

RESOLUTION NO. 2000-14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH THE BROWARD COUNTY SHERIFF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the provision of law enforcement services to the Town of Southwest Ranches, Florida (the "Town") is provided by the Broward County Sheriff's Department (the "Sheriff"); and

WHEREAS, the services are currently funded by an ad valorem millage paid by the residents of the Town that included both countywide and municipal type services from the Sheriff; and

WHEREAS, the Broward County Board of County Commissioners recognized that in order to achieve full cost allocation of services, the funding for the Sheriff's services should be identified and separated by those functions that are countywide versus municipal in nature; and

WHEREAS, the County adopted a Resolution authorizing the splitting of the Sheriff's budget into a countywide millage rate and a municipal millage component; and

WHEREAS, the Resolution requires the Sheriff to enter into an Interlocal Agreement with the Town by October 1, 2000 in order for the County to prepare a budget for fiscal year 2001 that separates the millage; and

WHEREAS, the Town and the Sheriff have come to an Agreement to provide local law enforcement services to the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AS FOLLOWS:

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


Section 2. Agreement. The Agreement between the Sheriff and the Town (the "Agreement"), attached hereto as Exhibit "A", is approved and the Mayor and Town

Administrator are authorized to execute the Agreement subject to the approval as to legal form and sufficiency by the Town Attorney.

Section 3. Approval. The approval of this Agreement is contingent upon the County approving a budget for fiscal year 2001 that separates the Sheriff's budget into a countywide millage and a municipal police service millage. In the event that the County does not adopt a budget that separates the millage rates, the action of the Town Council in approving this Agreement shall be deemed void. The Agreement shall provide language that reflects this condition.

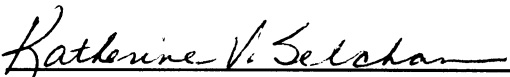
Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 21st day of September, 2000.



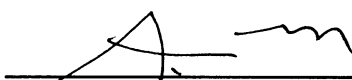
Mecca Fink, Mayor

ATTEST:



Katherine V. Setola
Interim Town Clerk

APPROVED AS TO LEGAL SUFFICIENCY:



Gary A. Poliakoff, J.D.
Interim Town Attorney

**AGREEMENT BY AND BETWEEN
KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY, FLORIDA
AND
THE TOWN OF SOUTHWEST RANCHES
FOR POLICE SERVICES**

THIS AGREEMENT, by and between the TOWN OF SOUTHWEST RANCHES, a municipal corporation organized as existing under the laws of the State of Florida, (hereinafter referred to as "TOWN"), and Kenneth C. Jenne, II, Sheriff of Broward County (hereinafter referred to collectively as "BSO"),

WITNESSETH:

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

WHEREAS, BSO has agreed to render to the TOWN a continuing high level of professional police service, and the TOWN is desirous of agreeing to receive such services based upon the terms and conditions hereinafter set forth; and

WHEREAS, the TOWN is desirous of providing its daily police service through an Agreement with BSO.

NOW THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ARTICLE I
POLICE SERVICES

BSO shall provide to TOWN for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, police protection within and throughout the corporate limits of TOWN to the extent and in the manner hereinafter described.

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

1.1.1 Patrol Unit shall mean one (1) marked car prominently displaying on the vehicle's exterior the legend "Southwest Ranches" in letters at least two (2) inches in height which shall be staffed by one (1) uniformed officer and containing all standard support equipment and who is assigned to a patrol zone.

1.1.2 Southwest Ranches District shall mean the geographic area within the TOWN Boundaries as described in Exhibit "A." In the event the TOWN annexes additional geographic areas, BSO and the TOWN will renegotiate the staffing levels, consideration, and any other terms and conditions impacted by the annexation.

1.1.3 Service shall mean comprehensive police protection provided each day of the year on a twenty-four (24) hour per day basis.

1.1.4 Shift shall mean and include service provided on an 8-hour basis (except supervisors may be assigned as needed). Unless revised by mutual agreement of the parties, the commencement hour of any shift shall be determined and established from time to time by BSO.

1.1.5 Town Chief for the purposes of meeting the Town's requirements of the function of Police Chief, the West Broward District Commander will be assigned by BSO to perform that function.

1.1.6 Unforeseen Catastrophic Event shall mean an occurrence that was not previously contemplated by the parties, such as natural disasters and civil unrest, which requires immediate attention utilizing personnel resources of the BSO.

1.2 Commencing October 1, 2000, the staffing structure of the Southwest Ranches District will be as follows:

01 – Sergeants
10 - Deputy Sheriffs
01 - Code Officer with vehicle
12 – TOTAL SOUTHWEST RANCHES PERSONNEL

In recognition of the TOWN's need to be informed of BSO's activities, the Town Chief and the Town Administrator will develop a mutually agreed upon reporting format(s) and reporting period(s), whereby BSO will report it's activities to the Town Administrator. At any time during the term of this Agreement, the Town Administrator shall have the right to make reasonable modifications to the reporting format(s) and reporting period(s). Except for periods when a Deputy Sheriff(s) is/are on leave or sick time, BSO will guarantee a staffing level of ten (10) Deputy Sheriffs subject to the terms of this agreement.

1.2.1 The parties recognize that a law enforcement agency requires flexibility in order to meet society's challenge to combat crime and other social conditions. Therefore, the Town Chief or his designee shall have the discretion to determine patrol staffing levels and assignments for the above stated personnel to provide adequate police services to the TOWN consistent with the spirit and intent of this Agreement.

