RESOLUTION NO. 14-3-2

A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING A FIVE-YEAR EXTENSION TO THE CURRENT LAW ENFORCEMENT AND FIRE RESCUE SERVICE AGREEMENT WITH THE SHERIFF OF BROWARD COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

Section 1: That the Mayor and City Clerk are hereby authorized to execute a Five-Year Extension to the current Law Enforcement and Fire Rescue Service Agreement (the “Agreement”) with the Sheriff of Broward County (the “BSO”) pursuant to Article XXIII of the Agreement, a copy of the original and subsequent addendums of which are attached hereto as Exhibit "A" and made a part hereof by this reference.

Section 2. That the City Clerk shall provide a copy of this Resolution to BSO in accordance with the Agreement.

Section 3: That this Resolution shall be in force and take full effect immediately upon its passage and adoption.
PASSED AND ADOPTED this 25th day of March, A.D., 2014.

GREG ROSS
Mayor

ATTEST:
SUSAN POLING
City Clerk

ROLL CALL
Greg Ross
Commissioner Mallozzi
Commissioner Sims
Commissioner Curran
Commissioner Green

Yes
Absent
Yes
Yes
Yes
RESOLUTION NO. 2004-01-06

A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT FOR LAW ENFORCEMENT AND FIRE RESCUE SERVICES WITH KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the CITY has heretofore maintained a high level of professional law enforcement and fire/rescue services for the benefit of the citizenry thereof, and

WHEREAS, the CITY is desirous of maintaining the high level of competent professional law enforcement and fire/rescue services, and

WHEREAS, the CITY is desirous of maintaining its Charter law enforcement and fire/rescue powers but at the same time wishes to provide for daily law enforcement and fire/rescue services through contractual agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

Section 1: That the Mayor and City Clerk be and hereby are authorized to execute an Agreement for Law Enforcement and Fire Rescue Services with Kenneth C. Jenne, II, Sheriff of Broward County, Florida, a copy of which is attached hereto as Exhibit "A" and made a part hereof by this reference.

Section 2: This Resolution shall be in force and take full effect immediately upon its passage and adoption.


ATTEST:

SUSAN BERNARD
City Clerk

ROLL CALL

Mayor Faradelmann  
Commissioner Webster  
Commissioner Kleiman  
Commissioner Roper  
Commissioner Eisinger
MEMORANDUM
OF UNDERSTANDING
BY AND BETWEEN
CITY OF COOPER CITY
AND
KENNETH C. JENNE, II, AS SHERIFF OF BROWARD COUNTY, FLORIDA

This Memorandum of Understanding is entered into by and between the City of Cooper City, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as “CITY”) and Kenneth C. Jenne, II, as Sheriff of Broward County, Florida (hereinafter referred to as “BSO”) this 24th day of August 2007.

WHEREAS, on or about June 13, 2004, BSO and the CITY entered into an Agreement for BSO to provide law enforcement and fire rescue services to the CITY; and

WHEREAS, on or about September 13, 2006, BSO and the CITY entered into an Addendum to add two (2) Community Service Aides to the staffing structure for the Cooper City District; and

WHEREAS, the initial agreement and the Addendum are hereinafter collectively referred to as the Agreement; and

WHEREAS, BSO and the CITY are desirous of formally recognizing specific pension rights held by certain employees which were inadvertently omitted from the Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises and covenants stated herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

For those former employees of the CITY that (i) provided law enforcement service for the CITY prior to the CITY contracting with BSO for law enforcement service; (ii) were listed on Exhibit “A” of the Agreement; and (iii) were retained by BSO as of the Effective Date of the Agreement, the CITY and BSO hereby recognize and acknowledge the following pension rights:

Each such employee who qualifies for retirement, under normal retirement as defined by the Florida Retirement System (FRS) or the CITY pension plan will be allowed to remain in the BSO health care plan post retirement, provided the retiring employee draws compensation from FRS or the CITY pension plan, as applicable, within thirty-six (36) months of the last day of employment with
BSO. The retiring employee will receive two percent (2%) credit for each year of creditable service up to a maximum of fifty percent (50%) of the total health insurance premium cost in accordance with Section 3.15 of the Broward Sheriff's Policy Manual and any collective bargaining agreements entered on behalf of such employees. Creditable service shall include years of service with BSO and the CITY. The health insurance benefits set forth herein will be provided by BSO at no cost to the CITY.

(Intentionally Left Blank)
MEMORANDUM OF UNDERSTANDING BY AND BETWEEN CITY OF COOPER CITY AND KENNETH C. JENNE, II, AS SHERIFF OF BROWARD COUNTY, FLORIDA

IN WITNESS WHEREOF, the parties hereby execute this Second Addendum on the date(s) set forth below:

ATTEST:

[Signature]
Susan Bernard
CITY CLERK

(SEAL)

CITY OF COOPER CITY

By: [Signature]
Debbie Eisinger
MAYOR

Dated: 9-4-07

By: [Signature]
Christopher Farrell

Dated: 9-4-07

CITY MANAGER

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature]
CITY ATTORNEY
MEMORANDUM OF UNDERSTANDING BY AND BETWEEN CITY OF COOPER CITY AND KENNETH C. JENNE, II, AS SHERIFF OF BROWARD COUNTY, FLORIDA

KENNETH C. JENNE, II, AS SHERIFF OF BROWARD COUNTY

By: Kenneth C. Jenne, II, Sheriff

Date: 8/23/07

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

By: Edward A. Dion, General Counsel

Date: 8/23/07

H:\contract\Cooper City – Memorandum of Understanding 8-22-07
AGREEMENT
BY AND BETWEEN
KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY, FLORIDA
AND
CITY OF COOPER CITY
FOR
LAW ENFORCEMENT AND FIRE RESCUE SERVICES

THIS AGREEMENT made and entered into in Broward County, Florida, this 13th
day of January, 2004 by and between the City of Cooper City, a municipal
corporation organized and existing under the laws of the State of Florida, which is a
municipality located within the boundaries of Broward County, Florida (hereinafter referred
to as CITY) and Kenneth C. Jenne, II, Sheriff of Broward County, Florida (hereinafter
referred to as BSO) to be effective February 15, 2004.

WITNESSETH:

WHEREAS, the CITY has heretofore maintained a high level of professional law
enforcement and fire/rescue services for the benefit of the citizenry thereof, and

WHEREAS, the CITY is desirous of maintaining the high level of competent
professional law enforcement and fire/rescue services, and

WHEREAS, the CITY is desirous of maintaining its Charter law enforcement and
fire/rescue powers but at the same time wishes to provide for daily law enforcement and
fire/rescue services through contractual agreement, and

WHEREAS, BSO has agreed to render to the CITY a high level of professional law
enforcement and fire/rescue services, and the CITY is desirous of contracting for such
services upon the terms and conditions hereinafter set forth.
THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ARTICLE I

DEFINITIONS

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

1.1.1 Agreement shall mean this Agreement for Law Enforcement and Fire Rescue Services between the CITY and BSO.

1.1.2 BSO shall mean the duly elected and qualified Sheriff of Broward County, Florida.

1.1.3 BSO’s Address shall mean Broward Sheriff’s Office, 2601 West Broward Boulevard, Fort Lauderdale, Florida 33312.

1.1.4 CITY shall mean the City of Cooper City, a municipal corporation organized and existing under the laws of the State of Florida and located within the boundaries of Broward County, Florida.

1.1.5 CITY Address shall mean Post Office Box 290910, Cooper City, FL 33329.

1.1.6 CITY Manager shall mean the duly appointed and validly existing City Manager of the CITY. In the absence of the City Manager, the Assistant City Manager or person acting in the capacity of City Manager shall have the same authority as that of the City Manager.
1.1.7 Effective Date shall mean February 15, 2004.

1.1.8 Employees shall mean each of the employees who (i) provided law enforcement and/or fire/rescue related services for the CITY, (ii) are listed on the attached Exhibit "A," and (iii) are retained by BSO after the Effective Date.

1.1.9 Cooper City District shall mean the geographic area within the CITY Boundaries. In the event the CITY annexes additional geographic areas, BSO and the CITY will renegotiate the staffing levels, consideration, and any other terms and conditions impacted by the annexation.

1.1.10 Cooper City Police and Fire/Rescue Headquarters shall mean the buildings located at 10580 Stirling Road, Cooper City, FL 33026 for police; and 10550 Stirling Road, Cooper City, FL 33026 for fire rescue.

ARTICLE II

LAW ENFORCEMENT SERVICE; LEVEL OF

2.1 BSO shall provide to CITY for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, competent professional law enforcement services on a twenty-four (24) hours, seven (7) days a week basis within and throughout the corporate limits of CITY, which include the following:

a) Uniform patrol;
b) Special details management;
c) Strategic intelligence functions;
d) The use of the mounted patrol;
e) Reserves and the sheriff’s posse;
f) Career criminal investigation;
g) Technical support;
h) Street crimes enforcement;
i) Regional narcotics investigations;
j) Multi-agency gang task force operations;
k) Victim services;
l) Case filing;
m) DUI enforcement;
n) Marine/diver team;
o) Canine deployment;
p) SWAT team response;
q) Major investigations to include homicide, aggravated felonies, abuse and neglect, sex crimes, missing persons, robbery, economic crimes, traffic homicide, bomb and arson, environmental crimes, auto theft, fugitive apprehension, and crime scene technicians;
r) Hazardous material response services through personnel that are equipped and trained to provide specialized response in case of accidental spill or leak of hazardous materials or product;
s) Technical rescue services through specially equipped and trained personnel, for above grade/high angle and below grade rescues;
t) Public education programs;
u) At the request of the City Manager, one uniformed Deputy Sheriff shall be available to attend each regular and special City Commission meeting, as well as any other official City meeting or event, at no additional cost to the CITY;
v) The District Commander will attend and participate at all CITY staff meetings, CITY Commission meetings and Development Review Committee meetings;
w) Upon the request of a homeowners' association, the District Commander or designee will attend the association's membership meeting; and
x) Drug enforcement and money laundering.

2.2 Utilizing the staffing structure, as provided in Article VII, the District Commander shall provide the CITY with a minimum of twenty (20) Uniformed Deputies who shall patrol the Cooper City District, each in a Patrol Unit or a Patrol Unit equipped with a bicycle for purposes of patrol, during a twenty-four (24) hour period, commencing and ending at midnight.
ARTICLE III

DELIVERY OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

3.1 BSO will provide fire protection and emergency medical services to CITY on a twenty-four (24) hour, seven (7) days per week basis during the term of this Interlocal Agreement.

3.2 BSO possesses and shall maintain throughout the term of this Interlocal Agreement a Class 1 – ALS Rescue Certificate of Public Convenience and Necessity ("CON") and an appropriate State of Florida license enabling BSO to provide advance life support (ALS) services, as well as basic life support (BLS) services, to patients upon arrival at emergency scenes requiring immediate emergency medical care.

3.3 For all medical emergency calls, BSO shall provide emergency medical transportation to an appropriate hospital emergency department.

3.4 BSO shall provide fire prevention services, including inspection and plan review through use of properly certified personnel consistent with all applicable law and codes. BSO's Fire Marshall shall be deemed to be the Chief Fire Code Official for the CITY as required by the Florida Building Code.

3.5 BSO shall perform annual inspections of every non-residential establishment within the CITY with records of inspections provided to the CITY upon request.

3.6 BSO will provide hazardous material response services through personnel that are equipped and trained to provide specialized response in case of accidental spill or leak of hazardous materials or product.
3.7 BSO will provide technical rescue services through specially equipped and trained personnel, for above grade/high angle and below grade rescues.

3.8 BSO will provide public education programs on fire safety and prevention.

3.9 Utilizing the staffing structure, as provided in Article VII, the District Fire Chief shall provide the CITY with a minimum of eight (8) certified fire personnel, who shall be on duty within the Cooper City District, during a twenty-four (24) hour period, commencing and ending at midnight.

3.10 The District Fire Chief will attend and participate at all CITY staff meetings, CITY Commission meetings and Development Review Committee meetings.

ARTICLE IV

DISPATCH AND RESPONSE

4.1 BSO shall answer and administer, on a twenty-four (24) hour daily basis, all telephone communications related to law enforcement and fire/rescue within the City of Cooper City at the Cooper City Police and Fire/Rescue Headquarters.

4.2 In addition to the foregoing, BSO agrees to provide CITY without additional cost, a central dispatch center, and E-911 Communication System, necessary to fulfill the obligations of BSO under this contract.

4.3 BSO's emergency response units shall make every reasonable effort to respond to emergency calls as expeditiously as possible while maintaining safe operations, subject to BSO's response standards and protocols. The District Commander will monitor
response time reports and provide copies of the response time reports, citizen complaints and their status / disposition to the City Manager on the last Friday of each month.

ARTICLE V

CODE ENFORCEMENT

5.1 BSO shall provide Code Enforcement and Parking Enforcement Services in accordance with the CITY's code, charter, policies and procedures. Historically, the CITY has utilized the Broward County Court system to enforce its code of ordinances and the CITY intends to continue this procedure.

5.2 The CITY shall be responsible for the following Code Enforcement functions:
   a) rental housing inspections;
   b) building inspections;
   c) liens, lien collections and fine collections;

5.3 BSO will have access to all CITY records relevant to code enforcement research, including, but not limited to, building permits and plans, sign permits, development and site plans and occupational license records.

5.4 The CITY's attorney will advise BSO Code Enforcement personnel assigned to the CITY on Code related issues. The District Chief or designee will contact the City Attorney through the Director of Administrative Services with regard to such issue. BSO Code Enforcement personnel will have an open line of communication to the CITY's attorney with regard to such issues.
ARTICLE VI

MUTUAL AID

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

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

ARTICLE VII

STAFFING STRUCTURE

Commencing February 15, 2004, the staffing structure of the Cooper City District will be as follows:

a. Law Enforcement Complement:

1 District Chief
1 Executive Officer
1 Shift Commander/Deputy Sheriff Lieutenant
6 Patrol-Shift Supervisors/Deputy Sheriff Sergeant
33 Uniformed Patrol Officers/Deputy Sheriff
1 Criminal Investigations/Neighborhood Resource Team Supervisor/Deputy Sheriff Sergeant
5 Deputy Sheriff Detectives (3 Criminal Investigations, 2 Resource Team)
1 Community Service Team Supervisor/Deputy Sheriff Sergeant
5 School Resource Deputies/Deputy Sheriff
2 Motors/Deputy Sheriff
7 Community Service Aides
4 Code Inspectors
b. Fire/Rescue Complement:

1 District Fire Chief
4 Captains
9 Lieutenants
9 Driver/Engineers
13 Firefighters (including paramedics)
1 Fire Inspector
1 Clerical
38 Total Complement

All Employees, as defined in paragraph 1.1.8, will be hired by BSO pursuant to Article XI.

ARTICLE VIII

VEHICLES

Each vehicle permanently assigned to the Cooper City District will prominently display on the vehicle’s exterior the legend “Cooper City District” in letters at least two (2) inches in height and shall contain all standard support equipment.

ARTICLE IX

ANCILLARY SERVICES

9.1 Upon request and availability, BSO shall additionally provide to the CITY, at no additional cost to the CITY, the following expertise, services, and facilities, which BSO
would normally provide to other law enforcement agencies:

- Full service crime lab;
- Helicopter patrol and air rescue services;
- Organized Crime Intelligence gathering activities and drug enforcement;
- Prisoner and jail services;
- E-911 (law enforcement, fire, and EMS); and
- Any other such units or service as BSO may provide normally to other law enforcement agencies during the term of this Agreement.

### 9.1.1
BSO shall provide security and traffic detail officers to support special event activities occurring within the CITY in accordance with BSO's Special Details Policies and Procedures. BSO shall cooperate with the CITY and follow CITY procedures in the permitting of special events. The CITY agrees to authorize BSO to act as public safety representative for the CITY in the permitting of special events. Special details for which deputies and/or non-sworn employees must be dedicated or assigned to an event shall be worked out between BSO and the non-CITY sponsoring agency, and all costs for such detail officers shall be borne by the sponsoring agency and not the CITY. Special details for CITY sponsored events, as identified in writing by the City Manager and agreed to by the District Commander, will be provided at no charge to the CITY.

### 9.2
Additionally, BSO's professional administration is comprised of the following internal functions:

- **Legal Counsel** – for BSO transactional issues, confiscations management, nuisance abatement, forfeitures, and law enforcement legal issues.

- **Public Information** – BSO public information and media release services as related to law enforcement;
c) **Office of the Inspector General** – for BSO training, employment opportunity compliance and professional compliance;

d) **Organizational Development and Accreditation** - for BSO research and development, law enforcement related community grants, internal audit and staff inspections;

e) **Management, Finance and Budget** – To include preparation and management of BSO budgetary matters, finance and central accounting, cash bonds, property and facilities management, fleet control, evidence, purchasing, supply and equipment management, and claims management;

f) **Bureau of Information Resources Management** – for BSO systems development and maintenance, laptop computer program, and records; and

g) **Human Resources Bureau/Training Bureau** – which provides BSO training and organizational development, classification and compensation, employee benefits, firearms training and maintenance, employee assistance, background investigations, retirement, and health and safety.

h) **Grants Management** – BSO will provide the CITY with all relevant information regarding available grants related to law enforcement and crime prevention. BSO shall cooperate with the CITY and, to the extent allowable by law, act as the law enforcement agent on behalf of the CITY in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The CITY
will make these funds available to BSO to carry out the intent of the grant program as approved by the granting agency and the CITY.

**ARTICLE X**

**ADDITIONAL SERVICES**

10.1 Based upon the CITY's plan for the development of the annexed unincorporated areas, the CITY has determined that the following staffing levels are necessary for law enforcement and fire/rescue services to such annexed areas:

- 3 Community Service Aides
- 9 Deputy Sheriffs
- 2 Deputy Sheriff Sergeants
- 12 Firefighter/Paramedics
- 3 Driver/Engineers
- 3 Fire Lieutenants

The total annual consideration for these positions shall be as follows:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2006</td>
<td>$3,935,739</td>
</tr>
<tr>
<td>2007</td>
<td>$4,134,505</td>
</tr>
</tbody>
</table>

10.2 The staffing structure for the annexed areas, as set forth in paragraph 10.1, may be modified by the CITY at any time. The increase or decrease in staffing shall result in a corresponding increase or decrease in the consideration payable by the CITY to BSO based upon the actual cost of the affected position(s). It is the intention of BSO and the CITY to have a plan for expansion to meet the needs of the CITY in the annexed...
communities. The City Manager will notify BSO of the need for increased staffing by providing BSO with no less than thirty (30) calendar days notice of the desired commencement date.

10.3 The parties acknowledge, however, that the proposed annexation area is currently undeveloped and it may be some time before a full complement of personnel is necessary to service the proposed annexation area. During the construction/development phase, BSO shall staff the appropriate personnel based upon the level of development occurring. The City Manager will notify BSO of the need for increased staffing by providing BSO with no less than thirty (30) calendar days notice of the desired commencement date. When the certificates of occupancy have been issued for 25% of the total number of dwelling units permitted, BSO shall provide staffing of 25% of the full complement set forth above. Additional staffing shall also be provided at 50%, 75% and 100% of development until the full complement has been achieved. During this interim period, CITY shall only be responsible to pay BSO for the level of staffing provided to the development on a pro rata basis each month.

10.4 BSO endeavors to work with the County Administrator to develop additional fire facilities, which may be used for both regional and local purposes. BSO and CITY agree that such regional/local fire facilities are desirable and cost effective to the citizens of Broward County. Therefore, BSO will assist the City Manager in any discussions with the County Administrator regarding the development of a regional/local facility in the unincorporated areas surrounding the CITY. Both parties acknowledge the CITY's
commitment to donate the 1.03 +/- acres of land it owns on Pine Island Road for such a regional facility and in consideration of such donation, BSO will endeavor to provide, either through its own offices, or with the assistance of Broward County, and with no cost to CITY, a regional/local facility and a new fire apparatus to equip said facility.

ARTICLE XI

EMPLOYMENT TRANSITION

11.1 Retaining Employees. Each of the Employees shall cease to be an employee of the CITY effective as of the Effective Date and become an employee of BSO on the Effective Date, subject to applicable BSO collective bargaining agreements, if any. Such Employees shall be entitled to BSO’s standard compensation and benefits package for employees performing similar services in accordance with the applicable collective bargaining agreement. BSO agrees that all employees identified by the CITY and listed by CITY on Exhibit “A” will be employed by BSO.

