Meeting Date: April 28, 2015

Agenda Item 27

REQUESTED COMMISSION ACTION:

Consent	X Ordinance	Resolution	Consideration/ Discussion	Presentation

Short Title: AN ORDINANCE APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A THIRD AMENDMENT TO AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF POMPANO AND THE SHERIFF OF BROWARD COUNTY.

Summary of Purpose and Why:

To extend agreement to allow for continued negotiations for police services.

(1) Origin of request for this action: Broward County Sheriff and City
(2) Primary staff contact: Dennis W. Beach/Mark Berman 954 4501
(3) Expiration of contract, if applicable:
(4) Fiscal impact and source of funding:

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Attorney	4/8/15		
Finance	4/8/15	Approved	
Budget	4-9-15		

X City Manager

Dennis W. Beach

ACTION TAKEN BY COMMISSION:

Ordinance		Resolution		Consideration	
Workshop					
1st Reading	4/14/15 Approved	1st Reading		Results:	Results:
2nd Reading	4/28/15				

City Attorney's Communication #2015-780
March 30, 2015

2015 MAR 30 PM 4:32

TO: Dennis W. Beach, City Manager

FROM: Mark E. Berman, Assistant City Attorney

RE: Ordinance – Third Amendment to Agreement for Police Services

As requested, the above-referenced Agreement has been revised and is attached at this time along with the appropriate Ordinance captioned as follows:

> **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A THIRD AMENDMENT TO AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND THE SHERIFF OF BROWARD COUNTY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

Please do not hesitate to contact me if I may be of further assistance.

MARK E. BERMAN

/jrm
l:cor/mgr/2015-780

Attachments

ORDINANCE NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A THIRD AMENDMENT TO AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND THE SHERIFF OF BROWARD COUNTY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Third Amendment to the Agreement for Police Services between the City of Pompano Beach and the Sheriff of Broward County, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
ASCELETA HAMMOND, CITY CLERK

/jrm
3/30/15
L:ord/2015-279

THIRD AMENDMENT

TO

AGREEMENT

FOR

POLICE SERVICES

This Third Amendment is entered into this _____ day of _____, 2015, by and between the Sheriff of Broward County (hereinafter referred to as "SHERIFF") and the City of Pompano Beach, FL (hereinafter referred to as the "CITY").

WHEREAS, on or about July 26, 2010, SHERIFF and the CITY entered into an Agreement for Police Services; and

WHEREAS, on or about January 31, 2011, SHERIFF and the CITY entered into a First Amendment, which removed Code Compliance from the staffing structure; and

WHEREAS, on or about September 30, 2014, SHERIFF and the CITY entered into a Second Amendment, to extend the term of the Agreement; and

WHEREAS, the Agreement for Police Services, First Amendment and Second Amendment are hereinafter collectively referred to as the "Agreement"; and

WHEREAS, CITY and SHERIFF are now desirous of extending the Agreement to allow for continued negotiations; and

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. The foregoing recitations are true and correct and are incorporated by reference.

2. The Agreement shall be extended until September 30, 2015. This Amendment shall be retroactive to January 27, 2015.

3. Effective May 1, 2015, the staffing level is amended as follows:

   District Complement

   1 Major

   3 Captains

6 Lieutenants

22 Sergeants

201 Deputy Sheriffs

16 Community Service Aides

1 Investigative Aide II

2 Records Technician

8 Secretarial Support

260 TOTAL PERSONNEL

4. Except as modified herein, all remaining items and conditions of the Agreement, shall remain in full force and effect.

IN WITNESS HEREOF, each of the parties hereto executes this Third Amendment through its duly authorized representatives as set forth below.

"SHERIFF":

SHERIFF OF BROWARD COUNTY

_____ Date:_____

SCOTT J. ISRAEL, SHERIFF

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

By: _____ Date:_____

RONALD M. GUNZBURGER
GENERAL COUNSEL

"CITY":

Witnesses:

CITY OF POMPANO BEACH

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH, CITY MANAGER

Attest:

_____
ASCELETA HAMMOND, CITY CLERK (SEAL)

Approved by:

_____
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

:jrm
3/30/15
agr/bso/2015-783

H:contracts/pompano beach 3rd amendment 3-11-15

ORDINANCE NO. 2014-65

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND THE SHERIFF OF BROWARD COUNTY TO EXTEND THE TERM OF THE ORIGINAL AGREEMENT FOR A TEMPORARY PERIOD; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Second Amendment to the Agreement for Police Services between the City of Pompano Beach and the Sheriff of Broward County, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 14th day of October, 2014.

PASSED SECOND READING this 23rd day of September, 2014.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

/jrm
9/9/14
l:ord/2014-398

SECOND AMENDMENT TO THE

AGREEMENT FOR POLICE SERVICES

This Second Amendment is entered into this 30th day of Sept., 2014, by and between the Broward Sheriff's Office (hereinafter referred to as "BSO") and the City of Pompano Beach, Florida (hereinafter referred to as the "CITY").

WHEREAS, on or about July 26, 2010, BSO and the CITY entered into an Agreement for Police Services; and

WHEREAS, on or about January 31, 2011, BSO and the CITY entered into a First Amendment, which removed Code Compliance from the staffing structure; and

WHEREAS, the Agreement for Police Services, and First Amendment are hereinafter collectively referred to as the "Agreement"; and

WHEREAS, BSO and the CITY are currently negotiating a new agreement and are desirous of extending the term of the current Agreement to allow for such negotiations; and

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and incorporated by reference.

2. The term of the Agreement is hereby extended until a new agreement between the Parties is reached, however, the extended term shall not be more than 120 days.

3. Except as otherwise provided herein, the remaining terms and conditions of the Agreement shall remain in full force and effect.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, each of the parties hereto executes this Second Amendment through its duly authorized representatives as set forth below.

BROWARD SHERIFF'S OFFICE

Scott J. Israel

SCOTT J. ISRAEL, SHERIFF

Date: 9/17/2014

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

By: _____

RONALD M. GUNZBURGER, GENERAL COUNSEL

Date: 09/7/14

CITY OF POMPANO BEACH

Witnesses:

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

_____ (SEAL)
MARY L, CHAMBERS, MMC
CITY CLERK

Approved by:

_____
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30th day of September, 2014, by LAMAR FISHER, as Mayor, DENNIS W. BEACH, as City Manager, and MARY L. CHAMBERS, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874865
Expires 2/14/2017

Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

ORDINANCE NO. 2011-21

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDMENT TO THE AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND THE SHERIFF OF BROWARD COUNTY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Amendment to the Agreement for Police Services between the City of Pompano Beach and the Sheriff of Broward County, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 11th day of January, 2011.

PASSED SECOND READING this 25th day of January, 2011.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

/jrm
12/14/10
l:ord/2011-127

AMENDMENT TO THE AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT, made this 31st day of January, 2011, by and between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY,"

and

SHERIFF OF BROWARD COUNTY, hereinafter referred to as "BSO."

WITNESSETH:

WHEREAS, on July 26, 2010, the CITY and BSO entered into an Agreement for Police Services ("Agreement"), and approved by Ordinance No. 2010-38; and

WHEREAS, Section 7.5 of said Agreement provided that the CITY had the right to terminate BSO's provision of Code Compliance Services upon proper written notice; and

WHEREAS, on October 28, 2010, the CITY provided BSO with written notice of its request to terminate BSO's provision of Code Compliance Services, effective February 1, 2011; and

WHEREAS, the termination of the provision of Code Compliance Services by BSO effects and requires that the monthly consideration paid by the CITY to BSO be modified; and

WHEREAS, the Agreement for Police Services requires language to address BSO's responsibilities with regard to obtaining and maintaining Federal forfeiture assets on behalf of the CITY.

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

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. The original Agreement executed on July 26, 2010, shall remain in full force and effect except as specifically amended hereinbelow.

