AGREEMENT
BY AND BETWEEN
THE SHERIFF OF BROWARD COUNTY, FLORIDA
AND
CITY OF WEST PARK
FOR
LAW ENFORCEMENT AND FIRE RESCUE SERVICES

THIS AGREEMENT is made and entered into in Broward County, Florida, this 20th day of November, 2007 by and between the City of West Park, 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 the Sheriff of Broward County, Florida (hereinafter referred to as BSO).

WITNESSETH:

WHEREAS, the CITY is desirous of maintaining a 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 this 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 pursuant to 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

BACKGROUND: PURPOSE AND INTENT

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

1.2 It is the purpose and intent of this Agreement for BSO and the CITY to provide for a means by which each governmental entity may exercise cooperatively its respective powers and privileges in order to further a common goal.

1.3 BSO and the CITY find the method of delivery of law enforcement, emergency medical, fire protection and fire prevention services set forth in this Agreement is in the best interests of the public and can best be accomplished through coordination of the provision of such services as set forth herein.

1.4 The CITY and BSO understand and acknowledge that the staffing levels for the District, which includes the geographic areas of the City of West Park and Town of Pembroke Park, have been mutually agreed upon and represent minimum staffing for the District. It is further understood and acknowledged that the staffing levels and the consideration as set forth herein are based upon the premise that BSO's services will be provided to the District as a whole, which enables such services to be more effectively and efficiently provided to the CITY and the Town of Pembroke Park through combined resources. In the event the agreement between BSO and the Town of Pembroke Park for law enforcement and fire rescue services expires or is terminated, either the CITY or BSO may upon written notice to the other party re-open this Agreement to renegotiation of the staffing structure and any resulting adjustments to the
consideration. The parties understand and acknowledge that a modification to the staffing structure may result in an adjustment to the consideration payable by the CITY to BSO. The CITY and BSO will act with due diligence and in good faith during the negotiation process.

1.5 The parties accept the above statements, description and background as predicates for the undertakings and commitments included within the provisions that follow.

ARTICLE II
DEFINITIONS

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

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

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

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

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

2.1.5 CITY Address shall mean P.O. Box 5710, West Park, FL 33083.
2.1.6 City Administrator shall mean the duly appointed and validly existing City Administrator of the CITY. In the absence of the CITY Administrator, the Assistant City Administrator or person acting in the capacity of City Administrator shall have the same authority as that of the City Administrator.

2.1.7 District shall mean the South Broward District, which includes the total geographic area within the municipal boundaries of the City of West Park and the Town of Pembroke Park.

2.1.8 Fire Rescue Liaison shall be the BSO representative appointed by BSO's Director of Fire Rescue to serve as the liaison between the CITY and BSO for fire rescue services.

2.1.8 District Fire/Rescue Headquarters shall mean the building located at 2610 SW 40th Avenue, West Park, Florida (or other temporary site during any facility renovation) for fire rescue.

2.1.9 District Law Enforcement Headquarters shall mean the building located at 3201 W. Hallandale Beach Boulevard, Pembroke Park, FL 33023.

2.1.10 District Police Chief shall mean the individual appointed under Article XIX to be responsible for all law enforcement employees and law enforcement activities within the District. The District Police Chief will serve as liaison between CITY and BSO, and ensure the maintenance of effective morale, discipline, and law enforcement service.

2.1.11 Effective Date shall mean October 1, 2007.
2.1.12 **Patrol Deputy Sheriffs** shall mean Deputy Sheriffs that patrol the District irrespective of the rank (i.e. Deputy Sheriff, Deputy Sheriff Sergeant, Deputy Sheriff Lieutenant, Deputy Sheriff Captain).

2.1.13 **Patrol Zone** shall mean the geographic areas within the District, as shown in Exhibit A. Patrol Zones may be modified upon written concurrence of the District Police Chief, the West Park City Administrator and the Town of Pembroke Park Town Administrator.

2.1.14 **Reserve Firefighter** shall mean a member of the BSO Fire Reserve Program who provides fire suppression related services either for no compensation or for compensation that does not exceed the actual expenses related to service and training.