11.2 Seniority. In the case of personnel in positions requiring certification, the date of certification with the CITY shall establish seniority. For Employees other than those in certified positions, the date of classification with the City Fire Department or Police Department, as applicable, shall establish seniority. All due process rights established by law, policy, procedures, or agreement shall be afforded to all qualified Employees as those rights pertain to seniority, discipline, layoff, or discharge in the BSO.

11.3 Opportunities. All Employees shall be given the same opportunities for advancement, education, shifts, vacations, compensation and all other benefits as are
made available to any other similarly ranked employee of BSO with a similar seniority status.

11.4 **Obligations.** BSO shall assume the CITY's obligations with respect to each Employee's accrued sick days, personal days, vacation days, other leave time and compensatory days, subject to the limitations contained in BSO's collective bargaining agreement and BSO's policies and procedures with regards to leave use and payouts. Such accrued and unpaid sick days, personal days, vacation days, other leave time and compensatory days are listed on the attached Exhibit "B" under the appropriate heading for each Employee.

11.5 Employees that have completed their probationary period shall not be subjected to any probationary period upon employment with BSO. Employees that are serving a CITY probation period shall complete the balance of the probation period with BSO.

11.6 CITY agrees to provide BSO with any and all records necessary for BSO to implement the transition of employment for the Employees including, but not limited to, copies of demands, complaints, requests for accommodation or other notices in connection with employment.

11.7 CITY hereby represents that the CITY has no legal impediment or restriction against entering into this Agreement. The CITY further represents that entering into this Agreement does not violate the terms and conditions contained in its collective bargaining agreement or any other agreement.
11.8 As of the Effective Date, the CITY represents that it has no knowledge of any current claims, disputes, demands, requests for accommodation, grievances, arbitrations, charges, complaints or proceedings, (hereinafter referred to as “Claim(s)”) and the CITY has no knowledge of facts or circumstances that could result in a Claim(s) involving any Employee that would have a material adverse effect on this Agreement, BSO, or the CITY’s or BSO’s obligations hereunder, except as otherwise disclosed in the attached Exhibit “C,” Employee Claims. All Employee claims or potential claims known to the CITY are listed on Exhibit “C,” which is attached and incorporated herein. The CITY shall be responsible for all claims that are listed on Exhibit “C,” and any claims resulting from incidents that occurred prior to the Effective Date that were not filed until after the Effective Date.

11.9 Pension. BSO shall provide pension benefits to all Employees listed on Exhibit “A.” Each listed employee shall have an option to remain in the CITY’s Police/Fire Pension Plan or General Employee’s Pension Plan hereinafter the “pension plans” or “CITY’s pension plan,” as applicable, or elect to participate in the Florida Retirement System (FRS). The election must be in writing and executed prior to the Effective Date of this Agreement. The CITY and BSO agree that, should an Employee elect to join the FRS, neither the CITY nor BSO shall be required to finance “past service” credit as authorized by Florida Statutes, Chapter 121. BSO will, for all employees who elect to continue participation in the CITY’s pension plans, provide the CITY sufficient monies that equal the sum total of the employee’s required payroll deductions and the Employer’s required
contribution, as provided for in the CITY’s pension plans. The required funds will be sent
to the CITY on a biweekly basis or as otherwise required by Florida Statutes or the CITY’s
pension plan. However, if pension benefits to Employee are increased or enhanced, and
such increases or enhancements are not otherwise mandated by Florida law applicable to
the CITY’s pension plans, the CITY or employees, not BSO, shall be responsible for any
costs associated with the increased or enhanced benefits, unless otherwise approved in
writing by BSO.

11.10 Upon request from the City Manager, the District Commander/Chief will
provide all copies of collective bargaining agreements affecting employees assigned to the
Cooper City District within thirty (30) calendar days of such request, or at earliest date the
ratified agreement(s) are available.

ARTICLE XII

EMPLOYMENT RESPONSIBILITY

All persons employed by BSO in the performance of law enforcement and
fire/rescue services, functions and responsibilities as described and contemplated herein
for the CITY shall be and remain BSO employees, and no one of such persons shall be
considered in the employ of the CITY for the purpose of pension benefits, insurance
benefits, civil service benefits, compensation and/or any status or right, except as
otherwise provided herein. Accordingly, the CITY shall not be called upon to assume any
liability for or direct payment of any salaries, wages, or other compensation, contributions
to pension funds, insurance premiums, workers compensation funds (Chapter 441, Florida
Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any BSO personnel performing services, duties and responsibilities hereunder whatsoever, arising out of such employment and the performance of the services, duties and responsibilities set forth in this Agreement, except as provided herein. In any event, the CITY shall not be liable for benefits accrued by any employees during their tenure with the BSO.

ARTICLE XIII
EMPLOYMENT: RIGHT OF CONTROL

13.1 BSO shall have and maintain the responsibility for and the control of the rendition of the services, the CALEA standards of performance as set forth in BSO policy, the discipline of personnel and other matters incident to the performance of the services, duties and responsibilities described and contemplated herein. BSO further provides that the current ISO rating of CITY shall be maintained or improved upon during the term of this Agreement.

13.2 The parties acknowledge that it is important for the CITY to have BSO personnel who are acquainted with the general make-up of the CITY and are familiar with the geography, its industrial, business and residential composition, and its crime problems. BSO shall educate BSO employees who are permanently assigned to the Cooper City District, with respect to Cooper City's geographic area, including neighborhood areas and section names.
13.3 Upon written notice, the City Manager shall have the right to transfer or reassign any deputies or employees subject to the Sheriff's approval, which shall not be unreasonably withheld.

13.4 Upon written notice, BSO shall have the right to transfer or reassign any deputy or employees subject to the City Manager's prior written approval, which shall not be unreasonably withheld. BSO shall provide CITY upon request with background information and personnel files of all BSO employees transferred in or out of Cooper City with the exception of any information exempt pursuant to the public records law. No more than ten percent (10%) of the current sworn police officers and certified fire/rescue personnel will be removed from service in the Cooper City District in any given year, unless approved by the City Manager, which shall not be unreasonably withheld.

ARTICLE XIV
EMPLOYMENT; AUTHORITY TO ACT

The CITY does hereby vest in each sworn law enforcement officer and fire/rescue personnel of BSO who, from time to time, may be assigned to the Cooper City District of BSO, to the extent allowed by law, the powers of the CITY which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon BSO hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance of such services, duties and responsibilities. Every employee of BSO so empowered hereby and engaged in the performance of the services, duties and responsibilities described and contemplated herein shall be deemed to be acting pursuant
to the authorization of the CITY while performing such services, duties and responsibilities
which constitute municipal functions and are within the scope of this Service Agreement.
Accordingly, BSO sworn law enforcement officers are hereby vested with the power to
enforce the ordinances of the CITY, to make arrests incident to the enforcement thereof
and to do such other things and perform such other acts as are necessary with respect
thereto.

ARTICLE XV

CONSIDERATION

15.1 The CITY agrees to pay BSO, in consideration for the services described
herein for fiscal year 2004, eight hundred ninety three thousand seven hundred ninety
eight and 08/100 dollars ($893,798.08) per month payable on the first of each month.

15.2 Effective October 1, 2005, the consideration payable by the CITY for fiscal
years 2005, 2006, 2007, 2008 and 2009 shall be BSO’s budgeted costs for each year,
however in no event will the annual increase exceed five percent (5%) for items other than
those described in paragraph 15.3. In the event BSO subsequently enters into a contract
with another municipality for fire and police services and such contract includes a
contractual provision that states that the annual percentage rate increase shall not exceed
a certain percentage (which is less than five percent (5%)), the above-stated not to exceed
language shall be amended to reflect the annual percentage rate cap language offered to
the other municipality. BSO agrees to provide the CITY with written documentation to
support such annual cost percentage rate increase within 30 days after the end the fiscal
year. The percentage rate increase shall be calculated on the total consideration in the prior year, excluding any adjustments for vacancy rate credits.

15.3 Separate from the annual adjustment set forth in paragraph 15.2, BSO shall be entitled to increase the consideration on an annual basis based upon increases in the cost of health insurance premiums, workers compensation premiums and pension contributions, however in no event shall the annual increase for the items specified in this subsection exceed five and 3/10 percent (5.3%).

15.4 The above-stated Consideration includes an attrition factor of 3.5%, which converts to a number of vacancy days based upon the following formula:

\[ \text{Vacancy Days} = 3.5\% \times 52 \text{ weeks} \times 5 \text{ days} / \text{week} \times \text{total staff}, \text{divided by} \ 4.\]

On a quarterly basis, the CITY shall be entitled to a credit for each actual vacancy day above the number of vacancy days computed by using the above formula. A vacancy occurs when one (1) of the following applies:

a. A Cooper City District budgeted position is unfilled;

b. Cooper City District Employee is on assignment outside the Cooper City District, with the exception of receiving training or when such assignment has an operational benefit or furthers the law enforcement efforts in the Cooper City District.

c. A Cooper City District Employee is absent from work due to sickness and/or disability, and the absence exceeds five (5) consecutive days, in which case, a vacancy occurs for only those consecutively scheduled
work days during such period of sickness or disability that exceed the initial five (5) consecutively scheduled work days of the same period of sickness or disability.

The vacancy credit shall be computed on a quarterly basis. The CITY's credit shall be calculated using pay Step "4" of the affected class plus all associated benefit costs including, but not limited to, pension, social security, FICA, and health insurance in the BSO's Pay Plan.

BSO shall have the right to temporarily fill any vacancy within the Cooper City District, provided the vacant position is filled by a BSO employee that possess skills, training and experience at least equivalent to the absent Cooper City District Employee. The CITY shall not be entitled to a vacancy credit for any vacancy that is temporarily filled pursuant to this paragraph.

BSO shall submit a quarterly report detailing vacancy days. This report shall be delivered to the City Manager by the fifteenth day of the month immediately following the end of the quarter. Any vacancy credit shall be applied against the monthly consideration due in the second month following the end of the quarter in which the credit accrued. For purposes of calculating the vacancy credit for the last quarter of the fiscal period (July – September), vacancies shall be projected for August and September based upon BSO's average vacancies during the previous quarter. The projected vacancy credit for the last quarter shall be credited against the CITY's September payment. In the event the actual vacancy credit for the last quarter differs from the above projected figures, the difference
shall be adjusted in CITY's November payment. It is the desire of BSO and the CITY to provide staffing as set forth in this Agreement.

15.5 Otherwise, the consideration recited herein constitutes the entire consideration to be paid hereunder and upon the payment thereof, in the manner and at the times prescribed herein, the CITY shall have no further monetary obligations to BSO or any third party providing services described in this Service Agreement.

ARTICLE XVI

FINES, FORFEITURES; PAYMENT

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

16.2 CITY and BSO do hereby acknowledge, one to the other, that nothing contained herein shall in any way be construed to impair the CITY'S right to the disposition of fines and forfeitures to which the CITY would be entitled pursuant to Section 316.660 Florida State Statutes as the same may be amended from time to time, or as to proceeds and forfeitures arising under the sale or disposition of unclaimed property or under any
statutory or common law proceeding to which the CITY would otherwise be entitled, except as limited herein.

16.3 BSO agree that any currency seized within the CITY, through active participation of the Cooper City District’s personnel, pursuant to this agreement and Chapter 932 of the Florida Statutes, and subsequently forfeited to the Cooper City District, shall be deposited into the CITY’s Law Enforcement Trust Fund established by the CITY in an amount which represents the Cooper City District’s share, as defined in paragraph 16.7. Said funds shall be and shall always remain in the ownership of the CITY and the Cooper City District shall not have any right to ownership and control of such funds. During the term of this Agreement, such currency may be earmarked for the Cooper City District’s use within the confines of the CITY, pursuant to paragraph 16.4. In the event that property, which is purchased with currency described in this paragraph 16.3, is disposed of prior to termination of this Agreement, the Cooper City District shall allocate the net proceeds from said disposition to the CITY’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 in this paragraph 16.3, said property shall be turned over to the CITY.

16.4 Upon concurrence of the District Commander/Chief and the City Manager, the Cooper City District may apply to the CITY for the use of such funds, within the boundaries of the CITY, if such application is in compliance with Florida Statutes. Said request shall first be submitted to the BSO legal advisor for a determination of the legality of the request. The Cooper City District agrees to submit such application to the City.
Commission for appropriation accompanied by a written certification that the request complies with the provision of 932.7055 (4) Florida Statutes. Upon appropriation, such funds shall be made available to the Cooper City District for its designated use within the confines of the CITY.

16.5 The parties agree that the decision to dispose of or use personal property seized within the CITY through active participation of Cooper City District personnel shall be in the sole discretion of the City Commission. The Cooper City District may apply to the City Commission to use such personal property outside of the CITY, and, if approved by the City Commission, the Cooper City District shall allocate funds to the CITY's Law Enforcement Trust Fund equivalent to the Cooper City District's share, as defined in paragraph 16.7, of the mutually agreed upon fair market value of such personal property less any lien on such property. In the event the Cooper City District decides to use such personal property within the CITY, such property will be used within the CITY until the earlier of disposition of such property or termination of this Agreement. In the event the property is disposed of prior to termination of this Agreement, the Cooper City District shall allocate the net proceeds from said disposition to the CITY's Law Enforcement Trust Fund.

In the event that this Agreement is terminated prior to the disposition of the property, said property shall be turned over to the CITY. During the term of the Agreement, such funds shall be earmarked for the Cooper City District's use within the confines of the CITY.

16.6 The parties agree that the decision to use or dispose of real property seized within the CITY, through active participation of Cooper City Personnel, and subsequently

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forfeited to the Cooper City District, shall be in the absolute and sole discretion of the City Commission. The Cooper City District may request the City Commission’s approval to dispose of such real property. The Cooper City District shall allocate funds to the CITY’s law enforcement trust fund equivalent to the Cooper City District’s share, as defined in paragraph 16.7 of the mutually agreed upon fair market value of such real property less any loan, mortgages, liens, or any other encumbrance on such property. During the term of this Agreement, such allocated funds shall be earmarked for the Cooper City District’s use within the confines of the CITY. In the event the Cooper City District decides to use such real property and the property is subsequently disposed of prior to termination of this Agreement, the Cooper City District shall allocate the net proceeds from said disposition to the CITY’s Law Enforcement Trust Funds. During the term of this Agreement, such funds shall be earmarked for the Cooper City District’s use within the confines of the CITY.

16.7 The Cooper City District’s share will be based upon the ratio that the Cooper City District’s Personnel’s participation bears to the participation of all law enforcement agencies’ and units’ participating in the seizure of the property.

16.8 BSO shall, on a quarterly basis, supply the CITY with a written report of the above-described fines and forfeitures. Such 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, such report(s) shall be amended, from time to time, by reflecting the ultimate disposition of property described in an earlier
report(s), and such amendatory report(s) shall be submitted to the CITY within ten (10) days of the ultimate adjudication with regard to the seizure of such property.

ARTICLE XVII

LEASE AGREEMENT

17.1 BSO agrees to lease from the CITY the Public Safety Facilities, including the Cooper City Police and Fire/Rescue Headquarters, which shall be referred to and known as "Office of the Sheriff of Broward County, Cooper City District" pursuant to a separately executed lease agreement between the CITY and BSO, which shall include at a minimum the provisions set forth in this Article XVII.

17.2 The use and occupancy by BSO of the Public Safety Facilities shall include the use in common with others entitled thereto of the automobile parking areas, driveways, pathways, entranceway, means of ingress and egress, loading and unloading facilities, and other facilities as may be designated from time to time by the CITY, subject, however, to the term and conditions of this Agreement.

17.3 BSO agrees to keep Public Safety Facilities in a clean condition, free from debris. BSO further agrees not to destroy, deface, damage, impair or remove any part of Public Safety Facilities. In the event BSO, its employees, agents, or invitees destroy, deface, damage, impair, or remove any part of Public Safety Facilities, BSO shall be responsible for repairing or replacing such property.

17.4 CITY covenants to keep the Public Safety Facilities in good structural repair, so far as concerns BSO. CITY shall maintain and keep in good repair the roof, lighting,
wells, foundations, sidewalks, ceilings, doors, window, sprinkler and hot water systems, heating systems, air conditioning systems, plumbing, wiring, electrical fixtures and all other structural components. CITY further agrees to maintain in good repair the parking area and all common areas. CITY shall also make any repairs necessitated by water seepage or by other causes not under BSO's control. CITY shall also make all repairs or changes which may be necessary to make the premises 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. BSO shall notify the CITY as soon as possible verbally and in writing of any known conditions requiring repair.

17.5 BSO shall be responsible for any minor repairs, which are repairs less than one thousand two hundred fifty dollars ($1,250.00), to the Public Safety Facilities interior including, but not limited to, walls, floors, ceilings, carpet, windows, doors, interior plumbing fixtures, interior electrical fixtures, security cameras, and security systems. CITY will be responsible for all other repairs to the Public Safety Facilities interior.

17.6 BSO shall pay for all utility costs including, but not limited to, telephone, electric, and water for Public Safety Facilities.

17.7 BSO shall provide janitorial services to Public Safety Facilities.

17.8 INSURANCE: CITY shall, during the term hereinabove set forth, keep at its expense the lease space and the building in which such leased space is located insured against loss or damage by fire or natural cause, and the CITY shall maintain, at its
expense, such insurance coverage as shall be necessary to insure the contents of the offices of the leased space, provided that such coverage shall effect and apply only to those items which are furnished by CITY. In the event that BSO shall take and bring upon the leased space additional items of personalty, BSO shall do so at its own risk, cost and expense.

17.9 The Cooper City Police Headquarters is located within the Cooper City Sports Complex, a location specifically chosen to enhance the relationship with Cooper City residents in pursuit of recreation and family activities. In concert with those same representations made to the public, at the time the bond issues for the Cooper City Sports Complex and Police facility were passed, the CITY reserves the right to limit the use of the Police facility to Cooper City related activities consistent with the intent of the bond issues, which include arrests, community activities, and police operations. The City Manager must approve in writing any uses other than those set forth in this Section.

ARTICLE XVIII

DISTRICT COMMANDER

18.1 The District Commander/Chief and District Fire Chief shall, among other specified duties, each act as liaison between the City Manager and BSO.

18.2 The City Manager shall have the right to appoint the District Commander and District Fire Chief from among the BSO personnel within and without the Cooper City District, subject to the concurrence of the BSO, and each appointment shall continue until the permanent incapacity of the appointee or such appointee’s separation from BSO or
until such appointment shall be rescinded by the City Manager. During the tenure of each
appointee, the appointee shall not be demoted in rank or involuntarily separated from BSO
except for just cause.

18.3 BSO shall continually maintain at the CITY, in the offices provided for such
purpose in Article XVII, its District Command Office which shall be manned by the District
Commander and District Fire Chief who shall each serve on a full-time basis, until such
time as the City Manager concurs in the transfer or change of duty imposed upon the
District Commander and District Fire Chief.

18.4 In the event that the District Commander or District Fire Chief shall be
permanently incapacitated or shall be separated from the service of BSO voluntarily or for
just cause or such appointment shall be rescinded by the CITY, a replacement shall be
appointed, subject to the approval of the City Manager. The City Manager shall be
provided with a minimum of three candidates for selection. If none of the three candidates
are acceptable to the City Manager, BSO agrees to submit additional candidates until an
acceptable candidate is chosen by the City Manager.

18.5 In the event the City Manager becomes dissatisfied with the performance of
the District Commander/Chief, the City Manager shall provide notification to BSO.
Thereafter, representatives of BSO and the City Manager shall meet to discuss remedies
of the problems experienced by the City Manager. BSO agrees to act in good faith in
resolving any problems experienced by the City Manager. If, after discussions take place
no remedy is determined, City Manager may request BSO to remove the District
Chief/Commander at any time, and such removal will not be unreasonably withheld by BSO.

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

**ARTICLE XIX**

**INSURANCE**

19.1 BSO shall maintain, in addition to those policies of insurance required and contemplated elsewhere in this Agreement, policies of liability, automobile, excess automobile, in the amounts hereinafter described:

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

BSO shall maintain the respective policies of liability, automobile, and excess automobile throughout the term of this Service Agreement, as the same may be extended in accordance with the provisions hereof. The CITY will be named as an additional insured under BSO's policies and be provided advance notice of any modification, termination or cancellation.
19.2 BSO shall provide CITY with a copy of current respective policies of insurance required hereunder, and renewals thereof, in order that the CITY, through the office of City Clerk, may keep such copies on file for the benefit of the public inspection of the citizenry of CITY.