3. Section 3.1, "Staffing," of Article 3, "Staffing and Employment Structure," shall be amended to read as follows:

ARTICLE 3
STAFFING AND EMPLOYMENT STRUCTURE

3.1 STAFFING. Commencing on the Effective Date, the staffing structure for the District (hereinafter collectively referred to as the "Staffing Structure") will be as follows:

Major	1
Captains	3
Lieutenants	6
Sergeants	22
Deputy Sheriffs	201
CSA's	14
Investigative Aide II	1
~~Code Inspectors~~	~~13~~
Sr. Parking Enforcement	1
Parking Enforcement Specialist	2
Parking Meter Mechanic	1
Communication Operators	33
Records Technician	2
Secretarial Support	~~8~~ 7
Custodian	1
TOTAL	~~309~~ 295

4. Section 8.1, "Initial Consideration," of Article 8, "Consideration," shall be amended to read as follows:

ARTICLE 8
CONSIDERATION

8.1 INITIAL CONSIDERATION. For the period from the Effective Date through September 30, 2011, the annualized consideration amount payable by the CITY to BSO for police services shall be $37,250,000, which is a monthly payment of $3,104,166.67 payable on the 1st of each month. For the time period from February 1, 2011 through September 30, 2011, the annualized consideration shall be $35,904,794, which is a monthly payment of $2,992,066.17, payable on the first of each month. If cost increases occur between the Effective Date and September 30, 2011, BSO will notify the CITY and make mutually agreeable adjustments to delivery of services to absorb these costs based upon detailed financial information provided by BSO.

. . .

5. Article 9, "Fines, Forfeitures, Revenues: Payment," shall be amended by creating Section 9.11, "Federal Forfeiture Proceeds," to read as follows:

ARTICLE 9
FINES, FORFEITURES, REVENUES: PAYMENT

. . .

9.11 FEDERAL FORFEITURE PROCEEDS. In accordance with the guidelines established by the U. S. Department of Justice for sharing of Federal forfeiture proceeds, BSO, as the CITY's law enforcement agency, shall procure CITY's proper share of such proceeds to which it is entitled. BSO shall disclose all such proceeds as part of its quarterly written report to the CITY described in Section 9.9 above. BSO shall remit said Federal forfeiture assets to the CITY for deposit and use provided CITY is registered with the U. S. Department of Justice for said purposes. CITY shall maintain such proceeds and conform to all required Federal regulations for same including, but not limited to, reporting requirements. CITY may utilize such proceeds for purposes it approves by and through a resolution of its City Commission, in accordance with Federal guidelines for proper use of same.

IN WITNESS WHEREOF, the parties to this License Agreement have set their hands and seals on the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

_____
MARY L. CHAMBERS, CITY CLERK (SEAL)

Approved by:

_____
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 31st day of January, 2011, by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

MITZI A. SCOTT
Comm# DD0647937
Expires 3/23/2011
Florida Notary Assn., Inc

_____
NOTARY PUBLIC, STATE OF FLORIDA

Mitzi A. Scott
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

"BSO":

Witnesses:

Susan Page

SHERIFF OF BROWARD COUNTY

BY: _____
Al Lamberti, Sheriff

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY:

BY: _____
Judith Levine, General Counsel

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18 day of January, 2011 by AL LAMBERTI, as SHERIFF OF BROWARD COUNTY, who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

ALAN W BERKOWITZ
MY COMMISSION # DD 793807
EXPIRES: October 2, 2012
Bonded Thru Budget Notary Services

NOTARY PUBLIC, STATE OF FLORIDA

ALAN W. BERKOWITZ
(Name of Acknowledger Typed, Printed or Stamped)

DD793807
Commission Number

MEB/jrm
12/17/10
l:agr/bso/2011-389

EXTRA COPY

ORDINANCE NO. 2010-38

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND THE SHERIFF OF BROWARD COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement for Police Services between the City of Pompano Beach and the Sheriff of Broward County, Florida, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 22nd day of June, 2010.

PASSED SECOND READING this 13th day of July, 2010.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

/jrm
6/9/10
I:ord/2010-286

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EXHIBIT A - CITY BOUNDARIES

EXHIBIT B - DESCRIPTION OF SERVICES

AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT FOR POLICE SERVICES, dated the 26th day of July, 2010, is made by and between the CITY and BSO.

WITNESSETH:

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

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

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

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

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

ARTICLE 1
DEFINITIONS

DEFINED TERMS. The following terms when used in this Agreement, including its preamble and recitals, shall, except where the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

1.1 Agreement. "Agreement" shall mean this Agreement for Police Services between the CITY and BSO, including all exhibits.

1.2 Applicable Laws. "Applicable Laws" shall mean, with respect to any Person, all provisions of constitutions, statutes, rules, ordinances, regulations, charters and orders of governmental bodies or regulatory agencies applicable to such Person, and all orders or decrees of all courts and arbitrators in proceedings or actions to which the Person in question is a party or by which it or any of its property may be bound.

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

1.4 BSO's Address. "BSO's Address" shall mean Broward Sheriff's Office, 2601 West Broward Boulevard, Ft. Lauderdale, FL 33312, Facsimile Number (954) 797-0935.

1.5 CITY. "CITY" shall mean the City of Pompano Beach, Florida, a municipal corporation organized and existing under the laws of the State of Florida and located within the boundaries of Broward County, Florida.

1.6 CITY's Address. "CITY's Address" shall mean 100 West Atlantic Boulevard, Pompano Beach, FL 33061, Facsimile Number (954) 786-4504.

1.7 CITY Boundaries. "CITY Boundaries" shall mean the area within the municipal boundaries of the CITY shown on the attached Exhibit A.

1.8 City Manager. "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.

1.9 Consideration. "Consideration" shall mean the monthly payment and other amounts payable by the CITY hereunder in consideration of the Services performed by BSO, as set forth herein.

1.10 District Chief. "District Chief" shall mean the individual appointed under Article 6 to be responsible for supervising all law enforcement employees and law enforcement activities within the District. The District Chief shall be the rank of Major. The District Chief will serve as the liaison between CITY and BSO.

1.11 Effective Date. "Effective Date" shall mean the date this Agreement is signed by the last party to sign.

1.12 Employees. "Employees" shall mean each of the BSO employees who are providing police related services for the CITY.

1.13 Facilities. "Facilities" shall mean that portion of the Police Headquarters located at 100 SW 3rd Street, Pompano Beach, Florida which is used by BSO and any additional facilities that are owned by the City and used by BSO on a permanent basis to provide police services.

1.14 Lien. "Lien" shall mean any lien, security interest, pledge, mortgage, easement, leasehold, assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.

1.15 Patrol Zone shall mean the geographic areas within the Pompano Beach District, as mutually agreed upon by the District Chief and the City Manager, in which

Patrol Deputy Sheriffs are assigned.

1.16 Police Headquarters. "Police Headquarters" shall mean that portion of the property located at 100 SW 3rd Street, Pompano Beach, FL (three buildings, parking areas and any other improvements thereon) that is used by BSO to provide police services to the CITY.

1.17 Pompano Beach District. "Pompano Beach District" shall mean (a) the CITY Boundaries, or (b) the Annexed CITY Boundaries on the date the CITY's annexation plan becomes effective after the Florida Legislature approves such annexation plan, provided BSO has received the required notification thereof as set forth herein.

1.18 Pompano Beach District Employees. "Pompano Beach District Employees" shall mean BSO employees permanently assigned to the Pompano Beach District who possess the necessary qualifications and experience to provide police and support services, and all other BSO employees and all other Persons contracted by BSO, each of whom will, from time to time, provide the Services, as defined in Section 1.19 of this Agreement.

1.19 Services. "Services" shall mean the aggregate of all police services, E911 emergency communications services (subject to County funding as set forth herein), and code compliance services to be provided by BSO pursuant to this Agreement including, but not necessarily limited to, those services described in Exhibit B, which is attached and incorporated herein.

1.20 Term. "Term" shall mean the period from the Effective Date through and including September 30, 2014 and any extensions thereto.

1.21 Termination Date. "Termination Date" shall mean September 30, 2014.

1.22 Uniformed Deputy. "Uniformed Deputy" shall mean a uniformed Deputy Sheriff employed by BSO who patrols the Pompano Beach District.

