ARTICLE 21**

**INSURANCE**

21.1 SHERIFF shall maintain comprehensive general liability, professional liability, and Workers Compensation and Employer Liability coverage or maintain a self-insuring fund for the Term of this Interlocal Agreement in the amounts determined by SHERIFF to adequately insure SHERIFF’s liability assumed herein, but in no event shall such coverage be less than the statutory waiver of sovereign immunity. SHERIFF agrees to provide COUNTY with a Certificate of Insurance evidencing said coverage. In the event the coverage is modified during the Term of this Interlocal Agreement, SHERIFF shall provide COUNTY with at least thirty (30) calendar days' prior written notice.

21.2 SHERIFF and COUNTY shall each individually maintain throughout the Term of this Interlocal Agreement any and all applicable insurance required by Florida law for governmental entities and each shall furnish to the other Party written verification of such insurance prior to execution of this Interlocal Agreement.

**ARTICLE 22**

**LIABILITY**

22.1 SHERIFF and COUNTY shall each be independently and separately liable and responsible for the actions of its officers, agents, and employees, while acting within the scope of their employment, in the performance of their respective obligations under this Interlocal Agreement.

22.2 SHERIFF and COUNTY shall each independently defend any action or proceeding brought against its arising under this Interlocal Agreement and shall be separately responsible for all of their respective costs, attorneys' fees, expenses, and liabilities incurred as a result of any such claims, demands, suits, actions, damages, and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments, or decrees, which may be entered as a result thereof.

22.3 SHERIFF and COUNTY agree that no indemnification or hold harmless agreement shall be in effect concerning any claims, demands, damages, and causes of action, which may be brought against either Party pursuant to this Interlocal Agreement.

22.4 SHERIFF and COUNTY are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes, and agree to be fully
responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any Party to which sovereign immunity is applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the state of Florida to be sued by third Parties in any matter, whether arising out of this Interlocal Agreement or any other contract.

ARTICLE 23
MISCELLANEOUS

23.1 Joint Preparation: The preparation of this Interlocal Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

23.2 Merger/Amendments: This Interlocal Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Interlocal Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration, or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all Parties to this Interlocal Agreement.

23.3 Assignment: The respective obligations of the Parties set forth in this Interlocal Agreement shall not be assigned, in whole or in part, without the prior written consent of the other Party.

23.4 Records: SHERIFF and COUNTY shall each maintain their own respective records and documents associated with this Interlocal Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes; said records shall be available for audit by the COUNTY’s Auditor.

23.5 Contract Administrators: The Contract Administrators for this Interlocal Agreement are the SHERIFF or his/her designee, and the Port Director or his/her designee for COUNTY. In the implementation of the terms and conditions of this Interlocal Agreement, as contrasted with matters of policy, all Parties may rely upon instructions or determinations made by the respective Contract Administrators.
23.6 Recordation/Filing: The County Administrator and Ex-Officio Clerk of the Broward County Board of County Commissioners is hereby authorized and directed after approval of this Interlocal Agreement by SHERIFF and the governing body of COUNTY and the execution thereof by the duly qualified and authorized officers of each of the Parties hereto, to file this Interlocal Agreement in the County Records Broward County, Florida, as required by Section 163.01(11), Florida Statutes.

23.7 Governing Law and Venue and Waiver of Jury Trial: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each Party hereby waives any rights it may have to a trial by jury of any such litigation.

23.8 Severability: In the event a portion of this Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or SHERIFF elects to terminate this Interlocal Agreement. The election to terminate this Interlocal Agreement based upon this provision shall be made within thirty (30) calendar days after the finding by the court becomes final. In such an event, SHERIFF and COUNTY agree to cooperate fully with the other to effectuate a smooth transition of services back to the COUNTY.

23.9 Notices: Whenever either Party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt or by an overnight express delivery service addressed to the Party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery.