19.3 The costs of all policies of insurance required hereunder shall be the obligation of BSO, and the CITY shall in no way be responsible therefore.

19.4 BSO reserves the right to provide the above-described insurance through a self-insurance program.

19.5 BSO agrees to make good faith efforts to improve the CITY's Insurance Services Office (ISO) rating to BSO's rating. CITY agrees to cooperate with BSO in order to obtain this objective and agrees to make good faith efforts to improve facilities or operations outside the scope of this Agreement.

**ARTICLE XX

HOLD HARMLESS**

To the extent permitted by the law, SHERIFF shall hold CITY, its employees, agents and servants, harmless from any and all actions, 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 negligent omissions of the employees of SHERIFF; and SHERIFF shall defend and indemnify the CITY, its employees, agents and servants for any and all damages, judgments, claims, costs, expenses, including reasonable attorney’s fees, which the CITY might suffer in connection
with or as a result of the negligent acts and the alleged negligent acts or negligent omissions of the employees of SHERIFF. SHERIFF will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 788.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

ARTICLE XXI

INDEPENDENT CONTRACTOR

BSO, for the purposes of this Service Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested in BSO and its sworn officers and fire/rescue personnel pursuant to Article XIV.

ARTICLE XXII

TERM

This Service Agreement shall remain in full force and effect commencing February 15, 2004 and ending September 30, 2009, all dates inclusive, unless this Service Agreement be otherwise extended or terminated in accordance with the terms hereof.

ARTICLE XXIII

OPTION TO RENEW

23.1 The CITY shall have the option to extend the term of this Agreement for two (2) additional five (5) year periods upon the same terms and conditions contained herein.
23.2 The CITY shall provide written notice of its intent to renew no later than the 1st day of May in the year of the then expiring term. The written notice shall be evidenced by a Resolution duly enacted by the City Commission of CITY.

23.3 Upon receipt of such notice, BSO shall indicate its acknowledgment thereof in writing, delivered to CITY no later than ten (10) days from the receipt of the appropriate Resolution.

**ARTICLE XXIV**

**TERMINATION**

24.1 BSO does hereby acknowledge that CITY is making this Agreement in reliance upon BSO’s fulfillment of the obligations herein imposed for the full term contemplated herein. Accordingly, CITY does hereby acknowledge that BSO shall have the right of termination only for cause attributed to a material breach during the initial term thereof and/or during the option periods.

24.2 CITY may terminate this Service Agreement at its discretion either with or without cause, by giving written notice thereof to BSO; provided, however, that such termination shall not be effective until one hundred eighty (180) days after the receipt thereof by BSO.

24.3 In the event of 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.
ARTICLE XXV
TRANSITION

25.1 In the event of the termination or expiration hereof, BSO and CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from BSO to a CITY police and fire department and to maintain during such period of transition the same high quality of law enforcement and fire/rescue protection otherwise afforded to the residents of the CITY pursuant to the terms hereof. In the event of such termination or expiration and in the further event that the CITY is unable to provide the same level of service through its own department at the time of such termination or expiration, the then pending term of this Agreement shall automatically extend upon the same terms and conditions set forth herein for the shorter of (a) twelve (12) months, or (b) at least one hundred eighty (180) days after BSO’s receipt of the CITY’s written notice that it is capable of providing adequate law enforcement related service.

25.2 The remuneration’s to be paid to BSO during the transition period shall be based upon the budgeted cost of providing such services during the transition period but shall not exceed the pro rata cost of the most recent agreement.

25.3 In the event this Agreement expires or is terminated, BSO and the CITY will develop a transition plan that will include the transfer of BSO personnel out of the CITY as the CITY’s personnel are capable of assuming their respective functions. The consideration payable by the CITY to BSO shall be adjusted to account for the reduction of BSO personnel within the CITY, as that occurs.
ARTICLE XXVI
TOWING SERVICES

It is recognized that the CITY has entered into a towing agreement with a local franchisee. From time to time, BSO, through its agents or employees, investigates traffic cases and/or fatalities which require stringent custodial procedures where criminal evidence is involved. BSO will honor the CITY's agreement with the vendor selected by the CITY concerning towing within the municipal boundaries of the CITY; provided, however, that the vendor franchisee meets all of the BSO's specifications with regards to maintaining criminal evidence in the above-described cases and the vendor lists the BSO as an additional insured on insurance policies meeting the specifications of the BSO's Risk Manager. BSO reserves the right to tow and maintain evidence if vendor fails to comply with said specifications. Further, the BSO also reserves the right to continue with its normal and customary use of towing services for all confiscations/forfeiture cases occurring within the CITY.

SECTION XXVII
EQUIPMENT APPRAISAL AND TRANSFER PROVISIONS

27.1 Attached hereto as Exhibit "D" is a list of all of the items of personal property which the CITY is providing to BSO for the use and operation of the Services as described in this Agreement. The CITY has good and marketable title to the property, which is free and clear of any and all liens and encumbrances. BSO agrees to accept the personal property in its as-is condition and will be responsible for the repair, maintenance
and replacement of any and all property or components of the property set forth on the attached list.

27.2 Upon the termination of this Agreement, BSO shall return to the CITY, without cost or charge to the CITY all of the items of personal property listed on the attached Exhibit "D" in a like kind replacement, which must be of a like quality, design and condition as the property listed on Exhibit "D." Any disagreement between the CITY 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.

ARTICLE XXVIII

AUTHORITY TO EXECUTE: NO CONFLICT CREATED

28.1 The Sheriff by his execution hereof does hereby represent to CITY that he has full power and authority to make and execute this Service Agreement pursuant to the power so vested in him under Article VIII of the Constitution of the State of Florida, the laws of the State of Florida and by contract to the effect that:

a. His making and execution hereof shall create a legal obligation upon the Sheriff of Broward County, Florida.

b. This Agreement shall be enforceable by the CITY to the extent of the provisions hereof.

c. Nothing herein contained or no obligation on the part of BSO to be performed hereunder shall in any way be contrary to or in contravention of
any policy of insurance or surety bond required of the BSO pursuant to the
laws of the State of Florida.

28.2 The Mayor and City Manager by their respective executions hereof, do each
represent to BSO that they, collectively, have full power and authority to make and execute
this Service Agreement on behalf of the City of Cooper City, pursuant to a Resolution of
the City Commission of the CITY and that nothing herein contained is in any way contrary
to or in contravention of the Charter of the City of Cooper City or the laws of the State of
Florida.

ARTICLE XXIX

NOTICE

All notice required hereunder shall be by first class mail, except that any Notice of
Termination shall be mailed via U.S. certified mail, return receipt requested and any notice
required hereunder shall be addressed to the party intended to receive same at the
following addresses:

29.1 CITY: City Manager
9090 SW 50th Place
Cooper City, FL 33328

CITY: City Attorney
International Building
2455 East Sunrise Blvd., Suite 609
Fort Lauderdale, FL 33304

29.2 BSO: Sheriff
Broward County Sheriff’s Office
2801 West Broward Boulevard
Fort Lauderdale, FL 33312
ARTICLE XXX

NON-ASSIGNABILITY

BSO shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon the written consent of the City Commission of the CITY, which consent must be evidenced by a duly passed Resolution.

ARTICLE XXXI

JOINT PREPARATION

The preparation of this Agreement has been a joint effort of the parties, 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.

ARTICLE XXXII

ENTIRE AGREEMENT; AMENDMENT

The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement is executed.
ARTICLE XXXIII

BINDING EFFECT

This Agreement shall inure to the benefit of and be binding upon the respective Parties' successors.

(INTENTIONALLY LEFT BLANK)
AGREEMENT BETWEEN THE CITY OF COOPER CITY AND KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY, FLORIDA FOR LAW ENFORCEMENT AND FIRE RESCUE SERVICES

KENNETH C. JENNE, II
SHERIFF OF BROWARD COUNTY

By: [Signature]
KENNETH C. JENNE, II, SHERIFF

Date: __________________________

WITNESSES:

[Signatures]

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

By: [Signature]
Department of Legal Affairs

Date: 1/15/04

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AGREEMENT BETWEEN THE CITY OF COOPER CITY AND KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY, FLORIDA FOR LAW ENFORCEMENT AND FIRE RESCUE SERVICES

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below.

CITY OF COOPER CITY

ATTEST:  
Susan Bernard  
CITY CLERK  
(SEAL)

By:  
Suellen Fardellman  
MAYOR  
Dated: 1-13-04

By:  
Christopher Farrell  
CITY MANAGER  
Dated: 1-13-04

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:  
CITY ATTORNEY

H:\contract\Cooper City-Final
Lease Agreement

This lease agreement, entered into this __ day of __________, 2004, between the City of Cooper City, 9090 SW 80th Place, Cooper City, FL 33026, hereinafter called the Lessor, and Kenneth C. Jenne, II, as Sheriff of Broward County, Florida, Broward Sheriff’s Office, 2901 W. Broward Boulevard, Ft. Lauderdale, FL 33312, hereinafter called the Lessee,

Witnesseth:

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises described in Exhibit "A," which is attached hereto.

I. Term and Renewal Option

The term of this Lease shall commence on the date when Lessor shall deliver possession of the Demised Premises to Lessee ("Commencement Date"), but not later than February 15, 2004 and shall end at midnight on the earlier of (i) the date the Law Enforcement and Fire/Rescue Services Agreement between Lessor and Lessee expires or is terminated or (ii) September 30, 2009.

Provided the Law Enforcement and Fire/Rescue Services Agreement is renewed and Lessee is not in default hereunder, Lessor hereby grants Lessee upon the conclusion of the initial term an option to lease the Demised Premises for an additional term concurrent with the renewal term of the Law Enforcement and Fire/Rescue Services Agreement, upon the same terms and conditions set forth herein.

Lessee shall exercise the option in writing by notifying Lessor, certified mail, return receipt requested, not more than six (6) months nor less than three (3) months prior to the expiration of the original or any extended term of the Lease. Failure to give any such notice shall conclusively make the remaining option(s) to extend, if any, null and void.

II. Rental

The Lessee hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises upon the terms set out in this lease and the Lessee agrees to pay the Lessor monthly rental in advance as follows:

The Lessee shall pay to the Lessor rent in the amount of $29,710.00 per month due on or before the first of each month.

III. Maintenance and Repairs

1. The use and occupancy by Lessee of the Demised Premises shall include the use in common with others entitled thereto of the automobile parking areas, driveways, pathways, entranceway, means of ingress and egress, loading and unloading facilities, and other facilities as may be designated from time to time by the Lessee, subject, however, to the term and conditions of this Agreement.

2. Lessee agrees to keep the Demised Premises in a clean condition, free from debris. Lessee further agrees not to destroy, deface, damage, impair or remove any part of the Demised Premises. In the event Lessee, its employees, agents, or invitees destroy, deface, damage, impair, or remove any part of the Demised Premises, Lessee shall be responsible for repairing or replacing such property.
3. Lessor covenants to keep the Demised Premises in good structural repair, so far as concerns Leesee. Lessor shall maintain and keep in good repair the roof, lighting, walls, foundations, sidewalks, ceilings, doors, window, sprinkler and hot water systems, heating systems, air conditioning systems, plumbing, wiring, electrical fixtures and all other structural components. Lessor further agrees to maintain in good repair the parking area and all common areas. Lessor shall also make any repairs necessitated by water seepage or by other causes not under Lessor’s control. Lessor shall also make all repairs or changes which may be necessary to make the premises 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. Leesee shall notify the Lessor as soon as possible verbally and in writing of any known conditions requiring repair.

4. Leesee shall be responsible for any minor repairs, which are repairs less than one thousand two hundred fifty dollars ($1,250.00) to the Demised Premises interior, but not limited to, walls, floors, ceilings, carpet, windows, doors, interior plumbing fixtures, interior electrical fixtures, security cameras, and security systems. The Lessor shall be responsible for all other repairs to the Demised Premises interior.

5. Leesee shall pay for all utility costs including, but not limited to, telephone, electric, and water for Demised Premises.

6. Leesee shall provide janitorial services to the Demised Premises.

7. INSURANCE: Lessor shall, during the term hereinafter set forth, keep at its expense the lease space and the building in which such leased space is located insured against loss or damage by fire or natural cause, and the Leesee shall maintain, at its expense, such insurance coverage as shall be necessary to insure the Leesee’s property located in the leased space, provided that such coverage shall extend only to those items which are furnished by Leesee. In the event that Lessor shall take and bring upon the leased space additional items of personally, Lessor shall do so at its own risk, cost and expense.

IV Utilities
That the Leesee will promptly pay all gas, water, power and electric light rates or charges which may become payable during the term of this lease for the gas, water and electricity used by the Leesee on the premises.

V Handicapped Standards and Alterations
1. The Lessor agrees that the demised premises now conform, or that prior to the Leesee’s occupancy, the said premises shall, at Lessor’s expense, be brought into conformance with the requirements of local, state, and federal laws, codes, rules and regulations, including Florida Statutes Section 553.48 providing requirement for the physically handicapped.

2. That, the Leesee shall have the right to make any alterations in and to the demised premises during the term of this lease upon first having obtained the written consent therefor of the Lessor. The Lessor shall not capriciously withhold the consent to any such alterations.

VI Injury or Damage to Property on Premises
That all property of any kind that may be on the premises during the continuance of this lease shall be at the sole risk of the Leesee, and except for any negligence on the Lessor, the Lessor shall not be liable to the Leesee or any other person for any injury, loss or damage to property or to any person on the premises.

VII Fire and other Hazards
In the event, that the demised premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Lessor at its option may forthwith repair the damage to such demised premises at its own cost and expense. The rental thereon shall cease until the completion of such repairs and the Lessor will immediately refund the pro rata part of any rentals paid in advance by the Leesee prior to such destruction; should the premises be only partly destroyed, so that the major part thereof is usable by the Leesee, then the rental shall abate to the extent that the injured or damaged part bears to the whole of such premises and such injury or damage shall be restored by the Lessor as speedily as is
practicable and upon the completion of such repairs, the full rental shall commence and the lease shall then continue the balance of the term.

The Lessor shall provide for fire protection during the term of this lease in accordance with the fire safety standards of the State Fire Marshal. The Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. The Lessor agrees that the demised premises shall be available for inspection by the State Fire Marshal, prior to occupancy by the Lessee, and at any reasonable time thereafter.

The Lessor certifies that no asbestos was used in the construction of the demised premises or that, if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.

VIII Expulsion of Term
At the expiration of the term, the Lessee will peaceable yield up to the Lessor the demised premises in good and tenantable repair. It is understood and agreed between the parties that the Lessee shall have the right to remove from the premises all personal property of the Lessee and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the premises by it, provided the Lessee restores the premises to as good a state of repair as they were prior to the removal.

IX Subletting and Assignment
Lessee shall not assign or sublease any portion of the demised premises, unless upon the written consent of the CITY.

X Not Consent to Sue
The provisions, terms or conditions of this lease shall not be construed as a consent of the Lessee to be sued because of said leasehold.

XI Waiver of Defaults
The waiver by either party of any breach of this Lease by the other party shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Lease.

XII Right of Lessor to Inspect
The Lessor, upon five days written notice to Lessee, may enter into and upon the demised premises for the purpose of viewing the same and for the purpose of making any such repairs as they are required to make under the terms of this lease.

XIII Breach of Covenant / Termination
1. These presents are upon this condition, that, except as provided in this lease, if the Lessee shall neglect or fail to perform or observe any covenant herein contained, which on the Lessee's part is to be performed, and such default shall continue for a period of thirty (30) days after receipt of written notice thereof from the Lessor to the Lessee, then the Lessor lawfully may, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the demised premises, or any part thereof, and repossess the same as of their former estate and expel the Lessee and remove its effects forcibly, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this demise shall terminate but without prejudice to any remedy which might otherwise be used by the Lessor for assaying of rent or for any breach of the Lessee's covenants herein contained.

2. In the event that Lessor is in breach of any material term or condition of this Lease, Lessor shall provide Lessor with written notice of such breach describing the nature and extent of such breach. Lessor shall have the longer of thirty (30) days from receipt of such notice to cure any breach under this Lease or such other amount of time upon mutual agreement of the parties. In the event the Lessor fails to cure such breach within the thirty (30) day period, Lessee reserves the right to immediately terminate this Lease for cause. For purposes of this section, material terms or conditions include but are not limited to the following: requirements of any ordinance, code or law; remedying heating and air conditioning equipment, roofing
deficiencies, janitorial services, pest control services, plumbing, lighting fixtures, interior and exterior maintenance including equipment, repainting, replacement of worn or damaged floor covering, security issues and systems, elevator access, and maintaining the demised premises, landscaping, grounds and parking areas; life safety issues; indoor air quality issues; and ceiling tiles. Lessor shall immediately remedy life safety issues; respond within twenty-four (24) hours to remedy indoor air quality issues, heating and air conditioning equipment, plumbing, janitorial services, elevator access, security issues and systems, and lighting fixtures, and respond within seventy two (72) hours to issues to remedy interior and exterior maintenance, including equipment, ceiling tiles and roofing deficiencies.

XIV Acknowledgment of Assignment
That the Lessee upon the request of the Lessor shall execute such acknowledgment or acknowledgments, or any assignments, of rentals and profits made by the Lessor to any third person, firm or corporation, provided that the Lessor will not make such request unless required to do so by the Mortgagor under a mortgage, or mortgages, executed by the Lessor.

XV Taxes
Lessor shall pay all real estate taxes and fire insurance premiums on the demised premises.

XVI Use of Premises
The Lessee will not make or suffer any unlawful, improper or offensive use of the premises or any use or occupancy thereof contrary to the laws of the State of Florida or to such Ordinances of the City and/or County in which the demised premises are located, now or hereafter made, as may be applicable to the Lessee.

XVII Notices
All notices required to be served upon the Lessor shall be served by Registered or Certified Mail, Return Receipt Requested, at City of Cooper City, 9090 SW 50th Place, Cooper City, FL 33328 with a copy to Allen Francis Ruf, City Attorney, 2455 East Sunrise Blvd., Suite 609, Fort Lauderdale, FL 33304 and all notices required to be served upon the Lessee shall be served by Registered or Certified Mail, Return Receipt Requested, at the address of the Lessee at 2601 W. Broward Blvd., Ft. Lauderdale, FL 33312 to the attention of ContractLease Manager with a copy to the Department of Legal Affairs, 2601 W. Broward Blvd., Ft. Lauderdale, FL 33312.

XVIII Definition of Terms
1. The term "lease," "lease agreement," or "agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this lease.
2. The terms "Lessor" and "Lessee" shall include the successors and assigns for the parties hereto.
3. The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

XIX Additional Terms
(Check One)

☐ Any and all additional covenants or conditions appear on the attached.

☒ No additional covenants or conditions form a part of this lease.

XX Parking and Common Areas
The use and occupancy by the Lessee of the demised premises shall include the use in common with others entitled hereto of the automobile parking areas, driveways, pathways, entrance ways, means of ingress and egress, loading and unloading facilities, and other facilities. Lessor further agrees to maintain in good repair the parking areas and all common areas and to make any repairs necessitated by water seepage or by other causes not under tenant's control.
XXI. Lessor covenants and warrants that at the time of delivery or possession of the demised premises, the demised premises are in compliance with all applicable building, housing, health, safety and environmental laws, regulations and codes and that the demised premises are in a clean, safe and sanitary condition, in repair, free from rodents and vermin. Lessor shall make all repairs or changes which may be necessary to maintain the demised premises in compliance with applicable laws, ordinances, orders or regulations of any federal, state, county or municipal authority now or hereafter in effect.

XXII. Hurricane

Lessor shall be responsible for securing and preparing the demised premises for any hurricane or other emergency situations by agreeing to install hurricane shutters on the front section of the building.

XXIII. Indemnification

Lessor agrees to indemnify Lessee against any and all claims, debts, demands or obligations which may be made against Lessee arising by reason of any negligent acts or omissions of Lessor, its officers, agents or employees in respect to the common areas of the building controlled by Lessor or its maintenance obligations for the demised premises. If it becomes necessary for Lessee to defend any actions based upon Lessor's negligence or omissions seeking to impose any such liabilities, Lessor will pay all costs of court and reasonable attorneys' fees incurred by Lessee in such defense, in addition to any other sums which Lessee may be called upon to pay by reason of the entry of a judgment or decree against Lessee in a litigation in which such claim is asserted.