ARTICLE 2
GENERAL

2.1 CONTRACTOR RELATIONSHIP. CITY hereby retains BSO as an independent contractor to provide the Services within the Pompano Beach District, subject to the terms and conditions contained herein. As an independent contractor, BSO shall have discretion and operational oversight regarding the manner and means in which law enforcement services will be provided to the CITY, unless otherwise provided herein. Notwithstanding BSO's independent contractor status hereunder, BSO and the Pompano Beach District Employees shall have the power and authority granted by the CITY in Section 3.14 hereof.

2.2 NO PARTNERSHIP. The relationship between the CITY and BSO shall be solely as set forth herein. Neither party shall be deemed the employee, agent, partner or joint venturer of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other or to do any other thing on behalf of the other, except as specifically set forth herein. Neither the CITY nor BSO will have or attempt to exercise any control or direction over the methods used by the other to perform its work, duties and obligations under this Agreement except as specifically set forth herein. The respective employees, agents and representatives of each of the CITY and BSO shall remain their own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from the other, except as specifically set forth herein. The CITY and BSO shall assume full responsibility for their own compliance with any and all Applicable Laws.

2.3 TERM. This Agreement shall commence on the Effective Date and shall continue thereafter through and including September 30, 2014, unless otherwise extended or terminated as set forth herein.

This Agreement may be renewed for an additional five (5) year period upon mutual written agreement of the parties as to the terms and conditions agreed upon at such time.

2.4 REPRESENTATIONS AND WARRANTIES OF CITY. The CITY represents, warrants and covenants to BSO as of the date hereof and throughout the Term that:

2.4.1 Existence. The CITY is and will remain duly organized, validly existing and in good standing under the laws of the State of Florida, has and will retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action on behalf of the CITY has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;

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

2.4.3 Authority. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which CITY is a party or by which CITY is bound, (b) results in the violation by the CITY of any provision of any Applicable Law applicable to CITY or to which CITY may be subject, (c) violate or conflict with any charter or other document governing the actions of CITY, or (d) require CITY to obtain

or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The CITY is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

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

2.5 REPRESENTATIONS AND WARRANTIES OF BSO. BSO represents, warrants and covenants as of the date hereof and throughout the term of this Agreement that:

2.5.1 Duly Elected. The Sheriff is the duly elected or appointed, qualified and incumbent Sheriff of Broward County, Florida, has and will retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;

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

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

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

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

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

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

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

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

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

ARTICLE 3
STAFFING AND EMPLOYMENT STRUCTURE

3.1 STAFFING. Commencing on the Effective Date, the staffing structure for the District (hereinafter collectively referred to as the "Staffing Structure") will be as follows:

Major	1
Captains	3
Lieutenants	6
Sergeants	22
Deputy Sheriffs	201
CSAs	14
Investigative Aide II	1
Code Inspectors	13
Sr. Parking Enforcement	1
Parking Enforcement Specialist	2
Parking Meter Mechanic	1
Communication Operators	33
Records Technician	2
Secretarial Support	8
Custodian	1
TOTAL	309

3.2 SCHOOL RESOURCE DEPUTIES. The CITY and BSO understand and acknowledge that nine (9) of the Deputy Sheriffs included in the above Staffing Structure shall serve as School Resource Deputies in the Pompano Beach District on school days when students are present. When the School Resource Deputies are not needed in the schools, the District Chief shall deploy them elsewhere in the Pompano Beach District.

3.3 STAFF STRUCTURE AMENDMENTS. The Staffing Structure will not be modified except through a written amendment to this Agreement executed by both the CITY and BSO with the same formalities as set forth herein.

3.4 DEPLOYMENT OF STAFF. BSO shall have the discretion to deploy the staff as necessary to meet the goals and objectives of the CITY as determined in accordance with Article 4. The District Chief will keep the City Manager informed of the deployment of such personnel through weekly staff meetings and as requested by the City Manager.

3.5 MINIMUM STAFFING AND DEPLOYMENT. BSO will assign a minimum of one (1) Patrol Deputy Sheriff to cover each Patrol Zone per shift; however the District Chief shall have the right to temporarily re-deploy such Deputies as needed to meet the law enforcement needs of the CITY during any shift. Additionally, other BSO personnel assigned to the CITY shall be deployed at the discretion of the District Chief to meet the needs of the CITY.

The District Chief's discretion regarding the deployment of the personnel as set forth in the preceding paragraph shall be exercised with the intent of providing the most

effective police services to the CITY pursuant to the terms and conditions of this Agreement. The District Chief will keep the City Manager informed of the deployment of such personnel through weekly staff meetings and as requested by the City Manager. During such meetings, the City Manager and District Chief will discuss the results of previous deployments, alternative deployment strategies and the benefits and risks associated with each strategy.

3.6 EMPLOYMENT STANDARDS. BSO shall be responsible for setting employment standards (i.e. hiring, discipline, training) for Pompano Beach District Employees consistent with BSO agency standards. BSO is committed to providing the CITY with highly skilled law enforcement personnel to provide police services to the CITY.

3.7 EMPLOYMENT RESPONSIBILITIES. All Employees shall be and remain BSO employees, and such employees shall not be considered employees of the CITY for purposes of pension benefits, insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, the 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, including City Plan contributions for those employees that elected to remain in the City Plan, insurance premiums, workmen's compensation (Chapter 440, Florida Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any Pompano Beach District Employee whatsoever, arising out of BSO's employment of such Persons and such Persons' performance of the Services. The CITY and BSO understand and acknowledge that all costs, including the employment related costs, are included in the consideration payable by the CITY to BSO in accordance with this agreement. Notwithstanding anything to the contrary contained herein, CITY shall continue to be responsible for any claims attributed to employees previously employed by the CITY who were recognized in the initial agreement between BSO and the CITY for law enforcement services provided that such causes of action were incurred during the time the employees were previously employed by the CITY.

3.8 ANNUAL STAFFING REVIEW. As part of the CITY's annual budgetary process as described in Article 8 herein, BSO shall evaluate the Staffing requirements for the CITY to determine if the current staffing level and composition adequately meets the City's goals and objectives. If BSO believes the Staffing requirements need to be adjusted, BSO will provide staffing recommendations to the City Manager for review. If both parties agree to the recommended staffing changes, this Agreement shall be re-opened for negotiations regarding its terms and conditions as they relate to the Staffing and the Agreement shall be modified accordingly through an amendment executed by both the CITY and BSO with the same formalities as contained herein.

3.9 OTHER STAFFING MODIFICATIONS. In addition to the annual review set forth in Section 3.8 of this Agreement, the District Chief shall have the right to request staffing adjustment at any time during the year. Upon making such request to the City Manager, the District Chief and City Manager will meet and discuss the need for such

adjustment. If the City Manager and District Chief agree upon the need for the staffing adjustment, a formal amendment will be prepared and presented to the Sheriff and City Commission for approval and signature.

In the event the CITY and BSO do not agree upon the Staffing Structure adjustments after good faith negotiations and such unresolved adjustments impact the safety of BSO employees or the public, either the CITY or BSO may proceed pursuant to the dispute resolution procedures set forth in Article 16.

3.10 BSO'S RIGHT TO TRANSFER BSO EMPLOYEES OUT OF THE DISTRICT. BSO shall have the right to transfer any Employee out of the Pompano Beach District, for any of the following reasons:

a. An Employee requests a transfer in order to accept a promotion or special assignment which has been offered to the Employee based upon the Employee's special qualifications or career path.
b. Disciplinary reasons.
c. Failure of an Employee to meet BSO performance standards.
d. The Employee requests a transfer. BSO shall have the right to transfer employees that request a transfer out of the Pompano Beach District, however the number of employees that are transferred for such reason shall not exceed three percent (3%) of the total staffing structure annually as set forth in Section 3.1 of this Agreement, unless approved by the City Manager. There shall be no limit on the number of transfers made pursuant to subsections a, b, and c of this Section 3.10.

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

Notwithstanding the above provisions, the transfer of the District Chief shall be governed by the provisions set forth in Article 6 of this Agreement.

Any transfer of a District Captain for reasons other than a., b. and c, above shall be subject to the City Manager's approval, which shall not be unreasonably withheld.