1.2.2 The Town Chief will make all reasonable efforts to coordinate training, sick, annual and administrative leave to provide optimum service to the TOWN.

1.3 The uniform patrol force shall respond to and render aid in life saving and in-progress crime scenes, and shall make every reasonable effort to respond to emergency calls within three (3) minutes while maintaining safe operations.

1.4 The uniformed patrol units shall provide vacation-house-check services and premises surveillance not less than once during each twenty-four (24) hour period, for each resident of the TOWN who registers for such service, with the exception of staffing shortages, unforeseen catastrophic events, and emergencies which effect the life, health and safety of all served in Southwest Ranches. If a staffing shortage should arise, the Southwest Ranches Town Chief shall insure the immediate resumption of vacation-house-check services and premises surveillance once the staffing shortages have been addressed. The uniformed patrol unit shall provide a high profile presence in both residential and business areas. Vacation-house-check services and premises surveillance reports shall be provided to the Town Administrator pursuant to the terms of this Agreement.

1.5 At the request of the Town Administrator, one uniformed Deputy Sheriff shall be available to attend each regular and special Town Council meeting at no additional cost to the TOWN. This uniformed officer shall come from the staffing structure provided for in section 1.2. In addition, the Town Chief or designee shall attend such other meetings as may be requested by the Town Administrator.

1.6 BSO will conduct the necessary criminal investigations for crime which occurs in the TOWN.

1.7 The BSO shall provide such professional police services which shall encompass all those duties and functions of the type coming within the jurisdiction of and customarily rendered by municipal police departments and the Office of the Broward County Sheriff, in accordance with the Charter of the TOWN, the terms of this Agreement, and the statutes of the State of Florida. Nothing herein is intended to usurp the authority of the BSO policies and procedures. In addition, nothing herein is intended to usurp the authority of the TOWN, its policies, procedures and Charter.

1.8. BSO shall provide such municipal policing services for the compensation outlined in this Agreement as provided in Article I, with the exception of those services enumerated in Article X of this Agreement.

ARTICLE II
ANCILLARY SERVICES

2.1 Upon request and availability, BSO shall additionally provide to the TOWN, the following expertise, services, and facilities, which BSO would normally provide to other law enforcement agencies:

1. Full service crime lab;
2. Helicopter patrol;
3. Organized Crime Intelligence gathering activities;
4. Prisoner and jail services;
5. School Resource Officers consistent with BSO policy and pursuant to BSO's contractual arrangement with the Broward County School Board.
6. E-911 (police, fire, and EMS);

2.2 BSO provides to the TOWN by virtue of this contract the benefit of some centralized services of the Department of Law Enforcement which include:

1. Uniform patrol, as specified;
2. Special details management;
3. Strategic intelligence functions;
4. The use of the mounted patrol;
5. Reserves and the sheriff's posse;
6. Career criminal investigation;
7. Technical support;
8. Street crimes enforcement;
9. Regional narcotics investigations;
10. Multi-agency gang task force operations;
11. Victim services;
12. Case filing;
13. DUI enforcement;
14. Marine/dive team;
15. Canine deployment;
16. SWAT team response;
17. Major investigations to include homicide, aggravated felonies, abuse and neglect, sex crimes, missing persons, robbery, economic crimes, traffic homicide, bomb and arson, environmental crimes, auto theft, fugitive apprehension, and crime scene technicians.

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

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

Public Information -;

Office of the Inspector General – for BSO Internal Audit, Staff Inspections, and Professional Compliance;

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

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

Human Resources Bureau/Training Bureau – which provides BSO training and organizational development, classification and compensations, employee assistance, background investigations, retirement, and health and safety.

ARTICLE III **MAINTENANCE OF ABILITY**

3.1 BSO shall furnish to and maintain for the benefit of the TOWN, without additional cost, except as provided herein, all necessary labor, supervision, equipment, vehicles, communication facilities and supplies necessary and proper for the purpose of performing the services, duties and responsibilities set forth and contemplated herein and as necessary to maintain the level of service to be rendered thereunder.

3.2 BSO shall ensure that every Deputy Sheriff of the Southwest Ranches District is provided with a marked patrol vehicle, as required by the BSO Collective Bargaining Agreement and every employee required to have a vehicle pursuant to paragraph 1.2, is equipped with such vehicle. Moreover, BSO shall ensure that every member of the Southwest Ranches District is provided with the appropriate pin, which clearly identifies the deputy/code officer as Southwest Ranches. The Sheriff and the Town Administrator shall agree to which form of uniform identification is appropriate.

ARTICLE IV **ADDITIONAL SERVICES**

BSO shall provide to the TOWN, upon the request of the Town Administrator and the availability of resources, such additional services as may from time to time be needed

at the discretion of the TOWN. The cost of such services shall be borne by the TOWN and shall be payable in such amounts and in such a manner as may be determined by mutual agreement, upon each occurrence.

ARTICLE V
EMPLOYMENT RESPONSIBILITY

5.1 All law enforcement officers, deputy sheriffs and other persons employed by BSO in the performance of such services, functions and responsibilities as described and contemplated herein for the TOWN shall be and remain BSO employees.