**ARTICLE III**

**LAW ENFORCEMENT SERVICES**

3.1 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. The parties agree that BSO uniformed deputies assigned to the District shall have as their primary duty the patrol of the District. The law enforcement services to be provided by BSO to the CITY shall 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/dive 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) Public education programs;
s) At the request of the CITY Administrator, 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;
t) The District Police Chief, or designee, will, at the CITY’s request, attend and participate at all CITY department head meetings, CITY Commission meetings and Development Review Committee meetings;
u) Upon the request of a homeowners’ association, the District Police Chief or designee and Code Enforcement Representative will attend the association’s meeting;
v) Drug enforcement and money laundering enforcement; and
w) Vacation House Checks
3.2 The law enforcement staffing structure for the District will be as follows:

1 District Police Chief
1 Deputy Sheriff Lieutenant
6 Deputy Sheriff Sergeant
36 Deputy Sheriffs
2 Community Service Aides
1 Investigative Aide
1 Administrative Support Specialist
48 Total District Complement

3.3 Utilizing the staffing structure, as provided above, the District Police Chief shall provide minimum staffing within the District of fourteen (14) Patrol Deputy Sheriffs who shall patrol the 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, unless there are sworn personnel assigned to the District on extended leave (i.e. FMLA, workers compensation). In the event there are sworn personnel assigned to the District on extended leave, the average number of sworn personnel provided shall be proportionately reduced based upon the number of sworn personnel on extended leave. The District Police Chief shall have the discretion to assign the Patrol Deputy Sheriffs to the appropriate Patrol Zone within the District in order to meet the law enforcement needs of the District. In the event the District Police Chief is unable to provide the minimum fourteen (14) Patrol Deputy Sheriffs from the staffing structure set forth herein within a twenty-four (24) hour period, the District Police Chief shall make every effort to provide temporary support to the District.
3.4 It is the responsibility of the District Police Chief or designee, to properly assign personnel to adequately provide law enforcement services within the District.

3.5 The District Criminal Investigations Unit is a specialized assignment within the District for particular investigations where and as the need for same requires. The assignment of detectives and the utilization of the Criminal Investigations Unit will be determined by the District Police Chief or designee subject to recognized labor guidelines.

3.6 The District Neighborhood Response Team is a specialized assignment within the District for particular investigations where and as the need for same requires. The deployment of the Neighborhood Response Team will be determined by the District Police Chief or designee subject to recognized labor guidelines.

3.7 BSO shall provide vacation-house-check services not less than once during each twenty-four (24) hour period for each resident of the CITY who registers for such service.

3.8 BSO will have a Community Service Aide assigned to the front desk at the District Law Enforcement Headquarters during the hours mutually agreed upon by the City Administrator, Town of Pembroke Park Town Administrator and the District Police Chief. Said Community Service Aide shall be from the existing staffing complement as described in Section 3.3. The parties agree that the entrance to the lobby of the District Law Enforcement Headquarters will be only closed at times mutually agreed to by the District Police Chief, Town of Pembroke Park Town Administrator and the City Administrator.

3.9 BSO shall answer and administer, on a twenty-four (24) hour daily basis, all telephone communications related to law enforcement services in the District.
3.10 The District Police Chief will attend all CITY Commission meetings. At the request of the CITY Administrator, an additional uniformed Deputy Sheriff(s) shall be available from existing staff to attend any regular and special CITY Commission meeting. Said Deputy Sheriff(s) shall be from the existing staffing complement as described in Section 3.3.

3.11 BSO shall investigate employment related criminal allegations (i.e. fraud, theft, assault, battery) filed against CITY personnel provided such investigations are within BSO’s jurisdiction.

3.12 BSO shall assist the CITY with security related issues to the extent such issues are normally handled by law enforcement.

3.13 At the City Administrator's request, BSO will provide local criminal records checks on prospective CITY employees.

3.14 BSO shall ensure that all deputies assigned to the District receive adequate training regarding CITY Ordinances.

3.15 Except as otherwise hereinafter specifically set forth, such professional police services shall encompass all those duties and functions of the type coming within the jurisdiction of and customarily rendered by municipal police departments and the Office of the Sheriff of Broward County, in accordance with this Agreement.

**ARTICLE IV**

**EMERGENCY MEDICAL SERVICES**

4.1 BSO will provide emergency medical services to the CITY on a twenty-four (24) hour, seven (7) days per week basis during the term of this Agreement.
4.2 BSO shall provide emergency medical transportation for all patients requiring transportation to an appropriate hospital emergency department.