Lessee agrees to indemnify Lessor against any and all claims, debts, demands, causes of actions or obligations which may be made against Lessor arising by reason of Lessee's occupancy of or operations upon the demised premises or any negligence acts or negligent omissions of Lessee, its officers, agents or employees in respect to Lessor's possession or operation of the demised and leased premises. If it becomes necessary for the Lessor to defend any actions based upon Lessee's use or occupancy of the premises or Lessor's, its agents, employees or representative's acts of negligence or omissions or in liability sought to be imposed against the Lessor, Lessee will pay all cost of court and reasonable attorney fees incurred by Lessor in such defense, together with any of the sums which Lessee may be called upon to pay by reason of the entry of a judgment or decree against Lessor in a litigation in which such claim is asserted.

XXIV. Sovereign and immunity

Lessee and Lessor will at all times be entitled to the benefits of the limitations of sovereign immunity as provided in Florida Statutes, Section 768.28, and, common law. Nothing contained in this lease shall be construed as a waiver of Lessee's entitlement to sovereign immunity.

XXV. Radon Gas

As required by Florida Statutes Section 404.056(8), Lessor notifies Lessee as follows:

"RADON GAS: Radon is a naturally occurring radioactive gas that, once it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Additional information regarding Radon and Radon testing may be obtained from your County Health Unit."

XXVI. Miscellaneous Provisions

1. Amendment. No waiver or modification of this Lease or of any covenant, condition or limitation contained in the Lease shall be valid unless it is in writing and duly executed by both parties.

2. Governing Law. This Lease shall be governed and construed in accordance with the laws of the State of Florida. Venue of any actions shall be in Broward County, Florida.

3. Prevailing Party. In the event either Party brings an action against the other to enforce any condition or covenant of this Lease, the prevailing Party in such action shall be entitled to
recover their court costs and reasonable attorneys' fees in the judgment rendered in such action.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

ATTEST:

Susan Bernard
City Clerk

City of Cooper City

By: Susel Fardelmann, Mayor
Date: 1-13-04

By: Christopher Farrell, City Manager
Date: 1-13-04

Witness as to Lessee:

Kenneth C. Jenne, II, as Sheriff of Broward County (Lessee)

By: Kenneth C. Jenne, II, as Sheriff
Date: 

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

By: Department of Legal Affairs

H:\contract\Cooper City-Lease
AGREEMENT BY AND BETWEEN KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY, FLORIDA AND CITY OF COOPER CITY FOR LAW ENFORCEMENT AND FIRE/RESCUE SERVICES

EXHIBIT A

EMPLOYEE CENSUS
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<th>NAME</th>
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AGREEMENT BY AND BETWEEN KENNETH C. JENNE, II,
SHERIFF OF BROWARD COUNTY, FLORIDA
AND
CITY OF COOPER CITY
FOR
LAW ENFORCEMENT AND FIRE/RESCUE SERVICES

EXHIBIT B

ACCRUED LEAVES
(as of January 5, 2004)
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**LEAVE ACCRUAL AND USAGE REPORT**

**PAYROLL ENDING DATE: 01/04/04**

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AGREEMENT BY AND BETWEEN KENNETH C. JENNE, II,
SHERIFF OF BROWARD COUNTY, FLORIDA
AND
CITY OF COOPER CITY
FOR
LAW ENFORCEMENT AND FIRE/RESCUE SERVICES

EXHIBIT C

OPEN EMPLOYEE CLAIMS
EXHIBIT C

PENDING PERSONNEL ACTIONS
OPEN CLAIMS

Coffaro, Thomas - Police Officer - Officer Coffaro has submitted his request for retirement effective April 26, 2004. That request is based on a medical condition which has affect his ability to function as a police officer. However, Officer Coffaro offers significant potential for other duties and, were other non-sworn responsibilities to be identified, he could perform admirably in them.

Marinacci, Shannon - Dispatcher - Has been approved for leave under the Family Medical Leave Act. FMLA leave began on December 31, 2003 with the birth of her child and has been authorized until March 24, 2004.

Hill, Clyde - Police Officer - Officer Hill is presently on a Last Chance Agreement based on substandard performance. He currently serves as an at will employee and has no rights to appeal a termination given that he violates our Code of Conduct and General Orders in areas relevant to his Last Chance Agreement.

Beckman, Robert - Police Officer - Currently on Family and Medical Leave for the adoption of a child from Eastern Europe. Leave has been authorized from January 7, 2004 through February 16, 2004.

Miller, Donald - Police Officer - Subject to a Child Support Income Deduction Order (copy attached).

Greico, Vincent - Fire Lieutenant - Subject to a Child Support Income Deduction Order (copy attached).


Scorgie, Richard - Fire Lieutenant - Workers’ Compensation grievance. Insurance carrier controverted benefits, claiming neck problem is caused by congenital defect. Employees’ physicians claim it is only neck strain. Employee has engaged counsel to appeal carrier ruling.

Kon-Cerda, Jeraldine - Firefighter/Paramedic - Six weeks pregnant. No leave requested as yet.
**Tuition Reimbursement** Due for pre-authorized courses, pending final grades:

- Bartlett, Kevin, Fire Lieutenant $187.92
- Bickman, Charles, Driver-Engineer $189.67
- Bufalo, Michael, Firefighter/Paramedic $372.00
- Mock, Shawn, Firefighter/Paramedic $339.14
- Grimes, John, Police Officer $Pending

**Workers’ Compensation Claims – Open**

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* Possible toxic mold infection. Claim under investigation by insurance carrier.
IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO: 94-12250 (42/90) FMCE

IN RE: The Marriage of:

DEBORAH GREICO,
Petitioner/Former Wife,

and

VINCENT A. GREICO, JR.,
Respondent/Former Husband.

AGREED

INCOME DEDUCTION ORDER AND NOTICE TO PAYOR

TO: All Present and Future Employers of:

Vincent A. Greico, Jr.
7970 S.W. 24th Place, Apt. 203
Davie, FL 33324

YOU ARE HEREBY NOTIFIED that, pursuant to Florida law, you have the responsibilities and
rights set forth below with regard to the accompanying documents(s).

1. You are required to deduct from the income of the obligor the total amount of $507.69
biweekly, which includes: $1,100.00 per month for child support, $0.00, for arrearage for
retroactive child support, and $0.00, for the depository fee. Said payments shall commence
with the first paycheck in January, 1997.

2. Payments are to include the obligor's name, social security number, and depository number
(case number), and are to be made payable and sent directly:

DEBORAH GREICO
4806 S. W. 119th Ave.,
Cooper City, FL 33330

Oblige:
Deborah Greico

4806 S.W. 119th Ave.,
Cooper City, FL 33330

Obliarg:
Vincent A. Greico, Jr.
7970 S.W. 24th Place, Apt. 203
Davie, FL 33324:

3. You are required to begin making such deductions no later than the first payment date that
IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT, IN AND FOR BROWARD COUNTY, FLORIDA
Case No. 99-16416 PMCE 39 92
Division : (41/93)

BRCCA L. MILLER, Petitioner/Wife,

and

DONALD G. MILLER, Respondent/Husband.

AMENDED CHILD SUPPORT INCOME DEDUCTION ORDER

[ √ check all which apply, ∆ print all blanks that apply]

THIS COURT entered an order on June 9th, 2000, establishing support obligations owed by the obligor, DONALD G. MILLER whose social security number is , In compliance with section 61.1301, Florida Statutes.

IT IS ADJUDGED:

INCOME DEDUCTION: From all income due and payable to obligor , the following amounts shall be deducted:

A. ONGOING SUPPORT:

1. √ Child support of $240.00 [ √ one only]
each pay period: ___ weekly ___ biweekly ___ twice a month ___ monthly
2. ___ Day care expense of $ ______ [ √ one only]
each pay period: ___ weekly ___ biweekly ___ twice a month ___ monthly
3. ___ Spousal support of $ ______ [ √ one only]
each pay period: ___ weekly ___ biweekly ___ twice a month ___ monthly

B. PAST DUE SUPPORT/ARREARAGE: Payments of previously ordered support not paid.

1. ___ Child support of $ ______ [ √ one only]
each pay period: ___ weekly ___ biweekly ___ twice a month ___ monthly
2. ___ Spousal support of $ ______ [ √ one only]
each pay period: ___ weekly ___ biweekly ___ twice a month ___ monthly
3. TOTAL: $ ______ is past due.
4. INTEREST: of ______ % through ______
   Interest continues to accrue at the rate of 12% annually on the unpaid principal, or $ _______ per day.

C. RETROACTIVE SUPPORT: The court has ordered that the new support amount began on the date the petition asking for it was filed. Retroactive support is the difference between how much support was paid from the date the petition was filed to the date the order was entered and how much support would have been paid if the new amount had begun when the petition was filed.
1. Child support of $_________ [✓ one only]
each pay period: _______ weekly _______ biweekly _______ twice a month _______ monthly
2. Spousal support of $_________ [✓ one only]
each pay period: _______ weekly _______ biweekly _______ twice a month _______ monthly

3. TOTAL: $_________ is past due.

4. PAYMENT OF PAST DUE CHILD/SPOUSAL SUPPORT:
   An additional $_________ shall be withheld each pay period. [✓ one only]
   _______ weekly _______ biweekly _______ twice a month _______ monthly until full payment is made of this
   retroactive support.

D. PAST PUBLIC ASSISTANCE:

3. TOTAL: $_________ past public assistance was awarded in this matter and is due and owing.

4. PAYMENT OF PAST DUE CHILD/SPOUSAL SUPPORT:
   An additional $_________ shall be withheld each pay period. [✓ one only]
   _______ weekly _______ biweekly _______ twice a month _______ monthly until full payment is made of this
   past public assistance.

E. ATTORNEYS’ FEES AND COSTS: obligor has been ordered to pay to the payee’s attorney: MARK
A. SEFF, ESQ., 601 SOUTH FEDERAL HIGHWAY, HOLLYWOOD, FLORIDA 33020, attorneys’
fees arrearages in the amount of $1,400.00 and costs in the amount of $5.00 totaling $1,405.00.
If there is no support arrearage, this amount shall be withheld immediately. Immediately after support
arrearages in subsection (1)(b) are paid in full,

   [✓] ATTORNEY FEES ARREARAGES of $200.00 for seven biweekly (7) paychecks

   THEREAFTER, $46.15 shall be withheld biweekly for 39 months ($3,900.00 to be paid; adjustments
   may have to be made extending payment)

F. SERVICE FEE: Any depository service fees as provided in section 61.181, Florida Statutes shall be paid
with each payment. The amount of the service fee is 4% of the total payment, but not less than $1.25 nor
more than $5.25.

G. AMOUNT OF DEDUCTION: The total amount to be withheld [add (a)-(f) above] each pay period is
   * $440.00, or _______ 55% _______ 65% of the disposable income of the obligor, whichever is lower.

H. PLACE OF PAYMENT: The payor (obligor’s employer) shall make the total amount in (g) above
payable to and send it directly to:

   FLORIDA STATE DISBURSEMENT UNIT
   Street P.O. Box 8500
   City: Tallahassee State: Florida Zip: 32304-8500
   Telephone: 877-769-0251 Telefax: ______

   $440.00 for 7 biweekly paychecks, thereafter $286.15 biweekly for 39 months,
   and then $240.00 biweekly thereafter.

I. CONSUMER CREDIT PROTECTION ACT: The maximum amount to be deducted shall not exceed amounts allowed under section 303(b) of the Consumer Credit Protection Act, 15 U.S.C.
section 1673(b), as amended. The maximum amount to be deducted shall not exceed 50% of the
disposable income where there is a second family, 60% where there is not second family, and an
additional 5% of either limit if the arrearage equals or exceeds 12 weeks of support payments. A copy of the Consumer Credit Protection Act is attached to and made a part of this order.

J. EFFECTIVE DATE: This income deduction order shall become effective immediately OR shall be effective upon a delinquency in an amount equal to one month's support $_____. A Notice to Payor and a Statement of Rights, Remedies, and Duties of the Obligor are attached to and made a part of this order.

K. DURATION: This income deduction order supersedes any income deduction order that may have been entered earlier in this case. This order shall stay in effect unless and until it is changed by this court or until the support duty ends by operation of law.

L. ATTORNEYS' FEES: This court reserves jurisdiction for an award of attorneys' fees, costs, and suit money incurred by the payee regarding the entry of this order.

CONSUMER CREDIT PROTECTION ACT
GARNISHMENT RESTRICTIONS

(a) Except as provided in subsection (b) of this section, the total disposable earnings of a person for any workweek which can be garnished (kept from the obligor and sent directly to the payee) cannot be more than:

(1) 25% of obligor's disposable earnings for that week, or

(2) the amount by which obligor's disposable earnings for that week exceed 30 times the Federal minimum hourly wage prescribed by section 206(a) of Title 29 in effect at the time the earnings are payable, whichever is less. In the case of earnings for any pay period other than a week, the Secretary of Labor shall by regulation prescribe a multiple of the federal minimum hourly wage equivalent in effect to that set forth in paragraph (2).

EXCEPTIONS

(b)(1) The restrictions of subsection (a) of this section do not apply in the case of:

(A) any order for the support of any person issued by a court of competent jurisdiction or in accordance with an administrative procedure, which is established by state law, affords substantial due process, and is subject to judicial review.

(B) any order of any court of the United States having jurisdiction over cases under Chapter 13 of Title 12.

(C) any debt due for a state or federal tax.

(2) The total disposable earnings of a person for any workweek which can be garnished (kept from the obligor and sent directly to the payee) cannot be more than:

(A) when such individual is supporting a spouse or dependent child (other than a spouse or child with respect to whose support such order is issued), 50% of such individual's disposable earnings for that week; and

(B) when such individual is not supporting such a spouse or dependent child described in clause (A), 60% of such individual's disposable earnings for that week;

except that, with respect to the disposable earnings of any individual for any workweek, the 50% specified in clause (A) shall be deemed to be 55% and the 60% specified in clause (B) shall be deemed to be 65%, if and
to the extent that such earnings are subject to garnishment to enforce a support order with respect to a period which is prior to the twelve-week period which ends with the beginning of such workweek.

- Execution or enforcement of garnishment order or process is prohibited.

No court of the United States or any state, and no state (or officer or agency thereof), may make, execute, or enforce any order of process in violation of this section. 15 U.S.C. section 1673.

NOTICE TO PAYOR
[ √ check all which apply, # fill in all blanks that apply]

RE: Obligor's name: DONALD G. MILLER
SSN: 522-22-1288

YOU ARE HEREBY NOTIFIED:

1. Deduction from Obligor's income. You are required to begin an income deduction in compliance with the income deduction order entered by the court and pay that amount to the payee or the depository, whichever the court order setting support says to make payment to. A copy of that order and any notice of delinquency is enclosed for your payroll records. The amount actually deducted, plus all administrative charges, shall not be in excess of the amount allowed under section 303(b) of the Consumer Credit Protection Act, 15 U.S.C. section 1673(b). If payment is ordered through the court depository, payments shall be made payable to and sent it directly to:

CLERK OF COURT, CENTRAL DEPOSITORY
FLORIDA STATE DISBURSEMENT UNIT
Street: P.O. Box 8500
City: Tallahassee State: Florida Zip: 32314-8500
Telephone: 877-769-0251 Telefax:

Each payment must have the obligor's name and case number clearly written on it.

2. Effective Date. You must begin the income deduction no later than the first payment date which occurs more than 14 days after the date you get this notice.

3. Forward Payments. You must send to the payee or the court depository (whichever the court order says to send payments to), within 2 days after each payment date, the amount to be kept from the obligor's wages/income and a statement saying if the money sent pays all or part of the payment due as set out in the income deduction order or notice of delinquency, and giving the exact date the money was taken from the obligor's wages/income and sent to the payee directly or through the central depository.

4. Your Liability. If you do not take out the right amount of money from the obligor's wages/income, you are liable for the money you should have kept out, and costs, interest, and reasonable attorneys' fees.

5. Your Costs. You may take out and keep from the obligor's wages/income an additional $5.00 for the first deduction and $2.00 for each deduction after that to cover your administrative costs.

6. Duration. The income deduction order and this [ √ one only]
7. Duty to Report. Penalty if You Do Not. You must tell the _payee_ when you are no longer giving wages/income to the _obligor_. You must also give the obligor's last-known address, and the name and address of the obligor's new payor. _new employer_, if known. You face a civil penalty not to exceed $250.00 for the first violation and $500.00 for any violation after that if you do not give tell the payee/depository obligor's new payor/employer if you know it. Penalties shall be paid to the payee.

8. Duty to Cooperate. Penalty if You Do Not. You may not discharge/fire, refuse to employ, or take disciplinary action against an obligor because of an income deduction order. You face a civil penalty not to exceed $200.00 for the first violation or $500.00 for any violation after that. Penalties shall be paid to the payee if any support is owing. If no support is owing, the penalty shall be paid to the obligor.

9. Obligor's Rights. The obligor may bring a civil action against you if you refuse to employ the obligor, discharge the obligor, or otherwise discipline the obligor because of an income deduction order. The obligor is entitled to reinstatement and all wages and benefits lost, plus reasonable attorneys' fees and costs.

10. Priority Under Law. The income deduction order has priority over all other legal processes under state law pertaining to the same income. Payment in compliance with the income deduction order is a complete defense by you against any claims of the obligor or obligor's creditors as to the sums paid.

11. Your Convenience. When you get income deduction orders requiring that the income of 2 or more obligors be deducted and sent to the same depository, you may combine the amounts that are to be paid to the depository in a single payment as long as you clearly identify the portion of the payment that is for each obligor.

12. Conflict. If you receive more than one income deduction order against the same obligor, contact the court for further instructions.

**STATEMENT OF RIGHTS, REMEDIES, AND DUTIES IN REGARD TO INCOME DEDUCTION ORDER**

A. Fees of $________ shall be imposed. Interest of $________ shall be imposed.

B. UNTIL the total arrearage, retroactive support, interest, costs and fees are paid in full

$________ shall be deducted from each pay period. [√ one only]

weekly _ biweekly _ twice a month _ monthly.

AFTER all of those amounts are paid in full

* $440.00, or _55% _ 65% of the disposable income of the obligor, whichever is lower.

H. PLACE OF PAYMENT: The payor (obligor's employer) shall make the total amount in (g) above payable to and send it directly to:
$440.00 for 7 biweekly paychecks, thereafter $286.15 biweekly for 39 months, and then $240.00 biweekly thereafter.

The amounts deducted may not be in excess of that allowed under section 303(b) of the Consumer Credit Protection Act, 15 U.S.C. section 1673(b), as amended.

C. The income deduction order applies to current and subsequent payors and periods of employment.

D. A copy of the income deduction order will be served on the obligor's payor or payors.

E. Enforcement of the income deduction order may be contested only on the ground of mistake of fact regarding the amount of support owed pursuant to a support order, the arrangement, or the identity of the obligor.

F. The obligor is required to notify the payee within 7 days of changes in the obligor's address and payors and the addresses of his payors.

O N E  and ORDERED in BROWARD County, Florida, on (date)  

LINDA L. VITALE  
CIRCUIT JUDGE  JUL 20 2001  
A TRUE COPY  

Petitioner or their attorney (if represented)  
Name: MARK A. SEPP, ESO  
Address: 601 South Federal Highway  
Hollywood, Florida 33020  
City State Zip  
Telephone No. (954) 920-9220  
Telefax No. (954) 920-2440  

Clerk of the Central Depository  
Name:  
Address:  
City State Zip  
Telephone No.  
Telefax No.  

Respondent or their attorney (if represented)  
Name: DONALD G. MILLER  
Address: 4560 SE 88th Terrace  
Cooper City, Florida 33328  
City State Zip  
Telephone No.  
Telefax No.  

Payer or their attorney (if represented)  
Name: City of Cooper City, Finance Department  
Attention: Cindy Darahak  
Address: P.O. Box 99010  
Cooper City, Florida 33328-3910  
City State Zip  
Telephone No. (954) 434-4300 ext. 222  
Telefax No. (954) 434-5099  

Payor or their attorney (if represented)  
Name:  
Address:  
City State Zip  
Telephone No.  
Telefax No.  

Include name, SS#, Case #, County and current address.
ORDERS 220-171

Following order is amended as indicated.