5.2 BSO shall be responsible for all insurance benefits, civil service benefits, compensation and/or other employee rights during the course of employment with BSO. Accordingly, the TOWN shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers compensation benefits under Chapter 441, F.S. or any other amenities of employment to and BSO personnel performing services, duties and responsibilities hereunder for the benefit of said TOWN and the residents thereof of any other liabilities whatsoever, unless otherwise specifically provided herein. BSO is, and shall be in the performance of all work, services and activities under this Agreement, an independent agent and not an employee, agent or servant of the TOWN.

ARTICLE VI
EMPLOYMENT; RIGHT OF CONTROL

6.1 BSO shall have and maintain the responsibility for and control of the rendition of the services, the standards of performance, the discipline of personnel and other matters incident to the performance of the services, duties and responsibilities as described and contemplated herein.

6.2 The parties acknowledge that it is important for the Town to have BSO personnel who are acquainted with the general make-up of the TOWN and are familiar with the geography, its industrial, business and residential composition, and its crime problems.

6.3 The Town Administrator shall have the right to require BSO to transfer up to 1 uniformed deputy sheriff, out of the Southwest Ranches District on an annual basis, for any reason whatsoever. The removal of officers described in this section may be dependent upon a sufficient number of regional officers/sergeants available. In addition the Town Administrator shall have the right to remove additional uniformed deputy sheriff(s) from the Southwest Ranches District under the terms of the removal procedures outlined in section 6.4 below.

6.4 In the event the Town Administrator becomes dissatisfied with the performance of the additional personnel assigned to the Southwest Ranches District by BSO, the Town Administrator shall provide written notice to the BSO. Thereafter, representatives of BSO and the TOWN shall meet to discuss possible remedies of the problems experienced by the TOWN. BSO agrees to act in good faith in resolving any problems experienced by the TOWN. If BSO and the TOWN agree to transfer any personnel as a result of the discussions, BSO will assign replacement personnel, within 35 days, in accordance with this Agreement.

6.5 Unless otherwise provided herein, the transfer of any additional personnel shall be only by a joint agreement between BSO and the Town Administrator.

6.6 The BSO shall have the discretion to transfer or reassign any personnel out of the TOWN for the following reasons:

1. Situations where an employee requests a transfer in order to accept a promotion or special assignment which has been offered to him or her by BSO based upon his or her special education qualifications or career path.
2. Disciplinary reasons.
3. Failure of an employee to meet BSO performance standards.
4. At the request of the employee.

In the event BSO transfers or reassigns any deputy or employee for the above-stated reasons, BSO shall provide the Town Administrator with prompt written notice of such transfer or reassignment and explain the basis of the reassignment.

6.7 In any case not specified above, the Town Administrator must concur prior to any transfer of personnel out of the TOWN; which concurrence shall not be unreasonably withheld.

6.8 With the exception of disciplinary transfers and resignations, any personnel transferred or reassigned out of the TOWN, pursuant to this Article, shall not occur without first filling the vacated position, as authorized by the Town Administrator, which shall not be unreasonably withheld. In the event of the disciplinary transfer BSO will make every effort possible to fill this position as to be consistent with Article I.

ARTICLE VII
EMPLOYMENT; AUTHORITY TO ACT

The TOWN does hereby vest in each sworn officer of BSO who, from time to time, may be assigned to the Southwest Ranches District of BSO, to the extent allowed by law, the police powers of the TOWN which are necessary to implement and carry forth the

services, duties, and responsibilities imposed upon BSO hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn officers. Every sworn officer of BSO so empowered hereby and engaged in the performance of the services, duties and responsibilities described and contemplated herein shall be deemed to be a sworn officer of the TOWN while performing such services, duties and responsibilities which constitute municipal functions and are within the scope of this Service Agreement. Accordingly, such sworn officers of BSO are hereby vested with the power to enforce the ordinances of the TOWN, to make arrests incident to the enforcement thereof and to do such other things and perform such other acts as are necessary with respect thereto.

ARTICLE VIII CONSIDERATION

8.1 Commencing October 1, 2000, the TOWN shall pay to BSO, in consideration for the above stated services and responsibilities for the period **October 1, 2000 through September 30, 2001, the sum of \$955,406.00 (Nine hundred fifty five thousand, four hundred six dollars)** payable in monthly installments beginning **October 1, 2000** and each month thereafter until the full amount herein is paid.

8.2 The analysis of the total costs enumerated herein for BSO to provide municipal policing services in the Town of Southwest Ranches, has been attached as Exhibit "A." Municipal Policing Service levels shall not fall below those levels described in Article I with the exception of those services provided in Article X and an unforeseen catastrophic event.

8.3 In the event the TOWN requires municipal policing services beyond those outlined within this agreement, the costs associated with this increased service shall be actual cost and be consistent with the terms of this Agreement.

8.4 The TOWN and BSO will negotiate payment for the second year of this Agreement in time sufficient for preparation of the TOWN's budget as well as the Sheriff's budget. If the parties are unable to agree on payments for the second year on a timely basis, then and in that event this Agreement shall terminate on September 30th of the current Agreement period.

ARTICLE IX FINES, FORFEITURES/SEIZURES

9.1 All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for TOWN pursuant to Section 943.25, Florida Statutes, may be assigned over to the BSO/SOUTHWEST RANCHES DISTRICT and used by the BSO/SOUTHWEST RANCHES DISTRICT for the law enforcement education purposes

authorized in said statute. Apart from such funds, the BSO/SOUTHWEST RANCHES DISTRICT shall have no claim or right to any other monies or things of value which TOWN receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with police or law enforcement activities.