For County:

County Administrator
Broward County
115 S. Andrews Avenue
Fort Lauderdale, Florida 33301
And

Port Director
Broward County Port Everglades Department
1850 Eller Drive, 6th Floor
Fort Lauderdale, Florida 33316

For SHERIFF:

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

With a copy to:

Office of General Counsel
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, Florida 33312

23.10 Nondiscrimination: SHERIFF shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, or physical or mental disability if qualified. SHERIFF shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or national origin, sexual orientation, marital status, political affiliation, or physical or mental handicap. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation; and selection of training, including apprenticeship. SHERIFF agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

23.11 Third Party Beneficiaries: Neither SHERIFF nor COUNTY intend that any person shall have a cause of action against either of them as a third party beneficiary under this Interlocal Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Interlocal Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Interlocal Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Interlocal Agreement.

23.12 Performance: SHERIFF and COUNTY represent that all persons delivering the services required under this Interlocal Agreement have the
knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a skillful and respectable manner.

23.13 Waiver of Breach and Materiality: Failure by either Party to enforce any provision of this Interlocal Agreement shall not be deemed a waiver of such provision or modification of this Interlocal Agreement. A waiver of any breach of a provision of this Interlocal Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Interlocal Agreement. COUNTY and SHERIFF agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Interlocal Agreement and, therefore, is a material term hereof.

23.14 Compliance with Laws: The Parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Interlocal Agreement.

23.15 Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Interlocal Agreement by reference and a term, statement, requirement, or provision of this Interlocal Agreement, the term, statement, requirement, or provision contained in Articles 1 through 23 of this Interlocal Agreement shall prevail and be given effect.

23.16 Multiple Originals: This Interlocal Agreement may be fully executed in five (5) copies by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

23.17 Audit Rights: COUNTY and SHERIFF shall each have the right to audit the books, records, and accounts of each other related to this Interlocal Agreement at any time. Each Party shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries for this Interlocal Agreement. SHERIFF agrees to provide to the COUNTY a year end expenditure report by fund, cost center, and line item.

23.18 COUNTY represents that the performance of its services being transferred are compliant with 45 CFR Section 164 (HIPAA Privacy Rule). SHERIFF agrees that it will continue to comply with applicable regulations under the HIPAA Privacy Rule as it relates to services performed under this Interlocal Agreement.
23.19 Notwithstanding the provisions of Article 14, each year (prior to February 1st) of this Interlocal Agreement the SHERIFF and PORT shall meet to identify opportunities to improve on methods, processes, and requirements of the Port Security Plan (PSP), which may serve to reduce the costs of this Interlocal Agreement. Any recommendations resulting from this, which require changes to this Interlocal Agreement, will become the basis for any amendments to this Interlocal Agreement.

23.20 Prior Agreements Terminated: The Parties hereto acknowledge and agree that the Interlocal Agreement between the COUNTY and SHERIFF, approved by the COUNTY on December 7, 2010, shall be deemed terminated as of the commencement date of this Interlocal Agreement.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND SHERIFF OF BROWARD COUNTY PROVIDING FOR DELIVERY OF SEAPORT SECURITY AND LAW ENFORCEMENT SERVICES

IN WITNESS WHEREOF, the Parties hereto have made and executed this agreement on the respective date(s) under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 10th day of September, 2015, and SCOTT ISRAEL as SHERIFF OF BROWARD COUNTY, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By
Mayor

County Administrator, as
Ex-Officio Clerk of the Board
of County Commissioners
of Broward County, Florida

10th day of September, 2015

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Port Everglades Department
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telescopier: (954) 468-3690

By
Sr. Assistant County Attorney
INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND SHERIFF OF BROWARD COUNTY PROVIDING FOR DELIVERY OF SEAPORT SECURITY AND LAW ENFORCEMENT SERVICES

SHERIFF OF BROWARD COUNTY

WITNESSES:

Witness

By [Signature]
Scott Israel, Sheriff

1st day of June, 2015

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

By [Signature]
Ronald M. Gunzburger, General Counsel