4.3 BSO will have two (2) ALS rescue/transport vehicles assigned to the District. Each ALS rescue/transport vehicle will be staffed with two (2) fire fighter/paramedics, one (1) of which will be an officer.

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

4.5 BSO shall bill for and collect revenues from patients requiring medical transportation and remit such revenue to the CITY in accordance with the provisions set forth in Article XVIII of this Agreement.

ARTICLE V

FIRE PROTECTION SERVICES

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

5.2 BSO will have one (1) Class "A"/NFPA 1901 compliant fire apparatus/ALS first responder engine assigned to the District. The fire apparatus/first responder engine will be staffed with one (1) officer, one (1) driver engineer and one (1) firefighter.
5.3 The District Fire Liaison and/or designee will, at the CITY's request, attend and participate at all CITY department head meetings, CITY Commission meetings and Development Review Committee meetings.

ARTICLE VI

FIRE PREVENTION SERVICES

6.1 BSO shall provide fire prevention services, including inspection and plan review, development review, and fire investigations, through use of properly certified personnel consistent with all applicable law and codes. BSO's Fire Marshal or designee, shall be deemed to be the Chief Fire Code Official for the CITY as required by the Florida Fire Prevention Code and the Broward County Local Fire Code amendments and will be assisted by Fire Inspectors as needed, in the enforcement of the adopted fire prevention and life safety codes. The CITY agrees to take all action requested and necessary to ensure that BSO's Fire Marshal or designee, and its fire inspectors, are lawfully empowered to enforce the Florida Fire Prevention Code and the Broward County Local Fire Code Amendments within the CITY.

6.2 BSO shall assign two (2) full-time (40 hours per week) Fire Inspectors to the District to provide fire prevention services.

6.3 BSO shall perform annual inspections of residential and commercial property required to be inspected in accordance with the Florida Fire Prevention Code and the Broward County Local Fire Code amendment, to the extent the two (2) Fire Inspectors assigned to the District can perform such inspections within each annual period. At the request of the CITY and upon the execution of a written amendment to
this Agreement, the number of fire inspectors in the District may be increased to the level necessary for the annual inspection of every residential and commercial property as required by Florida Fire Prevention Code and the Broward County Local Fire Code amendment. BSO will provide the City Administrator with a monthly report of the residential and commercial inspections performed by BSO.

6.4 BSO shall provide public education programs, through personnel assigned to the CITY, designed to reduce the risk of property damage, injury, or loss of life from fire.

6.5 BSO shall provide all vehicles and equipment to perform Fire Prevention Services.

ARTICLE VII

SPECIALIZED SERVICES

BSO shall provide the following specialized services, consistent with service levels BSO concurrently renders to other agencies and municipalities, without additional cost to the CITY:

a) BSO shall provide, as needed, hazardous material response services equipped and trained to provide specialized response in case of an accidental spill or leak of hazardous materials or product.

b) BSO shall provide air rescue services.

c) BSO shall provide technical rescue services with specially equipped and trained personnel for above grade/high angle and below grade rescues.
d) BSO shall provide fire investigation services, including arson investigation assistance.

e) All other specialized services that BSO generally renders to other agencies or municipalities.

ARTICLE VIII

DISPATCH AND RESPONSE

8.1 BSO agrees to provide the CITY, without additional cost, central dispatch and E-911 services necessary to fulfill the obligations of BSO under this Agreement.

8.2 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 Police Chief and District Fire Liaison will monitor response time reports and provide copies of the response time reports, citizen complaints and their status / disposition to the CITY Administrator upon request.

ARTICLE IX

CODE ENFORCEMENT

9.1 BSO, through its Deputy Sheriffs assigned to the District will assist the CITY's Code Enforcement Unit with parking enforcement and code enforcement related services within the CITY. Upon request of CITY Code Enforcement personnel, Deputy Sheriffs will assist such personnel with the issuance of citations.
9.2 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.

9.3 The CITY’s attorney will prosecute any CITY code enforcement related cases and advise BSO on any Code related issues occurring within the CITY. BSO shall not be responsible for the prosecution of any code related cases occurring within the CITY.

**ARTICLE X**

**MUTUAL AID**

10.1 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, vehicles, equipment and apparatus located within or outside the District on a temporary basis.

10.2 BSO may develop mutual aid and automatic aid agreements with government agencies within and outside of Broward County to provide law enforcement, fire and emergency medical services through coordinated operational resources. The CITY Administrator shall be notified of such agreements in a timely manner.