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

9.3 BSO agrees that any currency seized within the TOWN, through active participation of the SOUTHWEST RANCHES DISTRICT'S personnel, pursuant to this agreement and Chapter 932 of the Florida Statutes, and subsequently forfeited to The BSO/SOUTHWEST RANCHES DISTRICT, shall be deposited into the TOWN's Law Enforcement Trust Fund established by the TOWN in an amount which represents the Southwest Ranches District's share, as defined in paragraph 9.7, of such currency. Said funds shall be and shall always remain in the ownership of the TOWN and the BSO/SOUTHWEST RANCHES DISTRICT shall not have any right to ownership and control of such funds. During the term of this agreement, such currency may be earmarked for the BSO/SOUTHWEST RANCHES DISTRICT use within the confines of the TOWN, upon approval of the TOWN.

9.4 Upon concurrence of the Town Chief and the Town Administrator, the BSO/SOUTHWEST RANCHES DISTRICT may apply to the TOWN for the use of such funds, within the boundaries of the TOWN, if such application is in compliance with Florida statutes. Said request shall first be submitted to the BSO legal advisor for a determination of the legality of the request. The BSO legal advisor shall render such opinion within 15 days of written request of the TOWN. The BSO/SOUTHWEST RANCHES DISTRICT agrees to submit such application to the Town Commission for appropriation accompanied by a written certification that the request complies with the provision of 932.7055 (4) Florida Statutes. Upon appropriation, such funds shall be made available to the BSO/SOUTHWEST RANCHES DISTRICT for its designated use within the confines of the TOWN.

9.5 The parties agree that the decision to dispose of or use personal property seized within the TOWN through active participation of Southwest Ranches District personnel shall be in the sole discretion of TOWN. The BSO/SOUTHWEST RANCHES DISTRICT may apply to TOWN to use such personal property outside of the TOWN, and, if approved by the TOWN, the BSO/SOUTHWEST RANCHES DISTRICT shall allocate funds to the TOWN's Law Enforcement Trust Fund equivalent to the Southwest Ranches District's share, as defined in paragraph 9.7, of the mutually agreed upon fair market value

of such personal property less any lien on such property. In the event the BSO/SOUTHWEST RANCHES DISTRICT decides to use such personal property within the TOWN, such property will be used within the TOWN until the earlier of disposition of such property or termination of this Agreement. In the event the property is disposed of prior to termination of this Agreement, the BSO/SOUTHWEST RANCHES DISTRICT's shall allocate the net proceeds from said disposition to the TOWN's Law Enforcement Trust Fund. In the event that this agreement is terminated prior to the disposition of the property, said property shall be turned over to the TOWN. During the term of the Agreement, such funds shall be earmarked for the BSO SOUTHWEST RANCHES DISTRICT'S use within the confines of the TOWN.

9.6 The parties agree that the decision to use or dispose of real property seized within the TOWN, through active participation of Southwest Ranches Personnel, and subsequently forfeited to the BSO/SOUTHWEST RANCHES DISTRICT, shall be in the absolute and sole discretion of the TOWN. The BSO/SOUTHWEST RANCHES DISTRICT may request the TOWN's approval to dispose of such real property. The BSO/SOUTHWEST RANCHES District shall allocate funds to the TOWN's law enforcement trust fund equivalent to the Southwest Ranches District's share, as defined in paragraph 9.7 of the mutually agreed upon fair market value of such real property less any loan, mortgages, liens, or any other encumbrance on such property. During the term of this Agreement, such allocated funds shall be earmarked for the BSO/SOUTHWEST RANCHES DISTRICT'S use within the confines of the TOWN. In the event the BSO/SOUTHWEST RANCHES DISTRICT decides to use such real property and the property is subsequently disposed of prior to termination of this Agreement, the BSO/SOUTHWEST RANCHES DISTRICT shall allocate the net proceeds from said disposition to the TOWN's Law Enforcement Trust Funds. During the term of the Agreement, such funds shall be earmarked for the BSO/SOUTHWEST RANCHES DISTRICT'S use within the confines of the TOWN.

9.7 The SOUTHWEST RANCHES DISTRICTS'S share will be based upon the ratio that the Southwest Ranches District's personnel's participation bears to the participation of all law enforcement agencies' and units' participating in the seizure of the property.

9.8 BSO shall, on a quarterly basis, supply the TOWN with a written report of the above-described fines and forfeitures. Such report(s) shall include a description and estimate of value of properties seized under the laws of the State of Florida, whether or not disposition thereof has been adjudicated. Moreover, such report(s) shall be amended, from time to time, by reflecting the ultimate disposition of property described in an earlier report(s), and such amendatory report(s) shall be submitted to the TOWN within ten (10) days of the ultimate adjudication with regard to the seizure of such property.

ARTICLE X
MUTUAL AID

The parties recognize their obligation to provide assistance to other jurisdictions (including without limitation the municipalities incorporated in Broward County after the effective date of this Agreement) pursuant to the Florida Mutual Aid Act and the event of catastrophe. BSO may direct officers assigned to Southwest Ranches to render aid in either case in a manner consistent with the deployment by BSO of other BSO offices without financial set-off or deduction by Southwest Ranches. Should the Town of Southwest Ranches require assistance pursuant to the Florida Mutual Aid Act and the event of catastrophe, BSO shall direct officers assigned outside the municipal boundaries of Southwest Ranches to render aid in a manner consistent with the deployment by BSO of other BSO offices at no additional cost to the Town of Southwest Ranches. The Town Administrator will be given all possible notice of such deployment and written reports of the actions of officers so deployed.