3.11 CITY'S RIGHT TO TRANSFER BSO EMPLOYEES OUT OF THE DISTRICT. Except for the District Chief, which is covered in Article 6 of this Agreement, the City Manager shall have the right to request the transfer of BSO personnel out of the CITY, which shall not be arbitrary or capricious. The request must be sent to the District Chief in writing setting forth the name of the employee, employee's rank and the reason for the request. The request must be approved in writing by BSO, however such approval shall not be unreasonably withheld. If BSO approves the request, the

employee will be transferred out of the District as soon as reasonably possible, which will be based upon many factors including, but not limited to, BSO having a vacant position elsewhere within the agency to place the transferred employee that matches the qualifications of the employee and the requirements of the position.

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

3.13 STAFFING CONTINUITY. The CITY and BSO recognize the importance of combining the efforts and resources of BSO, the CITY and community members in order to have a positive impact on reducing neighborhood crime, helping to reduce any community's fears regarding crime and thus enhancing the quality of life throughout the CITY. It is further recognized that such a collaborative effort requires law enforcement personnel that have intimate knowledge of the community. In furtherance of such objective, BSO will make every reasonable effort to maintain the continuity of BSO law enforcement personnel assigned to the Pompano Beach District, subject to the transfer provisions set forth in Article 3 of this Agreement and to develop and implement community policing initiatives.

3.14 ASSIGNMENT OF POLICE POWERS. The CITY does hereby vest in each sworn Pompano Beach District Deputy Sheriff of BSO the police powers of the CITY which are necessary to implement and carry forth such law enforcement services, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn deputies. Each sworn Pompano Beach District Deputy Sheriff of BSO so empowered hereby and engaged in the performance of the law enforcement services shall be deemed to be a sworn officer of the CITY while performing such law enforcement services. Accordingly, such sworn Pompano Beach District Deputy Sheriff of BSO are hereby vested with the power to enforce the ordinances of the CITY, to make arrests incident thereof and to do such other things and to perform such other acts as are necessary with respect thereto.

3.15 EDUCATION. The parties acknowledge the importance of the Pompano Beach District Employees' knowledge of the general make-up of the CITY and its geographic areas, its industrial, business, and residential composition, its City Code of Ordinances, and its crime problems. BSO shall offer appropriate continuing education to assure that all Pompano Beach District Employees are acquainted with the Pompano Beach District's general make-up, geographic areas, industrial, business, City's Code of Ordinances and residential composition and its crime problems. Upon enactment, the CITY shall forward to the District Chief a copy of new ordinances for training and enforcement purposes.

3.16 LAYOFFS. Notwithstanding anything herein to the contrary, transfers in and out of the District may result from employees exercising seniority rights pursuant to the collective bargaining agreement in the event of layoffs at the Broward Sheriff's Office.

3.17 STAFF SURVEY. CITY shall be permitted, on an annual basis, to develop and distribute a survey to all BSO sworn personnel assigned to the Pompano Beach District, specifically designed to assess the perspectives of such personnel with regard to duties, attitudes and procedures within BSO. Said survey shall be administered by a third party selected by the CITY at its own expense. BSO shall assist the CITY with its distribution of the survey to the homes of BSO personnel and such distribution shall be conducted at CITY'S expense and in a manner that does not interfere with the operation of BSO or the duties of its personnel. Any such third party must conduct the entire survey process in an impartial manner that guarantees the anonymity of the survey respondents as well as the accuracy of the results. Survey results will be tabulated and reported by the selected third party. CITY and BSO shall each receive a copy of the survey report for analysis and both shall cooperate to institute any remedial actions which may be deemed necessary based upon the parties' analysis of the survey results.

ARTICLE 4
REPORTING

4.1 REPORTS. In recognition of the CITY's need to be informed of BSO's activities, BSO's District 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).

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

a. Calls for service by time of day, geographic location, date and type of call;
b. Reported incidents, criminal and non-criminal;
c. Number and types of arrests;
d. Traffic crashes;
e. Traffic citations;
f. Staffing and Transfers;
g. Vacancy Credits;
h. Grant Review;
i. Community Policing Initiatives;
j. Code Compliance Initiatives;

k. Response time reports, citizen complaints and their status/disposition;

l. BSO's Year-To-Date Budget Versus Actual Cost - Line Item Report, which will include, but not necessarily be limited to, the budgeted amount, expenditures, encumbrances and remaining balance for each line item within the budget. The City Manager may reasonably request documentation necessary to substantiate any of the costs included on such Report;. and

m. Any additional information requested by the City Manager.

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

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

ARTICLE 5
FACILITIES AND EQUIPMENT

5.1 RADIO AND TELECOMMUNICATIONS EQUIPMENT. The responsibilities and obligations of BSO and the CITY with respect to radios and telecommunications equipment are set forth in the agreement by and between the Sheriff of Broward County and the City of Pompano Beach titled "Cooperative Participation In A Regional Public Safety Intranet dated February 27, 2009, subject to County funding as set forth herein.

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

5.3 POLICE HEADQUARTERS. The CITY agrees to provide BSO with a Police Headquarters.

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

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

5.6 CITY RESPONSIBILITIES. Except as otherwise provided in Section 5.5, the CITY shall maintain and repair all "Structural Components" of the Facilities including, but not limited to, the roof, walls, foundations, sidewalks, floors, windows, ceilings, sprinkler systems, hot water systems, elevators, heating plants, air condition plants, plumbing and electrical systems and components, unless the need for such repairs are caused by the negligence of BSO in which case BSO shall be responsible for such repairs. CITY further agrees to maintain in good repair the parking area and all exterior common areas. CITY shall also make any repairs necessitated by weather-related damage or hazards or by other causes not under BSO's control. CITY shall also make all repairs or changes which may be necessary to make the Facilities and the use herein contemplated comply with applicable laws, ordinances, orders or regulations of any federal, state, county or municipal authority now or hereafter in effect unless specifically exempted therefrom. The CITY shall complete any and all repairs that do not require bidding within thirty (30) days from the date the CITY receives BSO's written notice of the need for such repairs. Major repairs requiring analysis and preparation of bid documents will be accomplished as expeditiously as possible within ninety (90) days after receipt of the BSO's notice of the need for such repairs. Emergencies shall be handled using emergency procurement procedures. "Routine Maintenance and Minor Repairs" shall be the responsibility of BSO and shall include items such as light bulbs, HVAC filters, etc., minor electrical fixtures that do not require a licensed professional or certification; and, minor plumbing components such as lawn sprinkler heads, toilet and sink valves and parts, shower heads, etc. In the event this provision conflicts with any other provision of this Agreement, this provision shall be controlling.

5.7 UTILITY COSTS. BSO shall pay for all utility costs including, but not limited to, telephone, electric, and water for the Facilities. The parties understand and acknowledge that the utility costs and other costs to BSO attributed to this Agreement are indirectly charged to the CITY as part of the consideration pursuant to Article 8.

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

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

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

ARTICLE 6
DISTRICT CHIEF

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

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

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

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

6.5 FILLING VACANCIES. Upon a permanent vacancy in the District Chief's position, BSO will submit not less than three (3) names of highly qualified BSO personnel to fill the District Chief's position. The City Manager will be given an opportunity to review the candidates' personnel and internal affairs files, as well as interview each candidate. If the City Manager is not satisfied with one of the three (3) names submitted by BSO, BSO will submit an additional three (3) names until the City Manager selects a candidate and notifies BSO in writing of the recommended candidate's name from the list submitted by BSO.

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

6.7 MEETING ATTENDANCE. The District Chief will attend management and City Commission meetings as directed by the City Manager. Both parties understand and agree that the attendance of the District Chief is essential to maintain the viability and vitality of this Agreement, but also recognize that the District Chief may occasionally be unavailable, due to illness, scheduled vacation or scheduled training. In the event the District Chief is unable to attend a meeting described herein, the District Chief will advise the City Manager of the person(s) authorized to attend in place of the District Chief.

ARTICLE 7
PARKING AND CODE COMPLIANCE

7.1 Except as otherwise set forth herein, BSO will provide the CITY with Parking Compliance and Code Compliance services, which include furnishing data, reports, testimony, and complying with the CITY's processes and procedures of the Special Magistrate for Code Compliance. The CITY will continue to provide the Special Magistrate function, and retains all revenues associated with enforcement of liens and/or foreclosures under said process.