**ARTICLE XI**

**SPECIAL DETAILS**

BSO shall provide security and traffic detail deputies and firefighters/paramedics 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. For non-CITY sponsored events, BSO and the sponsoring entity shall work out the terms and conditions of the special detail and all costs for such detail shall be borne by the sponsoring agency and not the CITY. BSO shall be entitled to retain fees for non-CITY sponsored (a) Emergency Medical Services Standby Services; (b) Fire Protection Standby Services; (c) Fire Prevention Standby Services; and (d) Special Event Permits.

ARTICLE XII

ANCILLARY SERVICES

12.1 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 government agencies:

a) Full service crime lab;
b) Helicopter patrol and air rescue services;
c) Organized Crime Intelligence gathering activities and drug enforcement;
d) Prisoner and jail services;
e) E-911 (law enforcement, fire, and EMS);
f) Other support services, such as Traffic Homicide, Canine, etc., as available to other BSO Districts or law enforcement jurisdictions; and
g) Any other such units or service as BSO may provide normally to other law enforcement agencies during the term of this Agreement.
12.2 Additionally, BSO's professional administration is comprised of the following internal functions:

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

b) Public Information – BSO public information and media release services as related to law enforcement and fire rescue.

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.

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

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

i) to carry out the intent of the grant program as approved by the granting agency
and the CITY.

ARTICLE XIII

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 440, 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. CITY shall not be liable for benefits accrued by any employees during their tenure with the BSO.

ARTICLE XIV

EMPLOYMENT: RIGHT OF CONTROL

14.1 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.

14.2 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
District, with respect to West Park's geographic area, including neighborhood areas.

ARTICLE XV

AUTHORITY TO ACT

The CITY does hereby vest in each BSO employee, deputy sheriff and
fire/rescue personnel of BSO, who, from time to time, may be assigned, either
temporarily or permanently, to the District and who provide services within the CITY's
municipal boundaries, to the extent allowed by law, the powers of the CITY which are
necessary to implement and carry forth the services, duties, and responsibilities to the
CITY imposed upon BSO hereby, for the sole and limited purpose of giving official and
lawful status and validity to the performance of such services, duties and
responsibilities. Every employee of BSO so empowered hereby and engaged in the
performance of the 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. Accordingly, BSO deputy sheriffs 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 to the services contemplated herein.

**ARTICLE XVI**

**CONSIDERATION**

16.1 **Law Enforcement Services.**

16.1.1 For fiscal year 2008 (October 1, 2007 – September 30, 2008), the consideration due from the CITY to BSO for law enforcement services pursuant to this Agreement is three million four hundred sixteen thousand six hundred fifty nine dollars ($3,416,659.00), which will be paid in twelve (12) equal monthly payments of two hundred eighty four thousand seven hundred twenty one and 59/100 dollars ($284,721.59) commencing October 1, 2007.

16.1.2 For fiscal years 2009, 2010, 2011, 2012, 2013 and 2014, the consideration due from the CITY to BSO for law enforcement services pursuant to this Agreement shall be determined by adding the following.

a. BSO’s budgeted costs for items other than health insurance premiums, workers compensation premiums and pension contributions, but in no event will the increase be more than 5% over the budgeted costs for the same items in the preceding year.
b. BSO's budgeted costs for workers compensation premiums and pension contributions, which will be based upon projected costs. The projected cost of these items will be supported with third party documentation.

c. BSO's budgeted costs for health insurance premiums which will be based upon projected costs, but in no event will the increase be more than 9% over the budgeted costs in the preceding year.

BSO will provide the CITY with the above costs for fiscal years 2009, 2010, 2011, 2012, 2013 and 2014 on or before June 1 of the preceding fiscal year. BSO will provide written documentation to support any increases in the cost to the CITY.

16.2 Fire Rescue Services.

16.2.1 For fiscal year 2008 (October 1, 2007 – September 30, 2008), the consideration due from the CITY to BSO for fire rescue services pursuant to this Agreement is two million ninety five thousand nine hundred eighty three dollars ($2,095,983.00), which will be paid in twelve (12) equal monthly payments of one hundred seventy four thousand six hundred sixty five and 25/100 dollars ($174,665.25) commencing October 1, 2007.