ARTICLE XI
SPECIAL DETAILS

11.1 Any and all special details performed for the TOWN shall be paid based upon the terms and conditions of the TOWN's permit filed with BSO Special Details Unit.

11.2 BSO Southwest Ranches District personnel will be assigned to TOWN Special Event details within the Town of Southwest Ranches, unless interested personnel from the Southwest Ranches District cannot be identified. BSO agrees that personnel assigned to the Southwest Ranches District will be offered the opportunity to work special details so designated by the Town Administrator. The Town Administrator will use his/her best efforts to notify the BSO Special Detail Office in writing at least five (5) days prior to an event in which Southwest Ranches District personnel are requested. All such personnel shall be assigned by BSO's Special Detail Office in accordance with BSO's policies and procedures and subject to approval of the Town Administrator.

ARTICLE XII
TOWN CHIEF

12.1 The Town Chief shall, among other specified duties, act as liaison between the TOWN and BSO.

12.2 The Town Chief, Town Fire Chief and Town Administrator will collectively be responsible for all emergency management duties of the TOWN.

ARTICLE XIII
INSURANCE

BSO shall maintain, in addition to those policies of insurance required and contemplated in Article VI hereof, policies of liability, automobile, excess automobile, in the amounts hereinafter described:

13.1 General Liability \$1,000,000/\$2,000,000

13.2 Automobile Liability \$1,000,000/\$2,000,000

13.3 BSO shall maintain the respective policies of liability, automobile, and excess automobile throughout the term of this Service Agreement, as the same may be extended in accordance with the provisions hereof.

13.4 BSO shall provide TOWN with a copy of current respective policies of insurance required hereunder, and renewals thereof, in order that the TOWN, through the office of the Town Clerk, may keep such copies on file for the benefit of the public inspection of the citizens of the TOWN. In the event BSO maintains a self-insurance fund, BSO agrees to provide TOWN with a Certificate of Insurance regarding such funds.

13.5. The costs of all policies of insurance required hereunder shall be the obligation of BSO and Broward County shall in no way be responsible therefor.

13.6 BSO shall provide TOWN with a Certificate of Insurance listing TOWN as a certificate holder for the respective insurance required hereunder.

13.7 Should any of the required insurance policies be modified before the expiration date of this agreement, BSO will provide at least thirty (30) days prior written notice to the TOWN.

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

13.9 TOWN shall pay for and maintain its own comprehensive general liability insurance or maintain a self-insuring fund for the term of this Agreement in the amount determined by TOWN to adequately insure the TOWN's liability assumed herein, but in no event shall such coverage be less than the amount of statutory waiver of sovereign immunity. In the event such coverage is modified, in any regard, before the expiration date of this agreement, TOWN will provide at least thirty (30) days prior written notice to BSO.

ARTICLE XIV
HOLD HARMLESS

14.1 To the extent permitted by law, TOWN shall indemnify, defend, and hold BSO, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of the TOWN, its employees, agents, or servants and the TOWN shall indemnify the BSO, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which BSO, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of the TOWN, its employees, agents, or servants. For purposes of this provision, TOWN employees shall not be deemed agents or servants of BSO and BSO employees shall not be deemed agents or servants of TOWN.

14.2 To the extent permitted by law, BSO shall indemnify, defend, and hold TOWN, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of BSO, its employees, agents, or servants and BSO shall indemnify the TOWN, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which TOWN, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of BSO, its employees, agents, or servants. For purposes of this provision, TOWN employees shall not be deemed agents or servants of BSO and BSO employees shall not be deemed agents or servants of TOWN.

14.3 Notwithstanding anything to the contrary contained herein, BSO and the TOWN shall, at all times, be entitled to the benefits of sovereign immunity as provided in Section 768.28, Florida Statutes, and common law. Nothing contained in this agreement to the contrary shall be construed as a waiver of sovereign immunity.

14.4 Notwithstanding anything to the contrary contained herein, the terms and conditions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE XV
INDEPENDENT CONTRACTOR

BSO, for the purposes of this Service Agreement, is and shall remain an Independent Contractor; provided, however, such Independent Contractor status shall not diminish the power and authority vested in BSO and its sworn officers pursuant to Article VII.

ARTICLE XVI
TERM

This Service Agreement shall remain in full force and effect commencing October 1, 2000 and ending September 30, 2001, all dates inclusive, unless this Service Agreement be otherwise extended or terminated in accordance with the terms hereof.

ARTICLE XVII
OPTION TO RENEW

This Agreement may be renewed for a one (1) year period upon mutual agreement of the parties. The TOWN agrees to furnish BSO notice of its intent to renew this Agreement no less than ninety (90) days prior to the expiration of this Agreement.

ARTICLE XVIII
TERMINATION

BSO does hereby acknowledge that TOWN is making this Agreement in reliance upon BSO's fulfillment of the obligations herein imposed for the full term contemplated herein. Accordingly, BSO does hereby acknowledge that the TOWN shall have the right of termination and the TOWN does hereby acknowledge that BSO shall have the right of termination as outlined in the sections below.

18.1 TOWN may terminate this Service Agreement at its discretion either with or without cause, by giving written notice thereof to BSO; provided, however, that such termination shall not be effective until the ninety-first (91) day after the receipt thereof by BSO.