7.2 The CITY, not BSO, shall be responsible for the following Code Compliance functions:

a) building inspections and enforcement of the Florida Building Code and;

b) liens, lien collections and fine collections, except for administrative suspensions of vehicle registrations for parking enforcement matters.

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

7.4 The CITY's attorney will advise BSO Code Compliance personnel assigned to the CITY on Code related issues and assist with presentation of cases

before the Special Magistrate. BSO Code Enforcement personnel will have an open line of communication to the CITY's attorney with regard to such issues.

7.5 The CITY shall have the right to terminate BSO's provision of Code Compliance services and/or Parking Compliance services upon providing BSO with no less than ninety (90) calendar days prior written notice. In the event the CITY exercises such right, the CITY and BSO will amend this Agreement through a written Amendment, which sets forth the reduction in services, staffing and consideration paid for the terminated service. In the event the CITY terminates BSO's provision of Code Compliance services and/or Parking Compliance services, such termination shall not affect the remaining provisions of this Agreement.

7.6 Both the CITY and BSO recognize that from time to time the Mayor and City Commission will amend its Code of Ordinances to modify or enact additional regulations and that BSO Code Compliance personnel shall be responsible to enforce such regulations when applicable. The CITY shall provide the designated supervisor of the Code Compliance division with copies of all approved ordinance changes that are applicable for enforcement by Code Compliance inspectors. Prior to enacting any changes to its Code that may effect the Code Compliance division, when possible, the CITY's attorney shall first consult with the designated Code Compliance supervisor to obtain input or exchange information only as to enforcement issues related to proposed ordinance changes.

7.7 All BSO vehicles utilized by BSO Code Compliance Inspectors shall be identified with the wording "Code Compliance" in three (3) to six (6) inch lettering to be supplied and installed by BSO at its expense.

7.8 All BSO Code Compliance Inspectors and personnel, other than certified law enforcement officers who may be designated as supervisors, shall be outfitted in non-police uniform attire, in compliance with BSO's standards and regulations for same, and shall utilize said attire when performing its inspection and enforcement functions and during all interaction with the public.

ARTICLE 8
CONSIDERATION

8.1 INITIAL CONSIDERATION. For the period from the Effective Date through September 30, 2011, the annualized consideration amount payable by the CITY to BSO for police services shall be $37,250,000, which is a monthly payment of $3,104,166.67 payable on the 1st of each month. If cost increases occur between the Effective Date and September 30, 2011, BSO will notify the CITY and make mutually agreeable adjustments to delivery of services to absorb these costs based upon detailed financial information provided by BSO.

8.2 ANNUAL BUDGET. For fiscal year 2012 and each fiscal year thereafter during the Term of this Agreement, BSO will submit a proposed budget to the CITY on or before the preceding May 1st. The budget will have a summary of major classifications (Personnel Services, Operating Expenses, Capital Outlay, etc.), an estimated average cost per staffing category and any overhead costs that are being considered. The CITY and BSO will negotiate in good faith any adjustments to the Consideration. If the CITY and BSO are unable to reach an agreement regarding the consideration on or before May 31st, either the CITY or BSO may proceed pursuant to the dispute resolution procedures set forth in Article 16. The parties recognize and acknowledge that time is of the essence in resolving this issue. Therefore, the parties agree that final resolution must be reached on or before June 30th.

If BSO and the CITY are able to reach an agreement regarding the consideration, the CITY will pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month

8.3 SCHOOL RESOURCE DEPUTIES. BSO shall reimburse or provide a credit to the CITY for any payment received from the Broward County School Board for School Resource Deputies.

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

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

BSO shall provide the CITY with full staffing. The CITY shall be entitled to a credit for any vacancies that occur during the fiscal year, except as provided in this Article 8. A vacancy occurs when a deputy or employee is absent from work and such absence results in a salary savings to BSO. The CITY'S credit shall be calculated using the median Pay Step "5" of the affected class plus FICA and pension.

The credit shall be calculated on a quarterly basis for each fiscal year. For purpose of the last quarter for each fiscal year, vacancies shall be projected for August and September based upon BSO's vacancies during the month of July. In the event the actual vacancy credit for the month of August and September differs from the above projected figures, such difference shall be adjusted in the CITY's November payment.

BSO shall have the right to temporarily fill any vacancy within the CITY, through temporary staffing or overtime, provided the vacant position is filled by a BSO employee that possess skills, training and experience at least equivalent to the absent BSO Employee. BSO will educate any temporary staff assigned to the District with respect to the general make-up of the CITY and its geographic areas, its industrial, business and residential composition and its crime trends. The CITY shall be entitled to a vacancy credit for any vacancy, unless the vacant position is temporarily filled through overtime or temporary staffing.

8.6 SETOFF. The parties recognize that the CITY has no right of setoff or to reduce the consideration payable to BSO by amounts in dispute absent a mutual written agreement of the parties.

8.7 MORE FAVORABLE TERMS. In the event BSO subsequently enters into an agreement for police services with another municipality in which the terms and conditions related to the Consideration are more favorable to the CITY than those set forth herein, the CITY shall be entitled to those same terms and conditions, subject to the following:

a. BSO will provide the CITY with written notice of the more favorable Consideration terms and conditions.

b. Within ninety (90) calendar days after the CITY's receipt of BSO's written notice, the CITY may request that the terms and conditions related to the consideration payable under this Agreement be re-opened to negotiations based upon the consideration terms and conditions set forth in the other agreement; however it is understood and agreed that the service level and/or consideration may need to be adjusted to account for any consideration shortfall resulting from the initial transition to the consideration language of the other agreement.

c. The mutually agreed upon revised terms and conditions must be formalized in an amendment to this Agreement executed by the CITY and BSO.

8.8 E911 COMMUNICATIONS/DISPATCH SERVICES. The CITY and BSO further understand and acknowledge that Broward County funds the E-911 communications/dispatch services for the CITY through a combination of the following:

a. Direct funding from Broward County to the CITY, which Broward County recently notified the CITY would cease after September 30, 2010. This funding has historically been used by the CITY to offset the cost of the thirty-three (33) Communications Operators, which are included in the Staffing Structure set forth in Article 3;
b. Funding from Broward County to BSO through BSO's budget for E-911 communications/dispatch services which includes, but is not necessarily limited to, funding seventeen (17) communications/dispatch personnel provided to the CITY at no additional charge; and

c. Funding from Broward County 911 revenues.

The CITY and BSO understand and acknowledge that all of the funding for E-911 communications/dispatch services, which includes subsection a, b and c of this Section 8.8 of the Agreement are at risk to be cut by Broward County as evidenced by the May 14, 2010 memorandum from Bertha Henry , County Administrator, to the Mayor and Board of County Commissioners regarding "Funding Public Safety E911 Dispatch Operations". BSO and the CITY understand and acknowledge that BSO's obligation to provide E-911communications/dispatch services for the CITY is contingent upon funding for such services.

In the event Broward County does not provide funding for E-911 communications/dispatch services for the CITY, in whole or in part, BSO's obligation to provide such services to the CITY shall cease accordingly, unless the CITY agrees to fund the shortfall in BSO funding.

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

8.9 MONTHLY REPORTS. BSO will provide the City with detailed monthly reports (indicating budget amounts, year to date expenditures, variances, etc.), no later than twenty (20) days after the end of each month.

ARTICLE 9
FINES, FORFEITURES, REVENUES: PAYMENT

9.1 LAW ENFORCEMENT EDUCATION FUNDS. All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for and forwarded to the CITY pursuant to Florida Statutes, Section 943.25, may be assigned over to the BSO and used by the District for the law enforcement education purposes authorized in the statute. Apart from such funds and except for the provisions set forth in Paragraph 9.10, Grant Funds and Miscellaneous Revenues, BSO will have no claim or right to any other monies or things of value that the CITY receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with law enforcement activities.