So much of: Orders 035252 this Msg dated 05 February 2003

Pertaining to:

MOB for PHILIP LEBON S
(VKERA-703) 400 S W 24TH ST

As reads: 03 FEB 03 TO 02 FEB 03
How changed: 03 FEB 03 TO 09 JUN 04
Auth: TITLE 10, UDC 123102

FOR THE ADJUTANT GENERAL:

DISTRIBUTION:
1-DPCA/2-DESPO/1-UNIT
1-INDIV/26-MOB STA
1-HDQA DMO-OD-AOC

TOTAL P. 01
DEPARTMENTS OF THE ARMY AND THE AIR FORCE
FLORIDA NATIONAL GUARD
Office of the Adjutant General
St. Francis Barracks, P. O. Box 1008
St. Augustine, Florida 32085-1008

ORDERS P035-252
February 2003

PHILLIP LEON SEAN
SGT5 743 CS CO
MAINT FWD DS, FL ARNG (WVKQAA - 703) FT LAUDERDALE, FL 333152641

You are ordered to active duty as a member of your Reserve Component for the period indicated unless sooner released or extended. Proceed from your current location in sufficient time to report by the date specified. You enter active duty upon reporting to your home station.

Report to: 743 CS CO MAINT FWD DS, FL ARNG (WVKQAA - 703) FT LAUDERDALE, FL 333152641
at 0800 HRS, 03 FEBRUARY 2003
Further report to MOB Station, FORT STEWART, GA. on 09 FEBRUARY 2003.
Period of active duty: 365 days
Purpose: Mobilization in support of OPERATION NOBLE EAGLE / ENDURING FREEDOM
Mobilization category code: G
Additional Instructions:
(a) You are ordered to active duty with the consent of the Governor of Florida.
(b) Travel by POV is not authorized. Rental car is not authorized.
(c) Non-temporary storage of household goods is authorized.
(d) Excess accompanied baggage is authorized.
(e) Government quarters and mess will be used when available.
(f) Security Clearance: F
(g) Commercial transportation authorized.
(h) Soldier will mobilize with the following equipment: Protective mask, Individual Weapon,
   and Organizational Clothing Issue and Equipment.
    (i) Soldier must have copies of marriage license, birth certificates of children,
   rental or mortgage agreements and other documents necessary for pay entitlements to be
   processed by the MOB station.

FOR ARMY USE:
Authority: DA MOB ORDER 300-03 OPS NOBLE EAGLE/ENDURING FREEDOM (TITLE 10,
USC 12302)
Aud Class: ENDURING FREEDOM ACCOUNT CODES
| MPA Officer: 21 3 2010.0000 01-1100 P1W1C00 11**/12** VFRE F3203 5570 |
| S99999 | MPA Enlisted: 21 3 2010.0000 01-1100 P2W2C00 11**/12** VFRE F3203 5570 |
| S99999 | NOBLE EAGLE ACCOUNT CODES |
| MPA Officer: 21 3 2010.0000 01-1109 P1W1A00 11**/12** VTER F9FP2 5570 |
DEPARTMENTS OF THE ARMY AND THE AIR FORCE
FLORIDA NATIONAL GUARD
Office of the Adjutant General ———
St. Francis Barracks, P. O. Box 1008
St. Augustine, Florida 32084-1008

ORDERS P035-252
February 2003

PHILLIP LEON SEAN SGT5 743 CS CO MAINT FWD DS, FL ARNG (WVKQAA - 703) FT LAUDERDALE, FL 333152641

You are ordered to active duty as a member of your Reserve Component for the period indicated unless sooner released or extended. Proceed from your current location in sufficient time to report by the date specified. You enter active duty upon reporting to your home station.

Report to: 743 CS CO MAINT FWD DS, FL ARNG (WVKQAA - 703) FT LAUDERDALE, FL 333152641 at 0900 HRS, 03 FEBRUARY 2003
Further report to MOB Station, FORT STEWART, GA. on 09 FEBRUARY 2003.
Period of active duty: 365 days
Purpose: Mobilization in support of OPERATION NOBLE EAGLE / ENDURING FREEDOM

Mobilization category code: G

Additional Instructions:
(a) You are ordered to active duty with the consent of the Governor of Florida.
(b) Travel by POV is not authorized. Rental car is not authorized.
(c) Nontemporary storage of household goods is authorized.
(d) Excess accompanied baggage is authorized.
(e) Government quarters and mess will be used when available.
(f) Security Clearance: F
(g) Commercial transportation authorized.
(h) Soldier will mobilize with the following equipment: Protective mask, Individual Weapon, and Organizational Clothing Issue and Equipment.
(i) Soldier must have copies of marriage license, birth certificates of children, rental or mortgage agreements and other documents necessary for pay entitlements to be processed by the MCB station.

FOR ARMY USE:
Authority: DA MCB ORDER 300-03 OPS NOBLE EAGLE/ENDURING FREEDOM (TITLE 10, USC 12302)
Account Class:
ENDURING FREEDOM ACCOUNT CODES
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NOBLE EAGLE ACCOUNT CODES
MPA Enlisted: 21 3 2010.0000 01-1100 P2W2000 11**/12** VFre F3203 5570

S99999
MPA Officer: 21 3 2010.0000 01-1100 P1W1A00 11**/12** VTER F9FP2 5570
SEX: M
PMOS/AOC/ASI/LIC: 35N2O
HOR: 3780 NW 113TH AVE, SUNRISE, FL 33323
DOR: 20010305
PEBD: 18881205
Comp: ARNGUS
Format: 165

FOR THE ADJUTANT GENERAL:

DISTRIBUTION:
1-DPCA 2-USPFO 1-UNIT
1-Indiv 20-Mob Sta
Personnel
1-HQDA DAMO-OD-AOC

HQ, FLARNG
OFFICIAL

DANIEL J. TAYLOR
COL, FI, FLARNG
Deputy Chief of Staff,
DEPARTMENTS OF THE ARMY AND THE AIR FORCE
FLORIDA NATIONAL GUARD
Office of the Adjutant General
St. Francis Barracks, P. O. Box 1008
St. Augustine, Florida 32085-1008

ORDERS P035-262
February 2003

PHILLIP LEON SEAN
SGT 743 CS CO MAINT FWD DS, FL ARNG (WVKQAA - 703) FT LAUDERDALE, FL 333152641

You are ordered to active duty as a member of your Reserve Component for the period indicated unless sooner released or extended. Proceed from your current location in sufficient time to report by the date specified. You enter active duty upon reporting to your home station.

Report to: 743 CS CO MAINT FWD DS, FL ARNG (WVKQAA - 703) FT LAUDERDALE, FL 333152641
at 0800 HRS, 03 FEBRUARY 2003
Further report to MOB Station, FORT STEWART, GA. on 09 FEBRUARY 2003.
Period of active duty: 365 days
Purpose: Mobilization in support of OPERATION NOBLE EAGLE / ENDURING FREEDOM

Mobilization category code: G

Additional Instructions:
(a) You are ordered to active duty with the consent of the Governor of Florida.
(b) Travel by POV is not authorized. Rental car is not authorized.
(c) Nontemporary storage of household goods is authorized.
(d) Excess accompanied baggage is authorized.
(e) Government quarters and mess will be used when available.
(f) Security Clearance: F
(g) Commercial transportation authorized.
(h) Soldier will mobilize with the following equipment: Protective mask, individual weapon, and organizational clothing issue and equipment.
(i) Soldier must have copies of marriage license, birth certificates of children, rental or mortgage agreements and other documents necessary for pay entitlements to be processed by the MOB station.

FOR ARMY USE:
Authority: DA MOB ORDER 300-03 OPS NOBLE EAGLE/ENDURING FREEDOM (TITLE 10, USC 12302)

Acct Class:
ENDURING FREEDOM ACCOUNT CODES
MPA Officer: 21 3 2010.0000 01-1100 P1W1C00 11**/12** VFRE F3203 8570
S99999
MPA Enlisted: 21 3 2010.0000 01-1100 P2W2C00 11**/12** VFRE F3203 8570
S99999

NOBLE EAGLE ACCOUNT CODES
MPA Officer: 21 3 2010.0000 01-1100 P1W1A00 11**/12** VTER F99FP 9570
S99999
Sex: M
PMOS/AOC/ASU/LIC:35N20
HOR: 3780 NW 113TH AVE, SUNRISE, FL 33323
DOR:20010305
PEBD:19081205
Comp: ARNGUS
Format: 165
FOR THE ADJUTANT GENERAL:

DISTRIBUTION:
1-DPCA 2-USPFO 1-UNIT
1-Indiv 20-Mob Sta
Personnel
1-HQDA DAMO-OD-AOC

\HQ, FISNSG/
\OFFICIAL/
\Daniel J. Taylor
COL, FF, FLARNG
Deputy Chief of Staff,
COOPER CITY FIRE-RESCUE Memorandum

To: Susan Bernard, Director of Administrative Services

From: Fire Chief Joseph R. Lello

Date: February 10, 2003

Subject: Pay – Firefighter Leon S. Phillip – Active Duty

Attached is a copy of the Military Basic Pay Scale, effective January 1, 2003, which pertains to Firefighter Leon S. Phillip. The highlighted area shows the monthly pay for an E5 as $2,283.30. I have also included a photo copy of Firefighter Leon S. Phillip’s latest pay stub. The first monthly payment from active duty will begin on March 1, 2003.

Based on fire department calculations, as requested by the City Manager, Firefighter Leon S. Phillip should receive full pay, for thirty days, if the City of Cooper City follows the Military Compensation Law outlined in Governor Bush’s Resolution to assist National Guard and Reservists. The pay periods ending 2/16/03 and 3/2/03 would meet the intent of the Resolution by giving Firefighter Leon S. Phillip full pay status for the first thirty days of activation. Firefighter Leon S. Phillip was activated on February 3, 2003.

Subsequent to full-pay status for the first thirty days of activation, based on the above listed pay periods, the City of Cooper City would pay the difference between the monthly military pay and city pay and any other compensation, such as pension contributions, as calculated by the Director of Administrative Services.

cc: City Manager, Christopher J. Farrell
DVP Kevin Donnelly, District 8, Local 3080
File
TO WHOM IT MAY CONCERN

SUBJECT: Mobilization

1. This letter is to inform that the following soldier listed below is Activated on 2 February 2003 with the Florida Army National Guard.

<table>
<thead>
<tr>
<th>NAME</th>
<th>SSN</th>
<th>RANK</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phillip Leon</td>
<td></td>
<td>Sgt E-5</td>
</tr>
</tbody>
</table>

Monthly Base Pay for E-5 Sgt: $283.30

2. The following dates are subject to change without notice. Soldier will be informed as early as possible to allow for planning and your action.

3. If any questions concerning this matter should arise, please feel free to contact SGT Robles or the undersigned at (954) 467-5927 between 8:00 am - 5:00 pm Monday thru Friday.

KENNETH G. HARRIS
CPT, OD, FLARNG
COMMANDING

*First Monthly payment from Active duty will begin on March 1, 2003.*
Leon Phillip has a Tuesday K-day

February 2003:

2/2/2003
2/5/2003
2/8/2003
2/11/2003 K-day
2/14/2003
2/17/2003
2/20/2003
2/23/2003
2/26/2003

Equals 8 shifts/2 payperiods of 96 hours
## PAYROLL CHECK

**Date:** 02/04/03  
**Check Number:** 084529  
**Amount:** VOID

---

**LEON S PHILLIP**

**COPY**  **COPY**  **COPY**  **COPY**  **COPY**

---

**NON-NEGOTIABLE**  
**NON-NEGOTIABLE**  
**RESERVED TWO SIGNATURES**

---

### CURRENT EARNINGS

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<td>SICK HOURS USED</td>
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### YEAR TO DATE EARNINGS

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### CURRENT DEDUCTIONS

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### TOTAL EARNINGS

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### TOTAL DEDUCTIONS

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---

**City of Cooper City**  
9090 SW 50th Pl.  
Cooper City, FL 33338  
(954) 434-4300

---

**NON-NEGOTIABLE**  
**NON-NEGOTIABLE**  
**RESERVED TWO SIGNATURES**

---

**COPY**  **COPY**  **COPY**  **COPY**  **COPY**

---
Memo

To: Christopher J. Farrell, City Manager

From: Susan Bernard, Director of Administrative Services

Date: January 15, 2003

Re: Military Leave Policy

As we discussed, please find attached hereto a copy of the City's official military leave policy for reservists, which meets the requirements of Federal law. However, as you may recall, we had an employee called up for active duty for several months during the first Gulf War. When he returned, the City Commission directed that he be given full pay (the difference between his City pay and his military pay, which he had to provide a pay stub) and full paid benefits, including health coverage, etc. Additionally, since the employee was on full pay status for the entire length of his military leave, his seniority and pension membership were unaffected by the leave.

I understand that there are two members of the Fire Department who have been notified that they will be called up to active duty, so we may need to re-visit this policy with the City Commission.

sb

CC: [Redacted]

To: Fire Chief
F. Leaves with Pay:

1. **Military Leave:** Any permanent employee who is a member of any United States military reserve or National Guard unit, or is a member of the Florida National Guard, and is required to engage in training exercises will be granted military leave without loss of pay for time spent in active military service, field training or other military duty required by law, for a period not to exceed seventeen (17) consecutive days in any one calendar year.

Employees who request such leave must present their superiors with appropriate military service orders not later than two (2) weeks prior to the scheduled date of departure. This special leave with pay shall not be granted to an employee if he voluntarily extends the training time or if he is required to spend additional training time caused by excessive absences to reserve meetings during the preceding year. Military leave, when granted, will not be deducted from any other leave earned by the employee.

2. **Civil Leave:** When an employee's attendance in court is required under legal process this shall be considered sufficient cause for leave of absence with pay; however, in the event of any compensation received for jury duty, the employee shall not, in the aggregate, receive more than his regular pay, provided further that, such leaves of absence shall be without pay for an employee who is a defendant in a civil or criminal action or plaintiff or complainant in a civil or criminal action not associated with or arising out the City's business or affairs.

Time off for jury duty shall not be included in computation or hours necessary to qualify for overtime compensation. Such leave shall not be deducted from any other leave earned by the employee.

3. **Official Leave:** The City Manager may grant requests for leave of absence with pay for the purpose of having employees attend professional meetings, technical conferences, short term courses, seminars in matters relating to official duties, or for other valid purposes. Such leave shall not be deducted from any other leave earned by the employee. Approval must be obtained prior to taking the leave.
Departing service members must be treated as if they are on a leave of absence. Consequently, while they are away they must be entitled to participate in any rights and benefits not based on seniority that are available to employees on nonmilitary leaves of absence, whether paid or unpaid. If there is a variation among different types of nonmilitary leaves of absence, the most favorable treatment must be accorded the service member.

The returning employees shall be entitled not only to nonseniority rights and benefits available at the time they left for military service, but also those that became effective during their service.

**Forfeiture of rights.** Section 4316(b)(2)(A)(ii). If, prior to leaving for military service, an employee knowingly provides clear written notice of an intent not to return to work after military service, the employee waives entitlement to leave-of-absence rights and benefits not based on seniority.

At the time of providing the notice, the employee must be aware of the specific rights and benefits to be lost. If the employee lacks that awareness, or is otherwise coerced, the waiver will be ineffective.

Notices of intent not to return can waive only leave-of-absence rights and benefits. They cannot surrender other rights and benefits that a person would be entitled to under the law, particularly reemployment rights.

**Funding of benefits.** Section 4316(b)(4). Service members may be required to pay the employee cost, if any, of any funded benefit to the extent that other employees on leave of absence would be required to pay.

**Pension/retirement plans**

Pension plans, Section 4316, which are tied to seniority, are given separate, detailed treatment under the law. The law provides that:

- **Section 4318(a)(2)(A).** A reemployed person must be treated as not having incurred a break in service with the employer maintaining a pension plan;
- **Section 4318(a)(2)(B).** Military service must be considered service with an employer for vesting and benefit accrual purposes;
- **Section 4318(b)(1).** The employer is liable for funding any resulting obligation; and
- **Section 4318(b)(2).** The reemployed person is entitled to any accrued benefits from employee contributions only to the extent that the person repays the employee contributions.
Covered plan. Section 4318. A "pension plan" that must comply with the requirements of the reemployment law would be any plan that provides retirement income to employees until the termination of employment or later. Defined benefits plans, defined contribution plans, and profit sharing plans that are retirement plans are covered.

Multi-employer plans. Section 4318(b)(1). In a multi-employer defined contribution pension plan, the sponsor maintaining the plan may allocate among the participating employers the liability of the plan for pension benefits accrued by persons who are absent for military service. If no cost-sharing arrangement is provided, the full liability to make the retroactive contributions to the plan will be allocated to the last employer employing the person before the period of military service or, if that employer is no longer functional, to the overall plan.

Within 30 days after a person is reemployed, an employer who participates in a multi-employer plan must provide written notice to the plan administrator of the person's reemployment. (4318(c))

Employee contribution repayment period. Section 4318(b)(2). Repayment of employee contributions can be made over three times the period of military service but no longer than five years.

Calculation of contributions. Section 4318(b)(3)(A). For purposes of determining an employer's liability or an employee's contributions under a pension benefit plan, the employee's compensation during the period of his or her military service will be based on the rate of pay the employee would have received from the employer but for the absence during the period of service.

Section 4318(b)(3)(B) If the employee's compensation was not based on a fixed rate, the determination of such rate is not reasonably certain, on the basis of the employee's average rate of compensation during the 12-month period immediately preceding such period (or, if shorter, the period of employment immediately preceding such period).

Vacation pay Section 4316(d).

Service members must, at their request, be permitted to use any vacation that had accrued before the beginning of their military service instead of unpaid leave. However, it continues to be the law that service members cannot be forced to use vacation time for military service.

Health benefits Section 4317

The law provides for health benefit continuation for persons who are absent from work to serve in the military, even when their employers are not covered by COBRA. (Employers with fewer than 20 employees are exempt for COBRA.) Section 4317(a)(1).
Governor Bush Offers Resolution to Assist National Guard and Reservists

Florida Cabinet Votes to Supplement Pay of State Employees Who Are Called to Duty

For Immediate Release
Tuesday, September 25, 2001

Contact:
Kati Baur
(850) 488-5394 or
David Bishop
(850) 487-2568

TALLAHASSEE Governor Jeb Bush today offered a resolution requiring all state agencies to guarantee that employees serving in the Florida National Guard and Reservists will not be faced with a cut in pay while they are on active duty in the aftermath of the terrorist attacks. The Cabinet unanimously passed the resolution.

The Military Compensation Law is permissive in that it does not require, but allows, state and local government employees to receive their full civilian pay in addition to their military pay for their first 30 days of active duty. After the initial 30 days, the law allows those on active duty to receive the necessary pay to fill any gap between their military and civilian pay. Today's action requires state agencies to implement both provisions of the law.

"The men and women who serve our country in times like these bear a heavy burden, as do their families. The compensation they receive while on duty often does not equal the pay of their civilian jobs," said Governor Bush. "The Military Service Compensation Law addresses this problem, and this resolution makes it clear that we will stand by our military personnel. I also want to encourage local governments and private employers who are able, to join us in supporting those serving their country by doing the same."

In the aftermath of the September 11 terrorist attacks, approximately one-third of the Florida National Guard has been called up for active duty, along with a number of Reservists around the state.

RESOLUTION

WHEREAS, the United States of America was founded on the principles of liberty, freedom, and justice for all; and

WHEREAS, throughout history, American soldiers have been called upon to defend these principles both at home and throughout the world; and

WHEREAS, on September 11, 2001 the United States was subject to acts of war perpetuated against civilians by terrorists; and

WHEREAS, in response to these acts of terror, the President of the United States has called upon reserves of the Armed Forces of the United States and members of the National Guard to protect America's citizens and her freedoms; and

WHEREAS, many of these American soldiers called to duty to defend our liberties are full-time state employees whose civilian pay exceeds their military compensation; and

WHEREAS, the families of these soldiers, defending liberties enjoyed by all, may now be facing undue financial hardship in addition to the pain of separation; and

WHEREAS, the Florida Legislature has provided in sections 115.09 and 115.14, Florida Statutes, that all officials and employees of the state, counties and municipalities or political subdivisions of the state, may receive full civilian pay in addition to their military pay for the first 30 days of their active duty, and may thereafter receive the pay necessary to raise their military pay to the level of their civilian pay and continue their existing benefits.