18.2 In the event of termination by either party, the other party shall render such aid, coordination and cooperation as might be required for an expeditious and efficient termination of service.

18.3 Upon termination of this Agreement, the Town shall have no obligation to pay BSO beyond the date of termination, except for services rendered prior to the termination date.

ARTICLE XIX
TRANSITION

19.1 In the event of the termination or expiration hereof, BSO and TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from

BSO to a TOWN police department and to maintain during such period of transition the same high quality of police protection otherwise afforded to the residents of the TOWN pursuant to the terms hereof. In the event of such termination or expiration and in the further event that the TOWN is unable to provide the same level of police protection through its own police force at the time of such termination or expiration, the then pending term of this Agreement shall be deemed automatically extended for a period of ninety (90) days or until TOWN is capable of rendering such police service, whichever occurs sooner.

19.2 The remuneration's to be paid to BSO during the transition period shall be based upon the actual cost of providing such services during the transition period, but shall not exceed the pro rata cost of the most recent Agreement.

ARTICLE XX EQUIPMENT APPRAISAL AND TRANSFER PROVISION

20.1 BSO will provide Southwest Ranches, no later than **October 1, 2000**, with a list of all equipment, including patrol cars, assigned to the Southwest Ranches District, and provide updated lists on an annual basis. The list will contain a fair market value for each item. Southwest Ranches will have the option to purchase any or all items on the list upon the termination of this Contract. Southwest Ranches must exercise this option by delivery of written notice to BSO no later than ninety (90) calendar days before the expiration of any term of this Contract. The purchase price will be the then current depreciated value of the item. Depreciation will be based on a five-year, straight-line schedule.

20.2 If Southwest Ranches does not agree that the depreciated value of any item is reasonable, it shall so inform BSO in writing and provide a written signed appraisal prepared by a competent appraiser. This notice must be delivered contemporaneously with Southwest Ranches's notice of exercise of its purchase option. If BSO does not agree with the appraised figure, it shall so inform Southwest Ranches in writing and provide a written signed appraisal prepared by a competent appraiser. This notice must be provided no later than thirty (30) days after receipt of Southwest Ranches's notice of objection to the depreciated price. If Southwest Ranches does not agree with BSO's appraisal, and the parties cannot agree upon a purchase price, Southwest Ranches must give BSO written notice of this fact no later than ten (10) days after receipt of BSO's appraisal. The parties shall then select a third appraiser, whose opinion shall be final. The parties will pay an equal share of the fees of the third appraiser.

20.3 Upon the exercise by the TOWN of its option to possess the subject equipment, BSO shall convey all of its rights, title and interest, thereto, including police vehicles, to the TOWN by Bill of Sale Absolute or Certificate of Title, as applicable.

ARTICLE XXI
AUTHORITY TO EXECUTE; NO CONFLICT CREATED; PREVAILING PARTY

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

21.1.1 His making and execution hereof shall create a legal obligation upon the Sheriff's Office of Broward County, Florida, which shall be legally binding upon the Sheriff's Office of Broward County;

21.1.2 The same shall be enforceable by the TOWN according and to the extent of the provision hereof.

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

21.3 The Town Administrator, Mayor and Town Clerk, by their respective executions hereof, do each represent to BSO that they, collectively, have full power and authority to make and execute this Service Agreement on behalf of the Town of Southwest Ranches, pursuant to the Resolution of the Town Council of the TOWN.

21.4 Nothing herein contained is in any way contrary to or in contravention of the Charter of the Town of Southwest Ranches and the laws of the State of Florida.

21.5 If any litigation arises out of this agreement (including appellate proceedings), the prevailing party is entitled to recover its Attorney fee's and costs.

ARTICLE XXII
NOTICE

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

22.1 TOWN: Jim Ward, Acting Town Administrator
Town of Southwest Ranches
210 North University Drive
Suite 301
Coral Springs, Florida 33071

and Gary Poliakoff, J.D., Town Attorney
Becker & Poliakoff, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

22.2 BSO: Sheriff of Broward County
Broward County Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

Department of Legal Affairs
Broward County Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

ARTICLE XXIII
NON-ASSIGNABILITY

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

ARTICLE XXIV
ENTIRE AGREEMENT; AMENDMENT


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

ARTICLE XXV
BINDING EFFECT


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

Agreed to and Accepted on September 21, 2000.

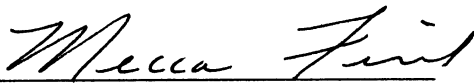
Kenneth C. Jenne, II, Sheriff of Broward County

By: 
Kenneth C. Jenne, II, Sheriff

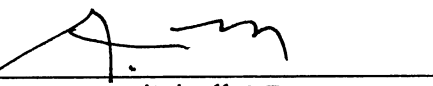
Approved for legal sufficiency for the Broward County Sheriff's Office

By: 
Department of Legal Affairs

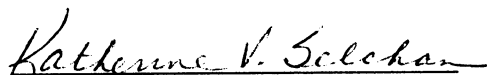
Town of Southwest Ranches

By: 
Mecca Fink, Mayor

Approved for legal form and correctness for the Town of Southwest Ranches

By: 
Gary A. Poliakoff, J.D.
Town Attorney

ATTEST:


Interim Town Clerk

BECKER & POLIAKOFF, P.A.