9.2 FINES AND UNCLAIMED PROPERTY. The CITY and BSO do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair the CITY's right to the disposition of fines and forfeitures to which the CITY would be entitled, pursuant to Florida Statutes, Section 316.66 as may be amended from time to time, or as to proceeds and forfeitures arising under the sale or

disposition of unclaimed property or under any statutory or common law proceeding to which the CITY would otherwise be entitled, except as limited herein.

9.3 SEIZED AND FORFEITED PROPERTY. The CITY and BSO agree that BSO shall be responsible for determining whether asset forfeiture proceedings for property seized within the CITY through active participation of District personnel shall be initiated, except as otherwise indicated in this Article 9. Any state law forfeiture actions filed under Chapter 932, Florida Statutes, for property seized within the CITY through active participation of District personnel shall be initiated and managed by BSO, which shall have sole discretion to determine legal strategy and litigation resolution based upon the best interests of the CITY and BSO.

9.4 BSO agrees that any currency seized within the CITY, through active participation of the District's personnel, pursuant to Chapter 932 of the Florida Statutes, and subsequently forfeited solely to BSO, shall be deposited into the City's Law Enforcement Trust Fund established by the City of Pompano Beach, less any costs as described in paragraph 9.8 (hereinafter referred to as the "Funds"). The Funds shall be and shall always remain in the ownership of the CITY and BSO shall not have any right to ownership and control of such Funds. During the term of this Agreement, such Funds may be earmarked for the BSO's use within the confines of the City, upon approval of the CITY as follows:

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

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

(c) BSO 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).

(d) Upon appropriation, such funds shall be made available to BSO for its designated use within the confines of the City.

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

(a) If the CITY decides to use personal property, other than currency, forfeited to the CITY under Chapter 932, Florida Statutes, the City shall reimburse BSO for any costs, as described in paragraph 9.8, below, incurred in the seizure and forfeiture of such property.

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

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

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

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

(b) If the CITY decides to dispose of personal property, other than currency, forfeited to the CITY under Chapter 932, Florida Statutes, proceeds of the sale of such property, less costs as described in paragraph 9.8, shall be deposited in the CITY's Law Enforcement Trust Fund. Proceeds from the sale of property deposited in the CITY's Law Enforcement Trust Fund may be designated for BSO's use within the confines of the City, in the same manner as provided in paragraph 9.4, above.

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

(a) If the CITY decides to dispose of such real property, proceeds from the sale of the real property shall be deposited into the CITY's Law Enforcement Trust Fund, less any loans, mortgages, liens, costs (as described in paragraph 9.8, below) or any other encumbrance on the property incurred by BSO in the seizure, forfeiture, or sale of such

property. Proceeds from the sale of real property deposited in the CITY's Law Enforcement Trust Fund may be designated for BSO's use within the confines of the City, in the same manner as provided in paragraph 9.4, above.

(b) If the CITY decides to use such real property, the City shall reimburse BSO for any loans, mortgages, liens, costs (as described in paragraph 9.8, below) or any other encumbrance on the property incurred by BSO in the seizure and forfeiture of such property. However, prior to filing a forfeiture compliant for real property seized within the CITY, BSO's legal staff shall first consult with CITY's legal advisor for authorization to proceed with the forfeiture due to the potential for excessive costs to the CITY from mortgages, liens or other encumbrances on the real property. CITY shall provide BSO with a filing decision on the prospective forfeiture within three (3) working days after obtaining all relevant information from BSO required to adequately evaluate the equity of the seized real property, including, but not limited to, the value of the property and any liens thereon.

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

9.7 In the event that real or personal property is seized within the CITY through active participation of District personnel and the active participation of personnel from other law enforcement agencies, and such property is forfeited to multiple law enforcement agencies pursuant to Chapter 932, Florida Statutes, the decision to use or dispose of such property shall be made by agreement of the participating agencies. If such property is sold, the CITY's share of the proceeds of such sale, less costs (defined in Section 9.8) incurred in the seizure, forfeiture, and sale of such property, will be based upon the ratio that the District's personnel's participation bears, to the participation of all law enforcement agencies and units that participated in the seizure of the property. The City's share of proceeds from the sale of such property shall be deposited into the CITY's Law Enforcement Trust Fund, and may be earmarked for BSO's use, in the same manner as provided in paragraph 9.4, above.

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

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

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

9.9 BSO shall, on a quarterly basis, supply the CITY with a written report of the above-described fines and forfeitures. The report(s) shall include a description and estimate of value of properties seized under the laws of the State of Florida, whether or not disposition thereof has been adjudicated. Moreover, the report(s) shall be amended, from time to time, by reflecting the ultimate disposition of property described in an earlier report(s), and such amendatory report(s) shall be submitted to the CITY within thirty (30) days of the ultimate adjudication with regard to the seizure of the property. CITY shall be responsible to meet all reporting requirements for all forfeiture proceeds under federal and state law, and BSO shall provide all necessary information pertaining to same to CITY in a timely manner for such purpose. BSO will also provide technical assistance to CITY staff if requested with regard to reporting procedure.

BSO will work in cooperation with the CITY to transfer the CITY's Law Enforcement monies held in the Broward County Law Enforcement Trust Fund.

9.10 GRANT FUNDS AND MISCELLANEOUS REVENUES. BSO shall cooperate with the CITY and, to the extent allowable by law, act as the law enforcement agent on behalf of the CITY in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The CITY will make these funds available to the BSO to carryout the intent of the grant program as approved by the granting agency and the CITY. Except as otherwise set forth herein, it is understood by both parties that all revenues currently received by the CITY as a result of law enforcement activities shall continue to be received by the CITY as previously mentioned herein or as may be added in the future. This shall include, but not be limited to, towing fees per the CITY'S current agreement.

ARTICLE 10
TOWING

BSO will use the selected City vendor for all vehicle removal needs when required to remove damaged, stolen, abandoned, and inoperable vehicles from all public roadways and properties within the City limits unless it is determined by BSO that the vendor cannot appropriately preserve evidence in a specific criminal case or the storage of the vehicle is directed elsewhere by the lead law enforcement agency or prosecuting agency in charge if other than BSO. The CITY's agreement with the towing vendor will include provisions that require BSO to be listed as an additional insured on insurance policies meeting the specifications of BSO's Risk Manager. The City's agreement with the towing vendor will also include provisions that any and all BSO vehicles assigned to

the Pompano Beach District or in need of towing while in the Pompano Beach District will be towed at no charge to BSO. BSO shall use the CITY selected towing company of its choice for towing of vehicles seized for forfeiture.

ARTICLE 11
INSURANCE

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

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

BSO shall maintain these insurance policies throughout the Term. BSO shall provide the CITY with copies of the insurance policies required hereunder and all renewals thereof. The costs of all these insurance policies shall be the sole obligation of BSO; however the CITY understands and acknowledges that the cost of this coverage is allocated to the CITY through the consideration set forth in Section 8 of this Agreement. BSO may provide the insurance required in this Section through a self insurance program.

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

ARTICLE 12
FUELING SITE

The following shall apply to BSO's use of the CITY'S fueling site:

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

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

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

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

e. To the extent permitted by law, CITY agrees to indemnify, defend and hold BSO harmless from any and all claims (excluding workers compensation claims of BSO employees), damages, fines, judgments, penalties, costs, causes of action, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys', consultant, and expert fees) (collectively, "Liabilities"), arising during the term of this Agreement or thereafter, and resulting from or arising in connection with the leakage of fuel from the underground piping, underground storage tank(s), and any and all other components of the fueling system, unless caused by the negligence or willful misconduct of BSO, its employees, agents, or servants. Without limiting the generality of the foregoing, CITY's indemnification shall apply to any and all liabilities resulting from or arising out of (i) any investigation, cleanup, removal, or restoration of the Police Headquarters grounds required by any federal, state or local agency or political subdivision, and any personal injuries (including wrongful death) or property damage (real or personal) and (ii) any Hazardous Substance which flows, diffuses, migrates or percolates into onto or under the Police Headquarters grounds.