16.2.2 For fiscal years 2009, the consideration due from the CITY to BSO for fire rescue services pursuant to this Agreement shall be determined by adding the following:

a. BSO's budgeted costs for items other than health insurance premiums, workers compensation premiums and pension
contributions, but in no event will the increase be more than 5% over
the budgeted costs for the same items in the preceding year.
b. BSO’s budgeted costs for workers compensation premiums and
pension contributions, which will be based upon projected costs. The
projected cost of these items will be supported with third party
documentation.
c. BSO’s budgeted costs for health insurance premiums which will be
based upon projected costs, but in no event will the increase be more
than 9% over the budgeted costs in the preceding year.

16.2.3 For fiscal year 2010, the consideration due from the CITY to BSO for fire
rescue services pursuant to this Agreement shall be sixty percent (60%) of BSO’s
budgeted costs to provide fire rescue services to the District for such fiscal year, which
is payable in twelve (12) equal monthly payments.

16.2.4 For fiscal years 2011, 2012, 2013 and 2014, the consideration due from the
CITY to BSO for fire rescue services pursuant to this Agreement shall be
determined by adding the following:

a. BSO’s budgeted costs for items other than health insurance premiums,
workers compensation premiums and pension contributions, but in no
event will the increase be more than 5% over the budgeted costs for the
same items in the preceding year. The percentage rate increase shall be
calculated on the total consideration in the prior year, with no adjustments
for vacancy rate credits.
b. BSO's budgeted costs for workers compensation premiums and pension contributions, which will be based upon projected costs. The projected cost of these items will be supported with third party documentation.

c. BSO's budgeted costs for health insurance premiums which will be based upon projected costs, but in no event will the increase be more than 9% over the budgeted costs in the preceding year.

BSO will provide the CITY with the above costs for fiscal years 2011, 2012, 2013 and 2014 on or before June 1 of the preceding fiscal year. BSO will provide written documentation to support any increases in the cost to the CITY.

16.3 The CITY and BSO understand and acknowledge that the budgeted costs and annual increases will be calculated on the total budget for the District with the CITY being responsible for sixty percent (60%) of such budgeted costs and annual increases.

16.4 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, unless otherwise agreed to or set forth herein.

16.5 In the event additional geographic areas are annexed, either the CITY or BSO may upon written notice to the other party re-open this Agreement to renegotiation of the staffing levels, station locations, consideration, and any other terms and conditions impacted by the annexation.
ARTICLE XVII
FINES, FORFEITURES; PAYMENT

17.1 All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for the CITY pursuant to Florida Statutes, Section 943.25, may be assigned over to the CITY and used by the CITY for the law enforcement education purposes authorized in the statute.

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

17.3 BSO agrees that any currency seized within the CITY’S geographic boundaries, through active participation of the District’s personnel, pursuant to this Agreement and Chapter 932 of the Florida Statutes, and subsequently forfeited, shall be deposited into the CITY’s Law Enforcement Trust Fund established by the CITY of West Park in an amount that represents the CITY’s share, as defined in paragraph 17.7, of such currency less any and all costs and expenses incurred by BSO in the forfeiture of such currency. The funds shall be and shall always remain in the ownership of the CITY.
17.4 Upon concurrence of the District Police Chief and the CITY Administrator, the District Police Chief 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. The request shall first be submitted to the CITY's legal advisor for a determination of the legality of the request. The CITY's legal advisor with assistance, if necessary, from BSO's legal advisor shall render an opinion within fifteen (15) days of the written request of the CITY. The District Police Chief agrees to submit the application to the CITY Commission for appropriation accompanied by a written certification that the request complies with the provisions of Florida Statutes, 932.7055(4). Upon appropriation, such funds shall be used for their designated purpose(s) within the confines of the CITY.

17.5 The parties agree that the decision to dispose of or use personal property seized within the CITY through active participation of the District personnel shall be in the sole discretion of the City Administrator. The District Police Chief may apply to the CITY to use such personal property outside the CITY, and, if approved by the City Administrator, BSO shall allocate the funds to the CITY's Law Enforcement Trust Fund equivalent to the CITY's share, as defined in paragraph 17.7, of the mutually agreed upon fair market value of such personal property less any lien on such property. In the event it is decided to use such personal property within the CITY, such property will be used within the CITY until the disposition of the property or termination of this Agreement, whichever is earlier. In the event the property is disposed of prior to termination of this Agreement, BSO shall allocate the net proceeds from the disposition to the CITY's Law Enforcement Trust Fund. In the event that this Agreement is
terminated prior to the disposition of the property, the property shall be turned over to the CITY.