Administrative Office:
3111 Stirling Road
Ft. Lauderdale, Florida 33312-6525

Mailing Address:
P.O. Box 9057
Ft. Lauderdale, Florida 33310-9057

Phone: (954) 987-7550 Fax: (954) 985-4176

Toll Free: (800) 432-7712

Internet: www.becker-poliakoff.com

Email: bp@becker-poliakoff.com

Reply To:

Gary A. Poliakoff, J.D.
(954) 985-4150

gpoliakoff@becker-poliakoff.com

Florida Offices

- Boca Raton*
- Clearwater
- Ft. Myers
- Ft. Walton Beach
- Hollywood
- Melbourne*
- Miami
- Naples
- Orlando
- Port Charlotte*
- St. Petersburg
- Sarasota
- Tallahassee
- Tampa
- West Palm Beach

* available for consultation
by appointment only

International Offices

- Beijing,
People's Republic
of China
- Prague,
Czech Republic
- Bern, Switzerland*

February 7, 2001

Jeff Hessler, Esq.
Senior Legal Counsel
Broward County Sheriff's Office
2601 W. Broward Blvd.
Ft. Lauderdale, FL 33312

RE: Amendment to the Agreement between Broward Sheriff's Office
and the Town of Southwest Ranches for Police Services

Dear Mr. Hessler:

Enclosed please find three (3) executed originals of the Amendment to the Agreement between Kenneth C. Jenne, II, Sheriff of Broward County, Florida and the Town of Southwest Ranches for provision of Police Services. After Sheriff Jenne signs the originals, kindly return an executed original to my attention. Once again, thanks for your assistance with this matter.

Very truly yours,


GARY A. POLIAKOFF, J.D.

GAP/ae
Enclosures
625499_1.DOC

AMENDMENT
TO THE AGREEMENT
BY AND BETWEEN
KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY, FLORIDA
AND
THE TOWN OF SOUTHWEST RANCHES
FOR
POLICE SERVICES

THIS AMENDMENT to the agreement by and between Kenneth C. Jenne, II, Sheriff of Broward County, Florida (hereinafter referred to as "SHERIFF") and the Town of Southwest Ranches, a municipal corporation organized as existing under the laws of the State of Florida (hereinafter referred to as "TOWN") is made and entered this 15th day of February, 2001.

WITNESSETH:

WHEREAS, on or about September 21, 2000, SHERIFF and TOWN entered into an agreement for Police Services; and

WHEREAS, the parties are desirous of modifying the agreement.

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

1. The following provision shall be added to Paragraph 1.2.1:

Notwithstanding the aforesaid, there shall be at all times, twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days each year, at a minimum one (1) uniformed Deputy Sheriff in a marked SHERIFF's vehicle patrolling the TOWN.

2. The following provision shall be added in Paragraph 14.2:

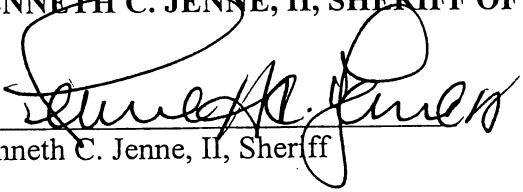
SHERIFF shall indemnify, defend and hold TOWN, its officials, agents, servants and employees, harmless from claims of any nature arising out of unlawful or actionable employment and labor practices brought by SHERIFF's employees including, but not limited to, claims under the Florida and Federal Civil Rights Act, Age Discrimination in Employment, Americans with Disabilities Act and Federal Wage and Hours Laws.

3. Except as modified herein, all remaining terms and conditions of the agreement shall remain in full force and effect.

AMENDMENT BY AND BETWEEN KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY, FLORIDA AND THE TOWN OF SOUTHWEST RANCHES FOR POLICE SERVICES

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

KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY


Kenneth C. Jenne, II, Sheriff

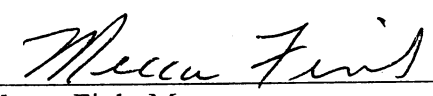
Date: 1/26/01

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


Department of Legal Affairs

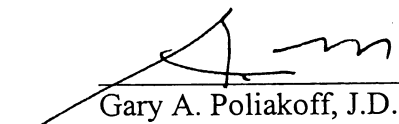
Date: 2/12/01

TOWN OF SOUTHWEST RANCHES



Mecca Fink, Mayor

Date: 2/16/01

Approved for legal form and sufficiency for the Town of Southwest Ranches

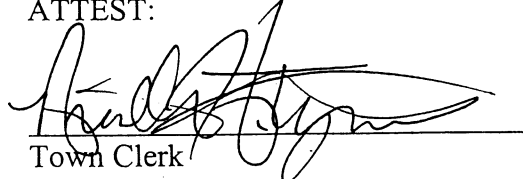

Gary A. Poliakoff, J.D., Town Attorney

Date: 1-26-01


John Canada, Town Administrator

Date: 1/26/01

ATTEST:


Town Clerk

Date: 2/6/01

**AGREEMENT BY AND BETWEEN
KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY, FLORIDA
AND
THE TOWN OF SOUTHWEST RANCHES
FOR POLICE SERVICES**

THIS AGREEMENT, by and between the TOWN OF SOUTHWEST RANCHES, a municipal corporation organized as existing under the laws of the State of Florida, (hereinafter referred to as "TOWN"), and Kenneth C. Jenne, II, Sheriff of Broward County (hereinafter referred to collectively as "BSO"),

WITNESSETH:

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

WHEREAS, BSO has agreed to render to the TOWN a continuing high level of professional police service, and the TOWN is desirous of agreeing to receive such services based upon the terms and conditions hereinafter set forth; and

WHEREAS, the TOWN is desirous of providing its daily police service through an Agreement with BSO.