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

ARTICLE 13
DEFAULT

13.1 DEFAULTS. The occurrence of any one or more of the following shall constitute a "Default" by the party causing same (the "Defaulting Party"):

13.1.1 Payment. Failure of the Defaulting Party to pay any amount required hereunder, whether for Consideration, taxes, utilities, insurance or any other obligations, within ten (10) days after such is due hereunder; or

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

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

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

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

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

13.2.1 Terminate this Agreement pursuant to Article 14 herein; or

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

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

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

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

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

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

ARTICLE 14
TERMINATION

14.1 Either party may terminate this Service Agreement at its discretion either with or without cause, by giving written notice thereof to the other party; provided the other party has no less than ninety (90) days prior written notice of such termination. At the expiration of the ninety (90) day notice period as described in the preceding provision, the transition period as set forth in the Section 14.3 shall commence.

14.2 In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Contract immediately. Material breaches shall include but are not limited to, failure by the CITY to pay BSO pursuant to Article 8 of this Agreement, violations of Governing Standards, local or federal laws, the BSO policies and procedures, or the terms and conditions of this Agreement.

14.3 In the event of the expiration of this Agreement or the termination by either party, the other party shall render such aid, coordination and cooperation as might be required for an expeditious and efficient termination of service. In such event, BSO and CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from BSO to a City police department and to maintain during such period of transition the same high quality of police protection otherwise afforded to the residents of the CITY pursuant to the terms hereof. In the event the CITY is transitioning to its own police department as a result of the termination or expiration of this Agreement, the CITY shall have the right to extend the agreement for up to twenty-four (24) months from the effective date of the termination or the expiration date, whichever is applicable. CITY will pay BSO for the costs incurred by BSO during the

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

14.4 Termination for Lack of Funds. In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County, Board of County Commissioners, BSO may provide CITY with thirty (30) calendar days written notice of termination. At the expiration of the thirty (30) day notice period as described in the preceding provision, the transition period as set forth in the Section 14.3 shall commence. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.

14.5 Equipment and Vehicles. Upon the expiration or earlier termination of this Agreement, the CITY may elect to purchase the vehicles and equipment used by BSO to provide police services to the CITY pursuant to this Agreement. The purchase price of the vehicles and equipment shall be the fair market value of such vehicles and equipment on the date during the transition that the CITY elects to purchase the vehicles and equipment from BSO, which shall be determined by an appraiser mutually agreed upon between the CITY and BSO.

ARTICLE 15
INDEMNIFICATION

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

15.2 CITY'S OBLIGATIONS. TO THE EXTENT PERMITTED BY LAW, the CITY will indemnify and save harmless BSO of and from any and all fines, suits, claims, demands, penalties, losses and actions (including attorney's fees) for any injury to persons or damage to or loss of property caused by the negligence or willful misconduct of the CITY or its agents, employees or contractors or when directly resulting from the CITY's breach of this Agreement This covenant and agreement of the CITY shall survive the expiration or earlier termination of this Agreement.

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

15.4 SOVEREIGN IMMUNITY. BSO and the CITY 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 16
DISPUTE RESOLUTION

16.1 If the parties have any disagreement, dispute, breach or claim of breach, non-performance, or repudiation arising from, related to or in connection with this Agreement, including but not limited to either party's failure or alleged failure to comply with any of the provisions of this Agreement (the "Dispute"), the parties will follow the dispute resolution procedures set forth in this Article 16, it being agreed that for purposes of this Article, any reference to a particular representative of a party will also be deemed to include such particular representative's duly authorized successor or designee and such other persons as each party deems appropriate.

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

16.3 If the District Chief or designated Captain and the City Manager are unable to reach resolution at the meeting prescribed in Paragraph 16.2 above, then within five (5) business days after such meeting, the Department of Law Enforcement, Executive Director or designee and the City Manager will meet and attempt to resolve the matter.

16.4 If the Department of Law Enforcement, Executive Director or designee and the City Manager are unable to reach resolution at the meeting prescribed in Paragraph 16.3 above, then within five (5) business days after the meeting or as otherwise agreed, the Sheriff and the City Mayor will meet and attempt to resolve all pending matters in dispute. The parties acknowledge that any agreement reached under this subsection may require subsequent approval by the City Commission and the Sheriff.

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

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

ARTICLE 17
MISCELLANEOUS

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

CITY:

City Manager
City of Pompano Beach
100 W. Atlantic Boulevard
Pompano Beach, FL 33060

BSO:

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

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

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

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

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

17.5 APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, and, unless otherwise agreed to in writing by both parties hereto, venue and jurisdiction shall lie only in Broward County, Florida. Each of CITY and BSO hereby submits to such jurisdiction and venue and waives any defense of inconvenient forum in relation hereto.

17.6 WAIVER OF RIGHTS. CITY and BSO hereby irrevocably waive, to the fullest extent permitted by law, the posting of any bond, surety or other security that might be required of any party in any actions, proceeding or counterclaim, whether at law or equity, brought by either of them. Further, CITY and BSO hereby irrevocably waive, to the fullest extent permitted by law, trial by jury on any action, proceeding or counterclaim, whether at law or equity, brought by either of them.

17.7 SEPARABILITY. Each and every covenant and agreement herein shall be separate and independent from any other and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. Each and all of the rights and remedies given to the Non-Defaulting Party by this Agreement or by law or equity are cumulative, and the exercise of any such right or remedy by the Non-Defaulting Party shall not impair the Non-Defaulting Party's right to exercise any other right or remedy available to the Non-Defaulting Party under this Agreement or by law or equity.

17.8 WAIVER. No delay in exercising or omission of the right to exercise any right or power by any party hereto shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by either party to or of any act of the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. Payment or receipt of a lesser amount than that due hereunder shall not be deemed to

be other than on account of the earliest amount due hereunder. Any endorsement or statement on any check or letter accompanying any check shall not be deemed an accord and satisfaction and the receiving party may accept and negotiate such check or payment without prejudice to that party's right to recover the balance of the full amount due or pursue any other remedy available hereunder.

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

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

IN WITNESS HEREOF, each of the parties hereto have authorized its duly authorized representative to execute this Agreement on the day and date first set forth above.

BSO:

SHERIFF OF BROWARD COUNTY

By:_____
Al Lamberti, Sheriff 7-26-10

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY:

_____

By:_____ 7/26/10
Judith Levine, General Counsel

CITY:

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

_____
MARY L. CHAMBERS, CITY CLERK (SEAL)

Approved by:

_____
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27th day of July, 2010 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