17.6 The parties agree that the decision to use or dispose of real property seized within the CITY, through active participation of the District's personnel, and subsequently forfeited, shall be in the sole discretion of the City Administrator.

17.7 If the seizure occurs within the geographic boundaries of the CITY and involves only BSO personnel assigned to the District, the CITY's share is 100% of the seizure. In the event BSO law enforcement personnel from outside the District or law enforcement personnel from other law enforcement agencies are involved in any seizure that occurs within the geographic boundaries of the CITY, the CITY's share will be based upon the ratio that the District's personnel's participation bears, to the participation of all law enforcement personnel that participated in the seizure of the property.

ARTICLE XVIII

FIRE RESCUE AND PREVENTION FEES

18.1 The CITY shall retain fees and fines generated through fire protection and prevention and emergency medical services, including but not limited to EMS Transport Fees, Fire Plan Review Fees, Fire Inspection, Special Event Fees and Reinspection Fees, and other similar fees. All fees imposed shall be at the rate and terms as established by the CITY.

18.2 BSO and the CITY will coordinate the collection of all fines and fees with BSO collecting fees for emergency medical and the CITY collecting fees for fire

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prevention services and fire protection. Any fines and fees collected by BSO for emergency medical will be transmitted to the CITY on or before the end of the subsequent month along with a written report detailing the fines and fees collected by BSO.

18.3 BSO shall maintain a detailed listing of all EMS and fire calls which shall include at least the following: the date and time of the call, the address of the call, if there is no address a brief description of the roadway, intersection may be substituted, the classification of the property according to the National Fire Incident Reporting System (NFIRS). A complete detailed listing shall be provided to the CITY upon request. BSO shall maintain and provide any other information reasonably necessary for the CITY’s calculations and continued implementation of a Fire Services Assessment Fee. The Fire Assessment Fee shall continue to be imposed and collected by the CITY.

ARTICLE XIX

DISTRICT POLICE CHIEF

19.1 The District Police Chief shall, among other specified duties, act as liaison between the CITY Administrator and BSO.

19.2 The selection of a District Police Chief shall be initiated by BSO selecting three (3) qualified candidates for the position of District Police Chief. BSO agrees to make such selections in good faith and in the best interest of the CITY. BSO shall provide the West Park and Pembroke Park City Administrators (hereinafter collectively referred to as the “City Administrators”) with written notification of the selected
candidates and their qualifications. Within ten (10) calendar days after the City Administrators’ receipt of such notice, representatives from BSO shall meet with the City Administrators to discuss the candidates’ qualifications. In the event none of the first three (3) candidates are acceptable to the City Administrator(s), BSO shall submit the names of three (3) additional candidates for consideration. The City Administrators shall have the opportunity to interview each of the candidates. In the event these candidates are unacceptable, BSO and the City Administrators will work jointly and cooperatively toward identifying an acceptable candidate.

19.3 In the event the City Administrator becomes dissatisfied with the performance of the District Police Chief, the City Administrator shall provide notification to BSO. Thereafter, BSO and the City Administrators shall meet to discuss possible remedies of the problems experienced by the City Administrator. BSO agrees to act in good faith in resolving any problems experienced by the City Administrator.

19.4 The District Police Chief will staff the District Headquarters.

19.5 The District Police Chief, District Fire Liaison and the City Administrator will collectively be responsible for all emergency management duties of the CITY.

ARTICLE XX

INSURANCE

20.1 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:
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.

20.2 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.

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

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

ARTICLE XXI

HOLD HARMLESS

To the extent permitted by law, BSO 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 BSO while acting within the scope of their employment; and BSO 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 negligent acts or negligent omissions of the employees of BSO while acting within the scope of their employment. BSO will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

ARTICLE XXII

INDEPENDENT CONTRACTOR

BSO, for 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 deputies and fire/rescue personnel pursuant to Article XV.

ARTICLE XXIII

TERM

This Service Agreement shall remain in full force and effect commencing on October 1, 2007 and ending September 30, 2014, all dates inclusive, unless this
Service Agreement is otherwise extended or terminated in accordance with the terms hereof.