NOW, THEREFORE, BE IT RESOLVED that the Governor and Cabinet of the State of Florida do hereby direct all agencies under their jurisdiction to implement the provisions of Florida's Military Service Compensation Law for all employees called to active duty as a result of these terrorist acts. The Governor and Cabinet of the State of Florida strongly encourage the counties, municipalities and political subdivisions of the state to likewise implement the provisions of the reservist compensation law for their employees. The Governor and Cabinet of the State of Florida encourage private employers, to the extent they are able, to take similar actions to make whole those people called to active duty as a result of this terrorist attack. Additionally, all agencies under the Governor and the Cabinet of the State of Florida's jurisdiction are directed to consider additional actions that may be warranted.

IN TESTIMONY WHEREOF the Governor and Cabinet of the State of Florida have hereunto subscribed their names and have caused the official seal of the State of Florida to be hereunto affixed in the City of Tallahassee this 25th day of September 2001.

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Privacy Statement

REQUEST FOR TUITION REIMBURSEMENT

TO: Christopher J. Farrell, City Manager
FROM: Instructor Michael Guelke
SUBJECT: Request For Tuition Reimbursement

It is requested that approval be granted for my enrollment and attendance in the
below listed educational program and that tuition fees be reimbursed upon my successful
completion of the course(s).

Brief description of course(s): College Level English & Public Speaking

School ACC  Course(s) ENG 101 + ENG 102
Hours of Attendance 16 hrs/week Approx. Tuition Costs $172
Term Starts Jan 01 Term Ends May 01

The above program conforms with the provisions of Section 3.04 of the City’s Manual
of Personnel Policies for the following reasons: Approved for Degree

Employees who desire to use the tuition reimbursement benefit to pursue Associate’s
Bachelor’s, and Master’s degrees shall submit their course outline prior to sub-
mmission of this request to their Department Head and City Manager for their approval.

NOTE: I understand and agree that if I voluntarily terminate or am involuntarily
terminated from my employment with the City within six (6) months following the
completion of any eligible educational or training program for which I had received
a refund, I will immediately repay the City the full amount, and if I fail to do
so, the City may deduct the amount from any salary or wages due me.

[Signature] [Date]

Immediate Supervisor  [Date]

Applicant: [Name]

City Manager  [Date]
REQUEST FOR TUITION REIMBURSEMENT

TO: Christopher J. Farrell, City Manager
FROM: Paul Best
SUBJECT: Request For Tuition Reimbursement

It is requested that approval be granted for my enrollment and attendance in the below listed educational program and that tuition fees be reimbursed upon my successful completion of the course(s).

Brief description of course(s) (last class for A.S. degree)

School: BCED
Course(s): PSY 2012

Hours of Attendance: 40
Approx. Tuition Costs: 197.92

Term Starts: 1/12/04
Term Ends: 5/14/04

The above program conforms with the provisions of Section 8.04 of the City's Manual of Personnel Policies for the following reasons: For A.S. Degree Fire Science

Employees who desire to use the tuition reimbursement benefit to pursue Associate's Bachelor's and Master's degrees must submit their course outline prior to submission of this request to their Department Head and City Manager for their approval.

NOTE: I understand and agree that if I voluntarily terminate or am involuntarily terminated from my employment with the City within six (6) months following the completion of any eligible educational or training program for which I had received a refund, I will immediately repay the City a like amount, and if I fail to do so, the City may deduct the amount from any salary or wages due me.

[Signature of Employee] [Date]

[Immediate Supervisor] [Date] Approved
[Department Head] [Date] Approved
[City Manager] [Date] Approved
REQUEST FOR TUITION REIMBURSEMENT

TO: Christopher J. Farrell, City Manager
FROM: DE Charles R. Buckman

SUBJECT: Request For Tuition Reimbursement

It is requested that approval be granted for my enrollment and attendance in the
below listed educational program and that tuition fees be reimbursed upon my successful
completion of the course(s).

Brief description of course(s) Body Systems class discussing
all parts + functions of the Human Body

School  BCC  Course(s)  EMS 2010
Hours of Attendance 3.0 credit hours
Approx. Tuition Costs  $104.43 week $189.67
Term Starts  1/7/04  Term Ends  5/7/04

The above program conforms with the provisions of Section B.04 of the City's Manual
of Personnel Policies for the following reasons: Last class needed for BS
Degree in Emergency Medicine.

Employees who desire to use the tuition reimbursement benefit to pursue Associate’s
Bachelor's and Master's degrees must submit their course outline prior to sub-
mission of this request to their Department Head and City Manager for their approval.

NOTE: I understand and agree that if I voluntarily terminate or am involuntarily
terminated from my employment with the City within six (6) months following the
completion of any eligible educational or training program for which I had received
a refund, I will immediately repay the City a like amount, and if I fail to do
so, the City may deduct the amount from any salary or wages due me.

[Signature of Employee]  1/7/04

[Immediate Supervisor]  [Approved]  [Date]

[Department Head]  [Approved]  [Date]

[City Manager]  [Approved]  [Date]
REQUEST FOR TUITION REIMBURSEMENT

TO: Christopher J. Farrell, City Manager

FROM: [Redacted]

SUBJECT: Request For Tuition Reimbursement

It is requested that approval be granted for my enrollment and attendance in the
below listed educational program and that tuition fees be reimbursed upon my successful
completion of the course(s).

Brief description of course(s) (Body System studies the structure and function of the
human body. Psychology studies the emotional aspects of human behavior.)

School: RCC
Course(s): EMS 2010 (Body System), PSY 2012

Hours of Attendance: 40/hour/1st term
Approx. Tuition Costs: $39.14

Term Starts: 1/7/04
Term Ends: 5/20/04

The above program conforms with the provisions of Section 8.04 of the City's Manual
of Personnel Policies for the following reasons: Required A- completion

Employees who desire to use the tuition reimbursement benefit to pursue Associate's
Bachelor's and Master's degrees must submit their course outline prior to sub-
mission of this request to their Department Head and City Manager for their approval.

NOTE: I understand and agree that if I voluntarily terminate or am involuntarily
terminated from my employment with the City within six (6) months following the
completion of any eligible educational or training program for which I had received
a refund, I will immediately repay the City a like amount, and if I fail to do
so, the City may deduct the amount from any salary or wages due me.

[Signature of Employee]

Immediate Supervisor: [Redacted]
Date: 1/3/04

[Signature of Employee]

Department Head: [Redacted]
Date: 1/5/04

City Manager: [Redacted]
Date: 1/5/04

[Signature of Employee]

Date: [Redacted]

Approved
Disapproved

Approved
Disapproved

Approved
Disapproved
FIRST REPORT OF INJURY OR ILLNESS

PLAINTIFF EMPLOYMENT SECURITY
DIVISION OF WORKERS' COMPENSATION

For assistance call 1-800-342-7741
of contact your local SAU Office

PLAINTIFF OR TYPE

wayne 347-7702

EMPLOYER INFORMATION

Social Security Number: 12-10-03

DATE OF OCCURRENCE: 12-10-03

EMPLOYER INFORMATION

WAYNE JOSHD SCULLY

ADDRESS: 103 S. 9TH STREET

COOPER CITY, FL 33026

PHONE: 954-455-3000 X 199

DATE OF BIRTH: 10/18/64

COMPANY NAME: City of Cooper City

POLICY NUMBER: NSIF 28

MUNICIPAL: NSIF 28

DATE EMPLOYED: 12-10-03

LAST DATE EMPLOYED: 12-10-03

RETURNED TO WORK: Yes

DATE OF DEATH (if applicable): 12-10-03

AGREE WITH DESCRIPTION OF ACCIDENT: Yes

LOCATION OF ACCIDENT: 15260 Sw Gilmour Rd. (Michie Gas Station)

DATE OCCURRED: 12-10-03

NUMBER OF HOURS PER DAY: 12

NUMBER OF HOURS PER WEEK: 40

DATE FIRST REPORTED (MONTH/DATE/YEAR): 12-10-03

DATE OF OCCURRENCE: 12-10-03

AUTHORIZED BY EMPLOYER: Yes

REMARKS:

CAUSE OF INJURY: Strained Right Knee

WON'T OCCUR?

LD - WEEK ME1
**INCIDENT/INVESTIGATION REPORT**

**Date/Time Reported:** 12/10/2003 09:10 Wed

**Location of Incident:** 12209 Griffin Rd, Cooper City 33331

**Premise Type:** Gas Station

**Zone/Tract:** Z4

**Nature of Incident:**
- Crime Incident(s):
  - Weapon/Tools: NOT APPLICABLE
  - Entry/Exit: Security
  - Activity: Security

**VICTIM:**

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<thead>
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<th># of Victims</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</table>

**Injured Person (Last, First, Middle):**

<table>
<thead>
<tr>
<th>Victim/Business Name (Last, First, Middle)</th>
<th>Date of Crime</th>
<th>DOB</th>
<th>Race</th>
<th>Sex</th>
<th>Relationship to Offender</th>
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<tbody>
<tr>
<td>ALLOY, WAYNE</td>
<td>10/18/1964</td>
<td>30</td>
<td>W</td>
<td>M</td>
<td></td>
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</tbody>
</table>

**Employer Name/Address:**

<table>
<thead>
<tr>
<th>Home Address</th>
<th>Employer Name/Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>10580 Sterling Rd, Cooper City, FL</td>
<td>City Of Cooper City, 9000 Sw 30 Pl (POLICE OFFICER)</td>
</tr>
</tbody>
</table>

**Property:**

<table>
<thead>
<tr>
<th>Code</th>
<th>Property Description</th>
<th>Make/Model</th>
<th>Serial Number</th>
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</table>

**OIC/ID:**

<table>
<thead>
<tr>
<th>Officer/ID</th>
<th>Inventory ID</th>
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</thead>
<tbody>
<tr>
<td>ALLOY, W. J. (PATR, SGT)</td>
<td>1199</td>
</tr>
</tbody>
</table>

**Supervisor:**

<table>
<thead>
<tr>
<th>Name/Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALLOY, W. J. (PATR, SGT)</td>
</tr>
</tbody>
</table>

**Case Disposition:**

<table>
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<tr>
<th>Status</th>
<th>Case Status</th>
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<tbody>
<tr>
<td>Closed</td>
<td>Service</td>
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</tbody>
</table>

**Page:** 1

12/10/2003 09:10 Wed
### DRUGS

<table>
<thead>
<tr>
<th>Status</th>
<th>Quantity</th>
<th>Type Moisture</th>
<th>Suspected Type</th>
<th>Up to 3 types of activity</th>
</tr>
</thead>
</table>

Assigning Officers

Suspect Hair / Body Mounted: None

Officer twisted knee.

Draft Only
On December 10, 2003 at approximately 0030 hour, Sgt. Alloy was assisting with an arrest at the Mobile Gas Station, 12200 Griffin Rd., Cooper City. Sgt. Alloy had a handcuffed subject that was on the ground and needed to stand up. Sgt. Alloy assisted the subject to his feet by lifting him from the arm. The access weight put Sgt. Alloy in a bad position causing his right knee to twist. Sgt. Alloy immediately had pain and requested a Notice of Injury be complete. No medical assistance was received at this time.
Accident Investigation Report

DATE OF REPORT  12-11-03  REPORT # 03-18584

COMPANY NAME: CITY OF COOPE CITY POLICE DEPT

ADDRESS: 10582 ST-component RD  PHONE: 954-482-9000
COOPE CITY, FL 33024

1. Name of injured: WAYNE J. ALLA  S.S.#

2. Occupation: POLICE OFFICER - SERGEANT DOB: 10-18-64

3. Occupation at time of accident: POLICE OFFICER

4. Sex (M/F)  Age: 39  Date of accident: 12-10-03

5. Time of accident: 2:30 a.m.  p.m.  Day of accident: WED


7. Address of location where the accident occurred: 12700 GLENN RD
COOPE CITY, FL 33024
(POLICE STATION)

8. Nature of injury, Injury type, and Part of the body affected: (KNEE - TWINS/

9. Describe the accident and how it occurred: SPRAWLED KNEE WHILE LIFTING
UP A MAN-REPUBLIC SUSPECT FROM THE GROUND.

10. Cause of the accident: LIFTING

11. Was personal protective equipment required? [ ] yes [ ] no
   Was it provided? [ ] yes [ ] no
   Was it being used? [ ] yes [ ] no
   If "no", explain

Page 11
12. Was it being used as trained by supervisor or designated trainer? [ ] yes [ ] no
   If "no", explain. N/A

13. Witness(es): S/Y GILMOUR #171

14. Safety training provided to the injured? [ ] yes [ ] no
   If "no", explain. N/A

15. Interim corrective actions taken to prevent recurrence: N/A

16. Permanent corrective action recommended to prevent recurrence: N/A

17. Diagnosis (if applicable): Awaiting x-rays results.

18. Treatment (if applicable): Ophthalmic Med. - See/Heal & Vioxx until
   med.

19. Root Cause (see attached worksheet):

20. Has First Report of Injury (DWC-1) been filed? [ ] Yes [ ] No.
   Supervisor (Signature): [Signature]
   Date: 12/5/03
<table>
<thead>
<tr>
<th>RECEIVED BY CARRIER</th>
<th>SENT TO DIVISION</th>
<th>DIVISION RECEIVED DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**EMPLOYEE INFORMATION**
- **DATE OF OCCIDENT (MM/DD/YY)**: 12-9-03
- **TIME OF OCCIDENT**: PM
- **EMPLOYEE DESCRIPTION OF OCCIDENT**: While walking up stairs, slipped and fell to left knee. Felt twist in lower back.
- **PART OF BODY INJURED**: Lower Back
- **DATE FIRST REPORTED**: 12-11-03
- **POLICY NUMBER**: 59-6032417
- **EMPLOYER**: Cooper City
- **POLICY NUMBER**: MMSIF 28
- **DATE OF OCCIDENT**: 12-11-03
- **DATE OF DEATH**: 12-11-03
- **PAYMENT AGREED**: 12-11-03

**CARRIER INFORMATION**

<table>
<thead>
<tr>
<th>CARRIER NAME</th>
<th>ADDRESS &amp; TELEPHONE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Florida League of Cities, Inc.</td>
<td>Attn: W.C. Claims, P.O. Box 538135, Orlando, FL 32853-8135</td>
</tr>
</tbody>
</table>

**W.C.20030558S7**
Accident Investigation Report

DATE OF REPORT: 12-11-03  REPORT #: 03-15571

COMPANY NAME: CITY OF COOPER CITY

ADDRESS: 9090 SW 50 Pl.  PHONE: 954-434-4300

COOPER CITY FL 33028

1. Name of injured: JAY J. GREEN  S.S. #: 

2. Occupation: POLICE OFFICER  DOB: 7-21-51

3. Occupation at time of accident: POLICE OFFICER

4. Sex M [ ] F [X]  Age: 52  Date of accident: 12-9-03

5. Time of accident: 9:30 a.m.  p.m.  Day of accident: TUESDAY

6. Length of experience on job: Years: 11  Months: 1

7. Address of location where the accident occurred: 10905 SE LAKE BLVD.
COOPER CITY, FL 33026

8. Nature of injury, Injury type, and Part of the body affected: BACK PAIN

9. Describe the accident and how it occurred: WHILE WALKING UP STAIRS OF
SLIPPED AND FELL TO LEFT KNEE FELT TWIST IN LOWER BACK

10. Cause of the accident: SLIP AND FALL

11. Was personal protective equipment required? [ ] yes [X] no

Was it provided? [ ] yes [X] no

Was it being used? [ ] yes [X] no

If "no", explain: N/A

Page 11
12. Was it being used as trained by supervisor or designated trainer? [ ] yes [ ] no
   N/A
   If "no", explain.

13. Witness(es):        NONE

14. Safety training provided to the injured? [ ] yes [ ] no
   N/A
   If "no", explain.

15. Interim corrective actions taken to prevent recurrence: N/A

16. Permanent corrective action recommended to prevent recurrence: N/A

17. Diagnosis (if applicable): LUMBAR STRAIN WITH RIGHT SCIATICA
   (MEDICAL FORM ATTACHED)

18. Treatment (if applicable): SENT TO DOCTOR AND THEN THERAPIST

19. Root Cause (see attached worksheet):

20. Has First Report of Injury (DWC-1) been filed? [ ] Yes [ ] No.
    Supervisor (Signature): Sgt. Meat B 220
    Date: 12-11-03
## INCIDENT/INVESTIGATION REPORT

Cooper City Police Department

**DRAFT ONLY**

<table>
<thead>
<tr>
<th>Status/Situation</th>
<th>Quantity</th>
<th>Type of Measure</th>
<th>Suspected Type</th>
</tr>
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</table>

**Assisting Officers**

- **Suspect Hair / Bias Motivated:** None
While walking up a flight of stairs on the east side of Embassy Creek Elementary School on 12-9-03 at approximately 0930 hours, MPO Greear slipped and fell to his left knee. While doing so, he felt a twist in his lower back which caused some pain. MPO Greear said the pain was minor and he did not believe the injury was serious enough to report.

On 12-11-03 at approximately 0845 hours, MPO Greear called me and reported the injury. He said the pain had grown worse since the fall. I asked MPO Greear if he was able to drive or if he wanted me to drive him to seek treatment. MPO Greear stated that he was able to drive himself. I instructed MPO Greear to seek treatment at OccuMed in Miramar.

I contacted Capt. Duguay and advised him of the injury. I also left a phone message for Personnel Specialist Cheryl Burke at City Hall advising her of the injury and the treatment that was underway.

MPO Greear returned from OccuMed after treatment. The diagnosis provided by the doctor was "lumbar strain with right sciatica". The doctor sent MPO Grear to an on site therapist. The doctor also provided MPO Greear with a prescription for an anti-inflammatory drug. MPO Grear was cleared to return to work immediately. After leaving the doctors office, MPO Grear returned to his school. MPO Grear has a follow up visit with the doctor scheduled for 12-15-03.
### Florida Report of Injury or Illness

**Date of Accident:** 5/16/03  
**time of Accident:** 15:55  
**Date First Reported:** 5/16/03

**Employee Information**
- **Date of Birth:** 1/7/36  
- **Sex:** Male  
- **Social Security No.:** 5283 SW 115 Ave
- **City:** Cooper City  
- **State:** FL  
- **Zip Code:** 33328

**Employer Information**
- **Company Name:** City of Cooper City  
- **Street:** 9090 SW 50 Place  
- **City:** Cooper City  
- **State:** FL  
- **Zip Code:** 33328

**Nature of Business:** Municipality  
**Worker's Comp:** Yes  
**Rate of Pay:** $4.00  
**Number of Hours:** 10  
**Comp Rate:** $4.00  
**Number of Days:** 10  
**Date of Death:** 5/16/03

**Case Denied:** No  
**Empty Space:**

**Carrier Information**
- **Carrier Name, Address & Telephone:** Florida League of Cities, Inc.
- **Address:** P.O. Box 536135  
- **City:** Orlando, FL  
- **Zip Code:** 32853-8135

---

**Additional Information:**
- **Description of Accident:** While lifting fl. fuel 
- **Nature of Accident:** 118  
- **Date of Incident:** 5/16/03

---

**Employee Signature:**  
**Date:** 5/16/03

---

**Carrier Signature:**  
**Date:** 5/16/03

---

**Attachment:**
- **Lost Time:** 1st day of disability: 5/16/03  
- **Salary continued in lieu of comp:** Yes  
- **Comp Rate:** $4.00  
- **Date First Payment Made:** 5/16/03  
- **Comp Rate:** $4.00

---

**Claim Form:**
- **Claim Form #:** 0915  
- **Carrier File #:** 12

---

**Additional Notes:**
- **Language:** English
- **Type:** Text
- **Width:** 612.0
- **Height:** 792.0
- **Rotation:** 0°
- **Language:** English
- **Type:** Text
- **Width:** 612.0
- **Height:** 792.0
- **Rotation:** 0°
Accident Investigation Report

DATE OF REPORT: 5/4/05

COMPANY NAME: Cooper City Fire Rescue

ADDRESS: 10570 SW 167th Ave

PHONE: 305-992-8401

REPORT #

1. Name of injured: Rick Sealy

2. Occupation: Firefighter / Lieutenant

3. Occupation at time of accident: Same

4. Sex [M/F] Age: 37 Date of accident: 5/4/05

5. Time of accident: 3:30 a.m. Day of accident: 5/4/05 (Saturday)

6. Length of experience on job: 17 Years 5 Months

7. Address of location where the accident occurred:

8. Nature of injury, Injury type, and Part of the body affected: Various; Whiplash; Head

9. Describe the accident and how it occurred: One object was dropped, resulted in injury to patient (approx. 2:45 PM). Patient was transported to hospital. Patient sustained right shoulder injury. Patient was not wearing any PPE at the time of accident.