ASCELETA HAMMOND
MY COMMISSION # DD621095
EXPIRES: January 07, 2011
1-800-3-NOTARY

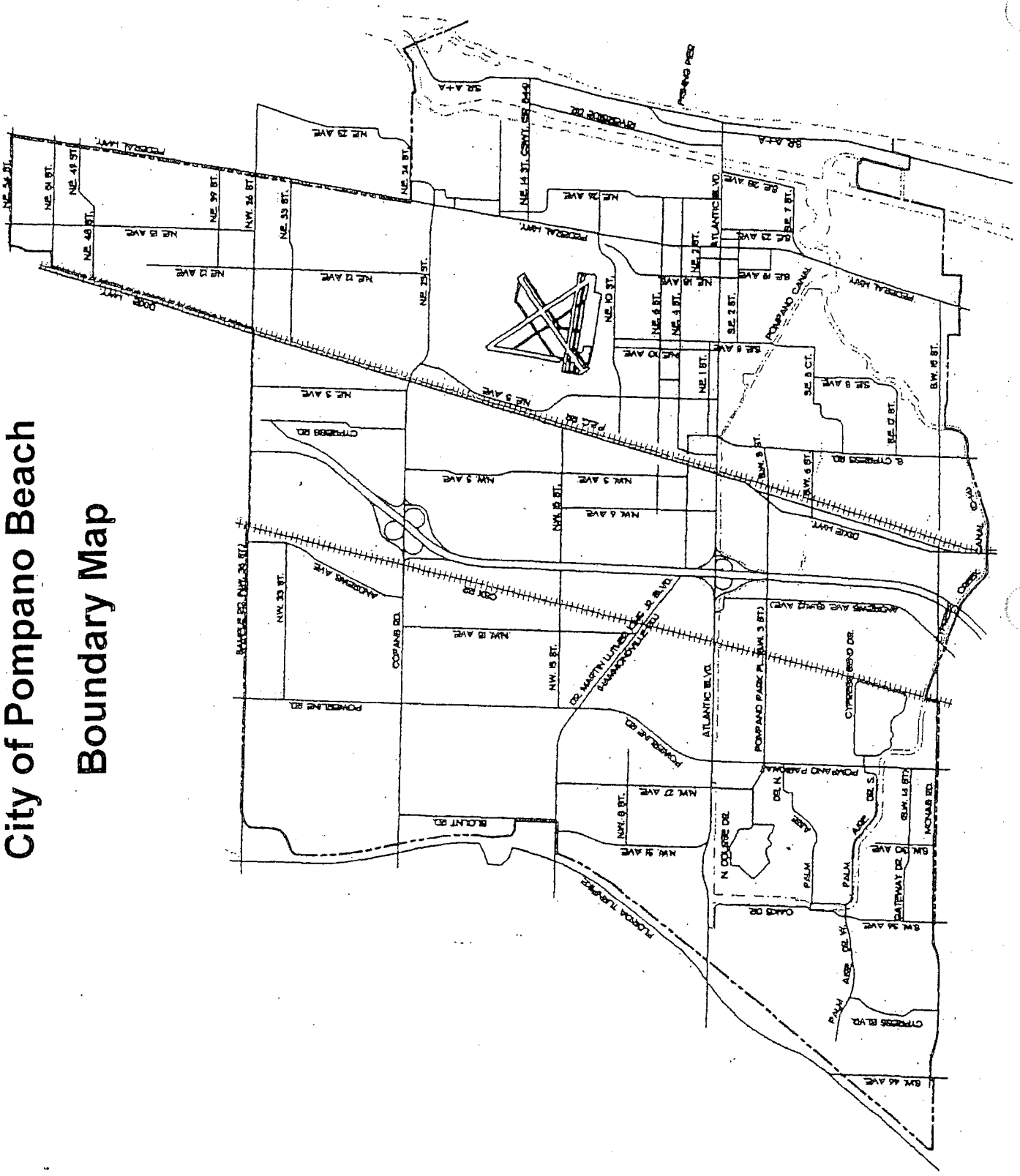
_____
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

Exhibit A (Page 1 of 1)

City of Pompano Beach Boundary Map



NOT TO SCALE

EXHIBIT B
DESCRIPTION OF SERVICES

Those services (a) customarily rendered by municipal police departments or BSO, including but not limited to DARE and similar programs, CERT (Community Emergency Response Team) training, Citizen's Police Academy, Citizen's Observer Patrol (COP) and continued participation in the CITY's Development Review Committee, Nuisance Abatement Board and related processes such as providing Crime Prevention Through Environmental Design (CPTED) services, and (b) required to be performed under Applicable Laws or CITY Ordinances, unless the subsequent modification or adoption of an Ordinance or Law results in additional costs to BSO in which case the CITY and BSO will negotiate in good faith to address the increased costs.

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

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

b. Indirect Services – are those BSO-provided Non-District Staff services that are centralized within BSO, but provide benefits throughout BSO (including the CITY).

c. Special Detail Services – are those services offered by BSO pursuant to §30.2905, Florida Statutes, which authorizes BSO to administer a program that allows public and private entities to contract for the services of sheriff's deputies during off-duty hours.

d. Countywide Services - those services that are funded by Broward County as a countywide service and provided by BSO to any and all Broward County law enforcement agencies (irrespective of whether they have an agreement with BSO) that requests such service.

Each of these services is detailed further below.

DIRECT SERVICES:

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

a. ***Uniformed law enforcement patrol***

BSO will provide uniformed law enforcement patrol services for the CITY twenty-four (24) hours per day, seven (7) days a week.

The Patrol Zones may be modified upon mutual written agreement of the District Chief and the City Manager. In order to address the ever-

changing law enforcement needs of the City, the District Chief or the Chief's designee shall have the discretion to modify the deployment of staff within those patrol zones.

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

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

b. Other Law Enforcement Services

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

1. A Criminal Investigations Unit shall conduct the necessary investigations of criminal activity within the CITY. The Criminal Investigative Unit's caseload responsibility will be determined by the District Chief or the Chief's designee. The District Criminal Investigations Unit is a specialized assignment with the CITY for particular investigations. The Unit shall not operate in the traditional shift structure. The on-duty status of the Unit will be determined by the District Chief or the Chief's designee subject to applicable labor guidelines.

2. Marine Patrol Unit

3. BSO shall provide public education programs;

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

5. The District Chief or designee will attend and participate at CITY staff meetings, CITY Commission meetings as requested by the City Manager or designee;

6. Upon the request of a homeowners' association, the District Chief or designee will attend the association's membership meeting;

INDIRECT SERVICES:

The CITY indirectly receives the benefit of the following services associated with law enforcement by virtue of this Agreement with BSO:

a) Administration;
b) Budget;
c) Central Supply;
d) Citizen Observer Patrol;
e) Compensation and Assessment;
f) Employee Assistance Program;
g) Employee Benefits;
h) Enterprise Technology Division;
i) Equal Employment Opportunity Division;
j) Evidence;
k) External Affairs (Media Relations, Public Relations and Crime Stoppers);
l) Finance;
m) Fleet Control;
n) Grants Management;
o) Human Resources;
p) Institute for Criminal Justice Studies;
q) Legal;
r) Labor Relations;
s) Purchasing;
t) Records;
u) Recruitment;
v) Selection and Assessment;
w) Victim Services; and
x) Any other services that meet the definition of Indirect Service as determined by BSO.

The cost of indirect services are allocated to this Agreement.

SPECIAL DETAIL SERVICES

BSO shall provide security and traffic detail deputies to support special event activities occurring within the CITY in accordance with the BSO's Special Details Policies and Procedures. The 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 permitting of special events (excluding fire/rescue matters handled by the Fire Department). Special details for which deputies must be dedicated or assigned to an event shall be worked out with the sponsoring agency. Special details for the following five (5) CITY-sponsored events will be provided at no charge to the CITY:

1. MLK Jr. Parade
2. July 4th Parade & Festivities

3. Memorial Day Parade & Festivities
4. Yuletide Parade
5. Blanche Ely and Pompano Beach H.S. Homecoming Parades

The City Manager may modify the five (5) City sponsored events upon providing the District Chief with reasonable written notice of such modification. Furthermore, additional City-Sponsored Events may be added upon mutual agreement of the City Manager and District Chief. It is understood that there may be circumstances in which deputies assigned to patrol must be temporarily reassigned to traffic to supplement special detail deputies. At the CITY Manager's request, the BSO shall provide a uniformed deputy for security at any CITY Commission meeting at no cost to the CITY.

COUNTYWIDE SERVICES

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

a) Regional narcotics investigations;
b) Career criminal investigation;
c) Multi-agency gang task force operations;
d) Case filing;
e) Marine/dive team;
f) Canine deployment;
g) SWAT team response;
h) Major investigations to include homicide, aggravated felonies, abuse and neglect, sex crimes, missing persons, robbery, economic crimes, traffic homicide, bomb and arson, environmental crimes, auto theft, fugitive apprehension, crime scene technicians and major crime scene technical expertise;
i) Drug enforcement and money laundering; and
j) Strategic intelligence functions;
k) The use of the mounted patrol;
l) Law enforcement technical support services;
m) Street crimes enforcement;
n) Full service crime lab;
o) Helicopter patrol and air rescue services;
p) Prisoner and jail services for municipal ordinance violators;
q) E-911 (law enforcement, fire, and EMS dispatch), subject to County funding as set forth herein; and
r) Any other services, excluding those indirect services listed, BSO generally provides to other law enforcement agencies throughout Broward County, whether they have a contract with BSO or not.

The CITY recognizes that the Board of County Commissioners, Broward County, Florida is the authority which establishes, allocates or otherwise provides for BSO's budget year funding. If in any budget year, funding, for any reason, is not provided sufficient to cover BSO's ability to provide the countywide services, as determined by BSO, BSO reserves the right to notify the CITY accordingly in writing. In such an event, the countywide service will be discontinued, unless the CITY and BSO agree otherwise by a formal written amendment to this Agreement executed with the same formalities as set forth herein.

ADDITIONAL SERVICES:

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