ARTICLE XXIV
OPTION TO RENEW

Upon mutual agreement of the parties, this Agreement may be renewed for an additional three (3) years. Thereafter, this Agreement may be renewed, for an additional five (5) year term upon mutual agreement of the parties. The CITY agrees to furnish BSO notice of its intent to renew this Agreement no less than ninety (90) calendar days prior to the expiration of the then current term of this Agreement.

ARTICLE XXV
TERMINATION

25.1 In the event that either party hereto materially defaults in the performance of any of its duties or obligations hereunder and does not substantially cure such default within thirty (30) calendar days after being given written notice specifying the default ("cure period"), then the party not in default may, by giving at least seventy-five (75) calendar days written notice after the cure period to the defaulting party, terminate this Agreement as of a date specified in such notice of termination.

25.2 In the event of termination of this Agreement 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 XXVI

TRANSITION

26.1 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 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 and fire/rescue related services.

26.2 The remuneration to be paid to BSO during the transition period shall be based upon the budgeted cost of providing such services during the transition period.

26.3 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 XXVII

TOWING SERVICES

It is recognized that the CITY may enter into a towing agreement with a local vendor. From time to time, BSO, through its agents or employees, investigates traffic cases and/or fatalities which require stringent custodial procedures where criminal evidence is involved. If the CITY enters into a towing agreement with a local vendor, BSO will honor the CITY's agreement for tows occurring within the municipal boundaries of the CITY; provided however, that the vendor meets all of BSO's specifications with regards to maintaining criminal evidence in the above described cases; BSO vehicles assigned to the CITY or in need of towing within the CITY are towed by the vendor at no cost to BSO; vendor provides towing and storage services for property with evidentiary/investigative holds at no cost to BSO and the owner; and the vendor lists BSO as an additional insured on insurance policies meeting the specifications of BSO's Risk Administrator. BSO reserves the right to use another vendor to tow if the CITY's vendor fails to comply with the BSO specifications, refuses to tow BSO vehicles as described above at no cost, or fails to list BSO as an additional insured. Further, BSO also reserves the right to continue to use towing services other than those of the CITY's vendor with regards to all confiscations/forfeiture cases occurring within the CITY.

SECTION XXVIII

AUTHORITY TO EXECUTE; NO CONFLICT CREATED

28.1 BSO, by and through the Sheriff's signature, does hereby represent to CITY that the Sheriff has full power and authority to make and execute this Service
Agreement pursuant to the power so vested in the Sheriff 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. The Sheriff’s 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. 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 Administrator 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 West Park, 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 West Park or the laws of the State of Florida.

ARTICLE XXIX
NOTICE

All notices required hereunder shall be by first class mail, except that any Notice of Termination shall be mailed via U.S. certified mail, return receipt requested and any notice required hereunder shall be addressed to the party intended to receive same at
the following addresses or such other address as specified in writing by the respective
party to the other party:

29.1 CITY: c/o Mayor
West Park City Hall
P.O. Box 5710
West Park, FL 33083

CITY: c/o CITY Administrator
West Park City Hall
P.O. Box 5710
West Park, FL 33083

29.2 BSO: Sheriff of Broward County
Broward County Sheriff’s Office
P.O. Box 9507
Fort Lauderdale, FL 33310

BSO: Office of General Counsel
Broward County Sheriff’s Office
2601 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

THIRD PARTY BENEFICIARIES

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

ARTICLE XXXIV

BINDING EFFECT

This Agreement shall inure to the benefit of and be binding upon the respective Parties' successors.
AGREEMENT BETWEEN THE CITY OF WEST PARK AND 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, on the date(s) set forth below.

SHERIFF OF BROWARD COUNTY

By: Al Lamberti, Sheriff

Date: 11-20-07

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

By: Kimberly Kisslan, Interim General Counsel

Date: 11/20/07
AGREEMENT BETWEEN THE CITY OF WEST PARK AND SHERIFF OF BROWARD COUNTY, FLORIDA FOR LAW ENFORCEMENT AND FIRE RESCUE SERVICES.

CITY OF WEST PARK

ATTEST:

By: [Signature]

ERIC H. JONES JR., MAYOR

Dated: Nov 20, 2007

By: [Signature]

RUSSEL BENFORD,
CITY ADMINISTRATOR

Date: Nov 20, 2007

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature]

BURNADETTE NORRIS-WEEKS,
CITY ATTORNEY
EXHIBIT A
PATROL ZONES