10. Cause of the accident: Lifted Patient

11. Was personal protective equipment required? [ ] Yes [ ] No

Was it provided? [ ] Yes [ ] No

Was it being used? [ ] Yes [ ] No

If "no", explain...

Page 11
12. Was it being used as trained by supervisor or designated trainer? [ ] yes [ ] no
   If "no", explain.

13. Witness(es): ZMAK VELKIC

14. Safety training provided to the injured? [ ] yes [ ] no
   If "no", explain.

15. Interim corrective actions taken to prevent recurrence: None at this time

16. Permanent corrective action recommended to prevent recurrence: None at this time

17. Diagnosis (if applicable): Hepatica

18. Treatment (if applicable): See workers comp doctor

19. Root Cause (see attached worksheet)


Supervisor (Signature):

Date: 5/16/03

Page 12
**FLORIDA DEPT. OF LABOR & EMPLOYMENT SECURITY**  
**DIVISION OF WORKERS' COMPENSATION**

**FIRST REPORT OF INJURY OR ILLNESS**

**Employee's Name:** Joseph Alloy  
**Address:** 16407 Mariposa Cir S, Pembroke Pines, FL 33331  
**Phone:** 474-673-6083

**Nature of Business:**  
**Date First Reported:** 12/13/00

**Injury Description:** Employee responding to officer needing assistance. He was operating police motorcycle with emergency lights engaged. A vehicle turned left without yielding, striking motorcycle and pedestrian. He was struck to the head.

**Body Part Affected:** Right side of head

**Carrier Information:**  
**Carrier Name:** Florida League of Cities, Inc.  
**Address:** P.O. Box 538130 - Orlando, FL 32853-8135

**1. Case Denied - DWC-12 Notice of Denial Attached**  
**2. Medical Only which became Lost Time Case (Complete all info in #3)**

**Lost Time Case - 1st day of disability**  
**Salary continued in lieu of pump?**

**Data First Payment Mailed**

**Payroll**

**Carrier File #**

**8. Form DWC-1 (11/04)**
COOPER CITY POLICE DEPARTMENT

POLICE VEHICLE TRAFFIC CRASH SUMMARY

DATE 12/17/00  TIME 08:41 hrs  DEPT. CASE NO. 0024775
LOCATION 5300 01k sw 90 Ave  F.H.P. CASE NO. 5573563
POLICE VEHICLE # 5269  DAMAGE $8,000.00
OPERATOR OTO Wayne Alley  PASSENGER N/A
INJURIES SUSTAINED BY OFFICER(S): broken right foot & leg,
dislocated right ankle w minor abrasions right side
INJURIES SUSTAINED BY OTHERS: Non

HOSPITAL: Memorial Regional Hospital

EVENTS LEADING TO CRASH: OTO Gary Harrop requested a backup
on a traffic arrest involving a male driver/passenger &
his passenger. OTO Alley was traveling in his and south-
bound in northbound lane with emergency lights & siren,
engaged. (see Traffic Crash Report case # 0024775)

SUPERVISOR'S COMMENTS: Independent witnesses advised
of OTO Alley's use of emergency equipment and slow
speed.

61.2 (1)
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<tr>
<td>NAME</td>
<td>WAYNE JOSEPH ALLOY</td>
<td>ADDRESS</td>
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<td>400-890-64-378</td>
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<tr>
<td>NAME</td>
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<tr>
<td>NAME</td>
<td>STEVEN ARACI-MAURER</td>
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<td>ZIP CODE</td>
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</table>
Vehicle 1 of Section 1 was traveling south on SW 90th Ave in an emergency mode. Motor Officer ALLOY had his emergency blue lights on and was utilizing his siren while traveling between the southbound and northbound traffic.

Vehicle 2 of Section 2 was traveling south on SW 90th Ave. Vehicle 2 driver MAURER was stopped in traffic while the school crossing guard was crossing children at the intersection of SW 58th St and SW 90th Ave. MAURER was approximately the 10th car in the line of traffic, with other vehicles stopped behind her. MAURER illegally dropped her child, STEVEN off on the side of SW 90th Ave and proceeded to make a left turn into the intersection without utilizing her turn signal. MAURER stated that she did not see Officer ALLOY'S vehicle with his emergency equipment engaged subsequently causing the crash.

Officer ALLOY attempted to take evasive action by turning his motor unit to the left.

However, due to MAURER'S abrupt action Officer ALLOY struck the left driver door of MAURER'S vehicle. Officer ALLOY continued left where upon he was ejected from his motor unit.
The motorcycle continued on approximately 10 feet jumping a curb and coming to a final rest at the base of a tree.

Witness #1, driver Judith DOYLE stated that she was traveling south and observed Officer ALLOY'S motor unit traveling south to the left of her vehicle. Officer ALLOY had his emergency lights on, however she did not hear his siren. DOYLE stated that she was traveling at 15 miles per hour in the school zone and Officer ALLOY was just passing her slowly. As Officer ALLOY approached the intersection she observed MAURER'S vehicle make a left turn into the intersection. JUDITH stated that she did not observe any turn signal being utilized by MAURER'S vehicle.

Witness #2, driver Suzanne BEACH stated that she was directly behind MAURER'S vehicle. BEACH stated that she observed Officer ALLOY'S motor unit traveling south to the left of her vehicle. Officer ALLOY had his emergency lights and siren on. She pulled to the right allowing Officer ALLOY to pass. She observed MAURER drop her son off on the side of SW 90th Ave and immediately turn left as if to stop traffic to allow her son to run across SW 90th Ave. in between the north and south bound traffic. As MAURER was making her left turn into the intersection watching her son run across the street Officer ALLOY struck the side of MAURER'S vehicle. BEACH stated that at no time did she observe MAURER UTILIZE her turn signal. BEACH provided information to allow this Officer to prepare a crash diagram. See signed diagram for details. BEACH provided a tape statement concerning this crash.

Officer ALLOY was transported to Hollywood Memorial Regional Hospital where he was treated for a broken leg, dislocated ankle and minor abrasions.

Mrs. MAURER was cited for careless driving to wit: fail to yield right of way to an emergency vehicle.

Crash photographs were exposed of the scene.
Johanne Beach
Witness No. 1: Johanne Beach
12-14-00 / 13:35
Measured by: Ofc. J.L. Haasop 274

00-247 S
H545 552352763
12-13-00 / 8:41
FIRST REPORT OF INJURY OR ILLNESS

FLOIDA DEPT. OF LABOR & EMPLOYMENT SECURITY
DIVISION OF WORKERS' COMPENSATION

For assistance call 1-888-342-1741
or contact your local EAD Office.

Received deaths within 24 hours (904) 469-3044

NAME OF INJURED

Shelia Robinson

Address

4820 SW 23 St.
Hollywood, FL 33024

954 466-3516

POLICE OFFICER

99127 57 M CL

DATE OF ACCIDENT

2/23/01

TIME OF OCCURRENCE

4:00 AM

REMARKS

While on bicycle patrol in the 9600 block of SW 52 Street, the right front tire became wedged between sidewalk & grass. Bicycle started to fall. Rider put right foot down on ground which caused injury to

Swelling & Pain

Right Knee

EMPLOYER INFORMATION

City of Cooper City

59-6032417

DATE OF OCCURRENCE

2/23/01

POLICY/HISTORY NUMBER

EX600000 PMIF 28

NATURE OF BUSINESS

Municipality

DATE EMPLOYED

12/12/97

LAST DATE EMPLOYEE WORKED

2/23/01

RETURNED TO WORK

YES

WILL YOU CONTINUE TO PAY WAGES INSTEAD OF WORKER'S COMP?

NO

LAST DAY WAGES WILL BE PAID INSTEAD OF WORKER'S COMP

YES

DATE OF INJURY

2/23/01

WAGE RATE

$20.35 PER

WEEK

NUMBER OF HOURS PER DAY

8

NUMBER OF DAYS PER WEEK

40

AGREED TO DESCRIPTION OF ACCIDENT

YES

DATE

02-26-01

AUTHORIZED BY EMPLOYER

YES

CARRIER INFORMATION

FLORIDA LEAGUE OF CITIES, INC.
Attn: W.C. Claims
P.O. Box 538135 - Orlando, FL 32853-8135
407-245-0725

CARRIER NAME, ADDRESS & TELEPHONE

FLORIDA LEAGUE OF CITIES, INC.
Attn: W.C. Claims
P.O. Box 538135 - Orlando, FL 32853-8135
407-245-0725
ACCIDENT INVESTIGATION REPORT

- Department: Cooper City Police
- Name of Injured: Debra Robinson
- Date of accident: 2/23/01
- Time of accident: 1600
- Employee's job title: Police Officer
- Length of experience on job: 3 (years) 2 (months)
- Address of location where the accident occurred: City Sidewalk in front of 9417 SW 52 Street
- Nature of injury, Injury type, and Part of the body affected: Pain & Swelling in right knee. Extent or severity of injury has not been fully diagnosed.

Describe the accident and how it occurred: While on bicycle patrol, Officer Robinson was heading east on the City Sidewalk in the 9400 block of SW 52 Street. The right front tire of the bicycle became wedged between the sidewalk and the grass area. This caused the bicycle to lose control. Officer Robinson attempted to avoid falling by planting her right foot on the ground. This caused a sharp pain in her right knee.

- Cause of the accident: Attempting to get off of bicycle while in motion.
- Personal protective equipment: required? [xx] yes [ ] no
- Was it provided? [xx] yes [ ] no
- Was it being used? [xx] yes [ ] no If "no", explain.

Was it being used as trained by supervisor or designated trainer? [xx] yes [ ] no. If "no", explain.
Witness(es): Officer Cletie Crespo

Safety training provided to the injured? [ ] yes [x] no. If "no", explain. Officer Robinson has not had an opportunity to attend 40 hour bicycle-safety certification course. As of this time there is not a bicycle E-Bike course. We are continuing to look.

Interim corrective actions taken to prevent recurrence:
Discussion with other officers riding the bicycles to avoid this situation.

Permanent corrective action recommended to prevent recurrence:
Participation in bicycle training which will teach fall and recovery techniques to avoid possible injury.

Date: 2/23/01
Prepared by: [Signature]

Date: 02-26-01
Status and follow-up action taken by Administrative Services:
Monitor the condition of Officer Robinson and her treatment.
Bicycle training to be introduced. We will continue to locate an E-Bike training course.

[Signature]
Officer Robinson was on bicycle patrol with Officer Gloria Crespo and was riding on the sidewalk in the 9600 block of SW 52 Street going eastbound. While operating the E-Bike, the front bicycle tire became wedged between the sidewalk and grass area which caused the bicycle to tip to the left in an uncontrolled manner. Officer Robinson to keep from falling to the ground leaned to the right and planted her right foot on the ground. This caused a sharp pain in her right knee. A short time later while trying to walk it.
but, swelling began and the pain intensified. Officer Petoskey who was in the area transported Officer Robinson to the Cooper City Fire Department where medics provided initial treatment. They then transported her to Memorial West Emergency Room.

The E-Bike was not damaged and was returned to the Police Department.
EMPLOYEE INFORMATION

Date of Injury: 03/10/99
Date of Accident: 03/10/99
Time of Accident:

City of Cooper City

Physical Description of Accident:
A red/sunflower van failed to yield the right of way, pulled out in front of my vehicle. Injury to right hand caused by air bag & steering wheel, lower back injury sustained from sudden impact.

EMPLOYER INFORMATION

FEDERAL ID NUMBER (IF ANY)
59-6032417

MUNICIPALITY
Cooper City

DATE OF INJURY
03/10/99

DATE OF DEATH (IF APPLICABLE)

LAST DAY WORKED

RETURNED TO WORK

DATE OF DEATH (IF APPLICABLE)

NO

AGREE WITH DESCRIPTION OF ACCIDENT

NO

EMPLOYER CONSENT

DATE

AUTHORIZED BY EMPLOYER

YES

SALARY CONTINUED IN EVENT OF SICKNESS

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ACCIDENT INVESTIGATION REPORT

- Department: Cooper City Police Department
- Name of Injured: Robert A. Gates
- Date of accident: 03/10/99
- Time of accident: 
- Employee's job title: Police Sergeant
- Length of experience on job: 10 (years) (months)
- Address of location where the accident occurred: Indian Trace & Weston Road
- Nature of injury, Injury type, and Part of the body affected: Right wrist and lower back

Describe the accident and how it occurred: I was traveling southbound on Weston Road approaching the intersection of Indian Trace. My light was green. A red/sedan van failed to yield the right of way and turned westbound in front of me. I attempted to stop my vehicle by using my brakes, however, my front end made contact with the van's right rear quarter panel.

Cause of the accident:

Personal protective equipment: required? [x] yes [ ] no
Was it provided? [x] yes [ ] no
Was it being used? [x] yes [ ] no If "no", explain: __________

Was it being used as trained by supervisor or designated trainer? [ ] yes [ ] no. If "no", explain. __________

Safety training provided to the injured? [x] yes [ ] no. If "no", explain. __________________________________________

Interim corrective actions taken to prevent recurrence: Not applicable

Permanent corrective action recommended to prevent recurrence: No

Date: 3/11/99
Prepared by: [Signature]

Date: ______________
Status and follow-up action taken by Administrative Services: ________________________________
FLORIDA TRAFFIC CRASH REPORT

Vehicle 1 was traveling on Western Rd in the left turn lane. Vehicle 2 was turning to travel westbound on Indian Trl. Its right rear side was impacted by the front end of Vehicle 1.

Driver 1 stated she began to make her turn when the light was green. Driver 2 stated she was trying to avoid Vehicle 1 as it turned directly into her path of travel. Witness 1 stated she saw Vehicle 1 pull into the center of the intersection and turn left.

Cooper City Traffic Investigation Backroad was on scene.

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<th>SECC.</th>
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<th>ADDRESS</th>
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<td>Patricia Henderson</td>
<td>1320 SW 158 Ave</td>
<td>Ft. Lauderdale, FL</td>
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<td>52</td>
<td>Mother</td>
<td>Housewife</td>
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<td>[Redacted]</td>
<td>[Redacted]</td>
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<td>2</td>
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<td>Father</td>
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Signature: [Redacted]

Date: 11/01/2019

Pages: 3 of 4
FLORIDA UNIFORM TRAFFIC CITATION

511788-2

Weston Rd. / Indio Park

511788-2

[Signature]

[Date]

[Time]

[Vehicle Information]

[Officer Information]

[Vehicle Description]

[License Plate]

[Registration Number]

[Insurance Information]

[Registered Owner]

[Vehicle Make, Model, and Year]

[Time of Offense]

[Weather Conditions]

[Location of Offense]

[Description of Violation]

[Police Officer Name]

[Police Station]

[County]

[State]

[Zip Code]
FLORIDA DEPARTMENT OF LABOR AND EMPLOYMENT SECURITY
DIVISION OF WORKERS’ COMPENSATION
1-800-342-1741 (or) contact your local office for assistance
NOTICE OF INJURY
Report all deaths within 24 hours (904) 488-3044.

**EMPLOYEE INFORMATION**

<table>
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<td>Jean Marie Dwyer</td>
<td>2-25-12</td>
<td>1100</td>
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**DEPARTMENT OF LABOR AND EMPLOYMENT SECURITY**
1-800-342-1741 (or) contact your local office for assistance
NOTICE OF INJURY
Report all deaths within 24 hours (904) 488-3044.

**EMERGENCY INFORMATION**

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<th>NAME (First, Middle, Last)</th>
<th>Social Security Number</th>
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<tr>
<td>Jean Marie Dwyer</td>
<td>2-25-12</td>
<td>1100</td>
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</table>

**EMPLOYER INFORMATION**

<table>
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<th>FIRM’S NAME AND ADDRESS</th>
<th>FEDERAL ID NUMBER</th>
<th>DATE AND TIME FIRST REPORTED</th>
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<td>Can Be Dwyer, Inc.</td>
<td>24-0221716</td>
<td>2-25-12</td>
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**PLACE OF ACCIDENT**

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<tr>
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<td>Clearwater</td>
<td>FL</td>
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**WHEN DID THE INJURY OCCUR?**

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</thead>
<tbody>
<tr>
<td>2-25-12</td>
<td>1100</td>
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</table>

**WAS THE INJURY FATAL?**

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td>NO</td>
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</tbody>
</table>

**WAS THE INJURY REPORTED TO THE EMPLOYER?**

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td>NO</td>
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</table>

**DATE EMPLOYER DISCOVERED INJURY**

<table>
<thead>
<tr>
<th>DATE</th>
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<tr>
<td>2-25-12</td>
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</table>

**DATE EMPLOYER REPORTED INJURY**

<table>
<thead>
<tr>
<th>DATE</th>
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<tbody>
<tr>
<td>2-25-12</td>
</tr>
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</table>

**EMPLOYER SIGNATURE**

<table>
<thead>
<tr>
<th>Signature</th>
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<tbody>
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**CARRIER INFORMATION**

<table>
<thead>
<tr>
<th>Carrier Audit #</th>
<th>Location #</th>
<th>Service Co. #</th>
<th>Carrier File #</th>
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<tbody>
<tr>
<td></td>
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</tbody>
</table>

**CARRIER NAME, ADDRESS & TELEPHONE:**

<table>
<thead>
<tr>
<th>ISAC — CENTRAL FLORIDA</th>
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<tbody>
<tr>
<td>P.O. BOX 16-6005</td>
</tr>
<tr>
<td>ALTAMONTE SPRINGS, FL 32716-6005</td>
</tr>
<tr>
<td>407-682-1900</td>
</tr>
</tbody>
</table>

**EMPLOYER COPY**
FLORIDA DEPARTMENT OF LABOR AND EMPLOYMENT SECURITY
DIVISION OF WORKERS' COMPENSATION
1-800-342-1741 (or) contact your local office for assistance

NOTICE OF INJURY
Report all deaths by telephone or telegraph within 24 hours.

☐ Person who knowingly and with intent to injure, dismember or disfigure any employer's employee, insurance company or self-insured entity, file a statement of claim containing any false or misleading information is guilty of a felony of the third degree.

PART I - To be completed and filed with carrier within 5 days of date of notice of accident

EMPLOYEE INFORMATION

NAME (First, Middle, Last) Dugay, Jean Marc

OCCUPATION Police Officer

HOME ADDRESS (Include Zip) 1610 Stonebridge Parkway
Cooper City, FL 33328

DATE OF BIRTH
SEX M F
6-4-30 163

Do you have a second job? YES NO

If yes, employer name & phone #

TELEPHONE 305-432-9000

EMPLOYER INFORMATION

FIRM'S NAME CITY OF COOPER CITY
FEDERAL ID. NUMBER 59-6032-417

PLACE OF ACCIDENT (Street, City, County, State) 1610 Stonebridge Parkway, Cooper City, FL 33328

DATE EMPLOYED 01-14-88

LAST DATE EMPLOYER WORKED 02-25-92

RETURNED TO WORK YES NO

WAS INJURY FATAL? YES NO

WAS INJURY FATAL? YES NO

IF YES, GIVE DATE

WAS INJURY FATAL? YES NO

WAS INJURY FATAL? YES NO

IF YES, GIVE DATE OF DEATH

WAS INJURY FATAL? YES NO

IF YES, GIVE DATE OF DEATH

WAS INJURY FATAL? YES NO

IF YES, GIVE DATE OF DEATH

AGREE WITH DESCRIPTION OF ACCIDENT? YES NO

HAS EMERGENCY SELF-INSURER NOTIFIED YOU WITHIN THE YEAR THAT SAFETY SERVICES ARE AVAILABLE? YES NO

IF SO, DID YOU REQUEST THESE SERVICES? YES NO

IF REQUESTED, DID YOU RECEIVE THESE SERVICES? YES NO

WILL YOU CONTINUE TO PAY SALARY? YES NO

 IF NO, LAST DAY PAID

$________ PER DAY

Number of hours per day

Number of hours per week

$________ PER DAY

Number of hours per day

Number of hours per week

OCCUPATION Police Officer

EMPLOYER SIGNATURE [Signature]

DATE 02-25-92

CARRIER INFORMATION

Carrier # Service Co. # Location #

☐ 1. Controversial Case - Reason

☐ 2. Lost Time Case - Date of First Payment

☐ 3. Medical Only which became a Lost Time Case - First day of disability
SUPERVISOR'S REPORT OF ACCIDENT INVESTIGATION

(To be completed immediately after accident)

1. JOB NAME: Detective
2. JOB LOCATION: 11610 Stonebridge Parkway, Cooper City, Florida 33328
3. NAME OF INJURED PERSON: Jean Mark Dupay
4. OCCUPATION WHEN INJURED: Detective
5. DESCRIPTION OF ACCIDENT: Travelling west on Stirling Road in the 3500 blk when a 1980 Cadillac travelling north failed to yield driving into Det. Dupay's path. The Cadillac pulled in front of Det. Dupay so rapidly he was unable to brake before striking the Cadillac, scraping to lower back.
6. NATURE AND EXTENT OF INJURY: N/A
7. DATE AND TIME OF ACCIDENT: 02/29/92 11:30 hours
8. ESTIMATE OF DAYS LOST: 24 hours
9. UNSAFE CONDITION (refers to mechanical hazards or defective ladders, etc.): N/A
10. UNSAFE ACT (refers to violation of safe practice rules or failure to wear hard hats): N/A
11. WHAT I HAVE DONE TO CORRECT SITUATION: N/A
12. WHAT I SUGGEST TO PREVENT A SIMILAR ACCIDENT: N/A
13. DATE FORM COMPLETED: 2/25/92
14. SIGNATURE OF SUPERVISOR: [Signature]
<table>
<thead>
<tr>
<th>Date of Accident</th>
<th>Time of Accident</th>
<th>Time of Collision</th>
<th>Vehicle ID Number</th>
<th>Make, Model, Year</th>
<th>Color</th>
<th>Engine Type</th>
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<tbody>
<tr>
<td>2-22-92 12:38 PM</td>
<td>12:38 PM</td>
<td>12:38 PM</td>
<td>123456789</td>
<td>Ford Mustang</td>
<td>Red</td>
<td>V6 3.8 L</td>
</tr>
</tbody>
</table>

**Vehicle Information**
- **Vehicle Type**: Sedan
- **Make, Model, Year**: Ford Mustang 1992
- **Color**: Red
- **Engine Type**: V6 3.8 L
- **Number of Passengers**: 4
- **Passenger Details**:
  - Driver: John Doe
  - Passenger 1: Jane Smith
  - Passenger 2: Mark Johnson
  - Passenger 3: Sarah Brown

**Accident Details**
- **Location**: Hollywood
- **Time of Collision**: 12:38 PM
- **Weather Conditions**: Clear
- **Road Conditions**: Dry
- **Collision Type**: Head-on

**Police Report**
- **Officer**: Officer Smith
- **Number**: 123456789
- **Date**: 2-22-92
- **Time**: 12:38 PM

**Investigation**
- **Evidence Collected**: Dashcam footage, witness statements
- **Possible Causes**: Speeding, distraction

**Conclusion**
- **Action Required**: Further investigation needed
- **Next Steps**: Collision reconstruction, driver license suspension
<table>
<thead>
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<th>Creation Number</th>
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<tr>
<td>VI</td>
<td>RAPPAPORT Vuk</td>
<td>RIGHT OF WAY VIOLATION</td>
<td>34601T</td>
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**Witness Name:** JOE GALLOWAY
**PO Box 1333**
**Dania, FL 33004**
VEHICLE 1 OF SECTION 1 WAS STOPPED NORTHBOUND ON N 36 AVE.
FOR THE STOP SIGN AT STIRLING RD.

VEHICLE 2 OF SECTION 2 WAS TRAVELING WESTBOUND IN THE
LEFT LANE OF STIRLING RD, APPROACHING N 36 AVE.
WITNESS ADVISED THAT VEHICLE 1 "JUST SHOT OUT" INTO
THE ROADWAY, DRIVING AT APPROXIMATELY 25-35 MPH, NORTH
INTO THE PATH OF TRAVEL OF VEHICLE 2, CAUSING THE
LEFT FRONT OF VEHICLE 2 TO MAKE CONTACT WITH THE
RIGHT SIDE OF VEHICLE 1. DRIVER OF VEHICLE 2 DID NOT HAVE
TIME OR DISTANCE TO REACT, HOPED TO STEER
RIGHT AS AN EVASIVE MEASURE.

THE REAR OF VEHICLE 1: ROTATED IN A COUNTERCLOCKWISE
DIRECTION AS THE VEHICLE TRAVELED IN A NORTH-
WESTERLY DIRECTION, COMING TO FINAL REST, FACING
SOUTH EAST ON THE WEST SIDE OF THE ENTRANCE TO 2901
STIRLING RD. VEHICLE 2 CONTINUED TRAVELING IN A
NORTHWESTERLY DIRECTION WHERE IT CAME TO FINAL REST
WITH ITS RIGHT FRONT MAKING CONTACT WITH THE RIGHT
FRONT OF VEHICLE 1.

ID TECH COURTNEY # 1650 RESPONDED FOR PHOTOS
AGREEMENT BY AND BETWEEN KENNETH C. JENNE, II,
SHERIFF OF BROWARD COUNTY, FLORIDA
AND
CITY OF COOPER CITY
FOR
LAW ENFORCEMENT AND FIRE/RESCUE SERVICES

EXHIBIT D

PROPERTY LISTING

PARTIAL
ONLY
<table>
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<tr>
<th>VEHICLE IDENTIFICATION NUMBER</th>
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<th>MODEL</th>
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<td>2008</td>
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<tr>
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<td>Toyota</td>
<td>Corolla</td>
<td>2010</td>
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<td>0987654321</td>
<td>BMW</td>
<td>3 Series</td>
<td>2011</td>
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<tr>
<td>1098765432</td>
<td>Audi</td>
<td>A4</td>
<td>2012</td>
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</table>

**Note:** This table is an example and the values are fictional. The table represents vehicle identification numbers, makes, models, years, and mileages.
Roll Call Procedures (continued)

4. Sharing pertinent information between officers regarding investigations, or information regarding relevant community-based initiatives etc.;

5. Evaluating officer readiness to assume patrol; and

6. In-service training.

41.1.4 Special Purpose Vehicles/K-9 Unit

A. The Department has eight (8) types of special purpose vehicles listed below:

1. Motorcycles:

   a. Departmental motorcycles are used for traffic enforcement, escort duty, and crowd control when necessary;

   b. Police motorcycles will be operated primarily during daylight hours. Motorcycles may only be operated by officers who possess a valid Florida motorcycle operator’s license and who have satisfactorily completed police motorcycle training. Officers operating motorcycles shall not become involved in pursuits;

   c. Special purpose vehicles will be operated in accordance with O.O. 41.1.4. Any deviation requires the authorization of a division commander;

   d. Motorcycles may only be operated by officers who possess a valid Florida motorcycle operator’s license and who have satisfactorily completed police motorcycle training;

   e. The primary responsibility for the care of an assigned vehicle rests with the individual operator. Vehicles will be inspected prior to and after usage in accordance with O.O. 41.3.10. Responsibility for the maintenance of the department’s fleet lies with the City’s Fleet Maintenance Department and/or conditions outlined in lease agreements;

   f. Motorcycles, bicycles, e-bikes, and electric car are exempt from O.O. 41.3.2 - Supplies, Patrol Vehicles, and

   g. Motorcycles may only be operated by officers who possess a valid Florida motorcycle operator’s license and who have satisfactorily completed police motorcycle training.

2. Marked Van(s):

   a. Marked vans are used for a variety of police activities including crime prevention and Police Explorer’s functions. Presently the second van is used for various duties and functions associated with crime prevention.
41.1.4 Special Purpose Vehicles/K-9 Unit (cont.)

b. Police department van(s) may be operated by any departmental personnel possessing a valid Florida driver's license in accordance with all traffic laws of the State of Florida. Unless specifically authorized by their immediate supervisor van(s) are used only to further the mission of their particular assignment;
c. Special purpose vehicles will be operated in accordance with G.O. 41.1.4. Any deviation requires the authorization of a division commander;
d. Police department van(s) may be operated by any departmental personnel possessing a valid Florida driver’s license;
e. The primary responsibility for the care of an assigned vehicle rests with the individual operator. Vehicles will be inspected prior to and after usage in accordance with G.O. 41.3.10. Responsibility for the maintenance of the department’s fleet lies with the City’s Fleet Maintenance Department and/or conditions outlined in lease agreements;
f. Police Vans require only a fire extinguisher; and
g. Police department van(s) may be operated by any departmental personnel possessing a valid Florida driver’s license.

3. Utility vehicles/trucks:

a. Utility vehicles/trucks are used primarily by the Neighborhood Resource Officers (NROs) in their day to day assigned duties. Crime Scene Officers operated utility vehicles for transportation of equipment to and from a crime scene.
b. Police department utility vehicles/trucks may be operated by any departmental personnel possessing a valid Florida driver’s license in accordance with all traffic laws of the State of Florida. Unless specifically authorized by their immediate supervisor utility vehicles/trucks are used only to further the mission of their particular assignment;
c. Special purpose vehicles will be operated in accordance with G.O. 41.1.4. Any deviation requires the authorization of a division commander;
d. Police department utility vehicles/trucks may be operated by any departmental personnel possessing a valid Florida driver’s license;
e. The primary responsibility for the care of an assigned vehicle rests with the individual operator. Vehicles will be inspected prior to and after usage in accordance with G.O. 41.3.10. Responsibility for the maintenance of the department’s fleet lies with the City’s Fleet Maintenance Department and/or conditions outlined in lease agreements;
f. Except motorcycles, bicycles, e-bikes, and electric car, each special purpose vehicle will be equipped and supplied in accordance with G.O. 41.3.1 – Equipment, Patrol Vehicles, and G.O. 41.3.2 – Supplies, Patrol Vehicles; and
g. Police department utility vehicles/trucks may be operated by any departmental personnel possessing a valid Florida driver’s license.
4. School Resource Officer (SRO) Vehicles:
   a. SRO marked vehicles are used solely by the officers assigned to schools. The vehicles are primarily transportation and secondarily as a deterrent parked at the schools;
   b. SRO vehicle may be operated by any departmental personnel possessing a valid Florida driver’s license in accordance with all traffic laws of the State of Florida. Unless specifically authorized by their immediate supervisor SRO vehicles are used only to further the mission of their particular assignment;
   c. Departmental special purpose vehicles will be operated in accordance with G.O. 41.1.4. Any deviation requires the authorization of a division commander;
   d. Police department SRO vehicles may be operated by any departmental personnel possessing a valid Florida driver’s license;
   e. The primary responsibility for the care of an assigned vehicle rests with the individual operator. Vehicles will be inspected prior to and after usage in accordance with G.O. 41.3.10. Responsibility for the maintenance of the department’s fleet lies with the City’s Fleet Maintenance Department and/or conditions outlined in lease agreements;
   f. Except motorcycles, bicycles, e-bikes, and electric car, each special purpose vehicle will be equipped and supplied in accordance with G.O. 41.3.1 – Equipment, Patrol Vehicles, and G.O. 41.3.2 – Supplies, Patrol Vehicles; and
   g. Police department utility vehicles/trucks may be operated by any departmental personnel possessing a valid Florida driver’s license.

5. Unmarked Traffic Unit:
   a. The unmarked traffic unit is used as an inconspicuous vehicle for the enforcement of traffic laws.
   b. The unmarked traffic unit may be operated by any departmental personnel possessing a valid Florida driver’s license. The unit is equipped with radar and in-car video equipment which requires certified operation;
   c. Special purpose vehicles will be operated in accordance with G.O. 41.1.4. Any deviation requires the authorization of a division commander;
   d. The unmarked traffic unit may be operated by any departmental personnel possessing a valid Florida driver’s license;
   e. The primary responsibility for the care of an assigned vehicle rests with the individual operator. Vehicles will be inspected prior to and after usage in accordance with G.O. 41.3.10. Responsibility for the maintenance of the department’s fleet lies with the City’s Fleet Maintenance Department and/or conditions outlined in lease agreements;
   f. Except motorcycles, bicycles, e-bikes, and electric car, each special purpose vehicle will be equipped and supplied in accordance with G.O. 41.3.1 – Equipment, Patrol Vehicles, and G.O. 41.3.2 – Supplies, Patrol Vehicles; and
41.1.4 Special Purpose Vehicles/K-9 Unit (cont.)

g. The unmarked traffic unit may be operated by any departmental personnel possessing a valid Florida driver’s license.

6. Citizen Observer Patrol Vehicles:

a. The citizen observer patrol vehicles are used by volunteers for such duties as; parking enforcement, inter-departmental tasks, administrative court tasks, etc.;

b. Citizen observer patrol vehicles may be operated by any departmental personnel/volunteers possessing a valid Florida driver’s license in accordance with all traffic laws of the State of Florida. Unless specifically authorized by their immediate supervisor citizen observer patrol vehicles are used only to further the mission of their particular assignment;

c. Departmental special purpose vehicles will be operated in accordance with G.O. 41.1.4. Any deviation requires the authorization of a division commander;

d. The citizen observer patrol vehicles may be operated by any departmental personnel possessing a valid Florida driver’s license;

e. The primary responsibility for the care of an assigned vehicle rests with the individual operator. Vehicles will be inspected prior to and after usage in accordance with G.O. 41.3.10. Responsibility for the maintenance of the department’s fleet lies with the City’s Fleet Maintenance Department and/or conditions outlined in lease agreements;

f. Except motorcycles, bicycles, e-bikes, and electric car, each special purpose vehicle will be equipped and supplied in accordance with G.O. 41.3.1 – Equipment, Patrol Vehicles, and G.O. 41.3.2 – Supplies, Patrol Vehicles; and

g. The citizen observer patrol vehicles may be operated by any departmental personnel possessing a valid Florida driver’s license.

7. Bicycles/E-bikes and Electric Car:

a. Bicycles/e-bikes and electric car deployment consist of patrolling areas with dense vehicular and pedestrian traffic where foot patrol is limited by distance. Bicycle patrol is often used in shopping centers or parks. Other areas of usage may include:
   1. Schools
   2. Areas with reports of juvenile problems; and

b. Bicycles/e-bike operators require prior training before usage;

c. Officers on bicycles/e-bikes will not be primary officers dispatched to respond to calls, which due to the location would put the rider in unnecessary danger or would cause an excessive response time;

d. Bicycle/e-bike operators require approved training before usage. The electric car may be operated by any departmental personnel with a Florida driver’s license;
41.3.1 Equipment, Patrol Vehicles (continued)

B. All marked patrol vehicles will be equipped with roof mounted emergency lights that are visible when in operation, and an audible siren with a public address system. Emergency lights will consist of a combination of red and blue lights.

C. Unmarked vehicles used for traffic enforcement will be equipped with emergency lights and siren similar to marked patrol vehicles. However, this equipment may not be mounted on the exterior of the vehicle.

41.3.2 Supplies, Patrol Vehicles

A. The following equipment is furnished by the police department to be kept in marked patrol vehicles:

1. Basic first aid kit, checked by the vehicle operator at the beginning of each shift, and the assigned supervisor monthly, refurbished if necessary, and logged by the shift supervisor, containing the following materials and supplies.

   Quantity:

   (1) 16 oz. bottle hydrogen peroxide
   (2) combine dressing (8" x 7.5")
   (8) sterile compresses (4" x 4")
   (1) box of 100 count band aids (1" x 3")
   (1) box ammonis inhalants
   (9) swabs antimicrobial hand wipes
   (2) rolls of tape, one roll (1.5"), one roll (1"
   (2) rolls 6" Medline cloth wrap
   (2) rolls 3" Medline cloth wrap
   (3) rolls cotton 4" gauze
   (3) rolls cotton 2" gauze
   (2) face masks
   (3) pairs plastic gloves
   (2) red bio hazard bags

NOTE: Upon request, First Aid Supplies will be replenished at the Cooper City Fire Department.

2. Trunk Container, large plastic with lid, including:

   a. Blankets, disposable (for burn or shock victims) 1
   b. Fire extinguisher, (20 lb., type A/B/C) 1
   c. First-Aid kit (item 1 above) 1
   d. Life ring, 16 " 1
   e. Rope, nylon, 100 foot 1
   f. Tape measure 100 foot (traffic and PSA units) 1
41.3.3 Supplies, Patrol Vehicles (continued)

- Traffic flares, (30 minute fuses) supervisor vehicles 12 minimum
- Traffic flares, (30 minute fuses) patrol vehicles 4 minimum
- Reflective traffic cones 3
- Hypo-Guard (or equivalent) needle & syringe container 1

NOTE: Upon request, supplies will be replenished by the Operations Division Commander or his designee.

B. The following equipment is furnished by the police department to be kept in the traffic units for special request usage by patrol officers:

1. Camera, 35 mm, and film.
2. Crash and Report Forms
3. Crime Scene Tape
4. Knife, slide utility capable of cutting cord, rope or seat belts
5. Marking crayons; Orange Reflective Spray Paint
6. Roller tape;

C. Every officer operating or in control of a marked patrol vehicle will ensure that the required equipment is in the vehicle and in proper operating condition. Should an item be missing, in need of repair, or require replenishing, the officer assigned to the vehicle will report the deficiency to his or her supervisor, who will be responsible for the items repair or replacement.

41.3.4 Use of Seat Belts

A. All vehicles used by the CCPD will have approved occupant restraint devices (seat belts) following the standards set forth in Florida State Statute 316.614 and by the US Department of Transportation.

B. Following Florida State Statutes and by this policy, all front seat passengers will wear seat belts.

C. All civilians riding in a police department vehicle will be required to wear seat belts, or be restrained by a child car seat no matter where they sit (front or back).

D. When transporting one or more prisoners, they will be restrained by seat belts. If a prisoner accompanied by a child is to be transported, a child car seat will be obtained from headquarters before moving the vehicle. The only exception will be individuals considered medically exempt. If the officer determines a prisoner is medically exempt, he or she will notify the supervisor or O.I.C. before transport.
COOPER CITY POLICE DEPARTMENT
DUI / EVENT TRAILER UNIT #5295
01/15/04

1 TRAILER CITY VEHICLE 5295 WITH AWNING
1 GENERATOR 110V MITSUBISHI MODEL M636700, SERIAL 1007926
8 REGENT LIGHTING LAMP POSTS ORANGE DUAL FLOODLIGHTS
   MODEL WZT1000
2 FLOOR FLOODLIGHTS WITH ATTACHED EXTENSION CORDS
2 DUI CHECK POINT SIGNS
2 TAN DESKS
1 BROWN / SILVER PORTABLE TABLE
43 FOUR INCH (4") CONES
2 YELLOW CHAIRS
2 GREY TRASH BINS
1 GALLON GAS CONTAINER
1 GOLD FOLDING CHAIR
1 BLACK PLASTIC STORAGE BOX
COOPER CITY POLICE DEPARTMENT
VIDEO CAMERA EQUIPMENT
01/15/04

5180 MOBILE VISION EVIDENCE IN MOTION
CAMERA -057183 / ANTENNA -057258

5265 DECATOR GEMINI PLUS VGPH 003499

5279 DECATOR GEMINI PLUS VGPH 006231

5315 DECATOR GEMINI PLUS VGPH 006259

5316 DECATOR GEMINI PLUS VGPH 006228

5317 DECATOR GEMINI PLUS VGPH 006246

5324 DECATOR GEMINI PLUS VGPH 006235

5325 DECATOR GEMINI PLUS VGPH 006220

5327 DECATOR GEMINI PLUS VGPH 006233

5330 DECATOR GEMINI PLUS VGPH 006258

5302 DECATOR GEMINI PLUS VGPH 006187

5300 DECATOR GEMINI PLUS VGPH 006237

5267 MOBILE VISION EVIDENCE IN MOTION
CAMERA -070137 / ANTENNA -070137

5303 KUSTOM EYEWITNESS
CAMERA -C13B10101 / ANTENNA -EV1400127069

5292 KUSTOM EYEWITNESS
CAMERA -EK51310160 / ANTENNA -EV140014299
LETTER OF TRANSMITTAL

COOPER CITY PUBLIC WORKS
9070 S.W 51 Street
Cooper City, Florida 33328
Ph  954-434-2300
Fax  954-433-1365

DATE:   January 30, 2004

ATTENTION:

COMPANY:    Broward County

RE:    Receipt of Police and Fire Vehicle Inventory and Work Order History

<table>
<thead>
<tr>
<th>Vehicle Number</th>
<th>Description</th>
<th>Vin</th>
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