NOW THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ARTICLE I
POLICE SERVICES

BSO shall provide to TOWN for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, police protection within and throughout the corporate limits of TOWN to the extent and in the manner hereinafter described.

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

1.1.1 Patrol Unit shall mean one (1) marked car prominently displaying on the vehicle's exterior the legend "Southwest Ranches" in letters at least two (2) inches in height which shall be staffed by one (1) uniformed officer and containing all standard support equipment and who is assigned to a patrol zone.

1.1.2 Southwest Ranches District shall mean the geographic area within the TOWN Boundaries as described in Exhibit "A." In the event the TOWN annexes additional geographic areas, BSO and the TOWN will renegotiate the staffing levels, consideration, and any other terms and conditions impacted by the annexation.

1.1.3 Service shall mean comprehensive police protection provided each day of the year on a twenty-four (24) hour per day basis.

1.1.4 Shift shall mean and include service provided on an 8-hour basis (except supervisors may be assigned as needed). Unless revised by mutual agreement of the parties, the commencement hour of any shift shall be determined and established from time to time by BSO.

1.1.5 Town Chief for the purposes of meeting the Town's requirements of the function of Police Chief, the West Broward District Commander will be assigned by BSO to perform that function.

1.1.6 Unforeseen Catastrophic Event shall mean an occurrence that was not previously contemplated by the parties, such as natural disasters and civil unrest, which requires immediate attention utilizing personnel resources of the BSO.

1.2 Commencing October 1, 2000, the staffing structure of the Southwest Ranches District will be as follows:

01 – Sergeants
10 - Deputy Sheriffs
01 - Code Officer with vehicle
12 – TOTAL SOUTHWEST RANCHES PERSONNEL

In recognition of the TOWN's need to be informed of BSO's activities, the Town Chief and the Town Administrator will develop a mutually agreed upon reporting format(s) and reporting period(s), whereby BSO will report it's activities to the Town Administrator. At any time during the term of this Agreement, the Town Administrator shall have the right to make reasonable modifications to the reporting format(s) and reporting period(s). Except for periods when a Deputy Sheriff(s) is/are on leave or sick time, BSO will guarantee a staffing level of ten (10) Deputy Sheriffs subject to the terms of this agreement.

1.2.1 The parties recognize that a law enforcement agency requires flexibility in order to meet society's challenge to combat crime and other social conditions. Therefore, the Town Chief or his designee shall have the discretion to determine patrol staffing levels and assignments for the above stated personnel to provide adequate police services to the TOWN consistent with the spirit and intent of this Agreement.

1.2.2 The Town Chief will make all reasonable efforts to coordinate training, sick, annual and administrative leave to provide optimum service to the TOWN.

1.3 The uniform patrol force shall respond to and render aid in life saving and in-progress crime scenes, and shall make every reasonable effort to respond to emergency calls within three (3) minutes while maintaining safe operations.

1.4 The uniformed patrol units shall provide vacation-house-check services and premises surveillance not less than once during each twenty-four (24) hour period, for each resident of the TOWN who registers for such service, with the exception of staffing shortages, unforeseen catastrophic events, and emergencies which effect the life, health and safety of all served in Southwest Ranches. If a staffing shortage should arise, the Southwest Ranches Town Chief shall insure the immediate resumption of vacation-house-check services and premises surveillance once the staffing shortages have been addressed. The uniformed patrol unit shall provide a high profile presence in both residential and business areas. Vacation-house-check services and premises surveillance reports shall be provided to the Town Administrator pursuant to the terms of this Agreement.

1.5 At the request of the Town Administrator, one uniformed Deputy Sheriff shall be available to attend each regular and special Town Council meeting at no additional cost to the TOWN. This uniformed officer shall come from the staffing structure provided for in section 1.2. In addition, the Town Chief or designee shall attend such other meetings as may be requested by the Town Administrator.

1.6 BSO will conduct the necessary criminal investigations for crime which occurs in the TOWN.

1.7 The BSO shall provide such professional police services which shall encompass all those duties and functions of the type coming within the jurisdiction of and customarily rendered by municipal police departments and the Office of the Broward County Sheriff, in accordance with the Charter of the TOWN, the terms of this Agreement, and the statutes of the State of Florida. Nothing herein is intended to usurp the authority of the BSO policies and procedures. In addition, nothing herein is intended to usurp the authority of the TOWN, its policies, procedures and Charter.

1.8. BSO shall provide such municipal policing services for the compensation outlined in this Agreement as provided in Article I, with the exception of those services enumerated in Article X of this Agreement.

ARTICLE II
ANCILLARY SERVICES

2.1 Upon request and availability, BSO shall additionally provide to the TOWN, the following expertise, services, and facilities, which BSO would normally provide to other law enforcement agencies:

1. Full service crime lab;
2. Helicopter patrol;
3. Organized Crime Intelligence gathering activities;
4. Prisoner and jail services;
5. School Resource Officers consistent with BSO policy and pursuant to BSO's contractual arrangement with the Broward County School Board.
6. E-911 (police, fire, and EMS);

2.2 BSO provides to the TOWN by virtue of this contract the benefit of some centralized services of the Department of Law Enforcement which include:

1. Uniform patrol, as specified;
2. Special details management;
3. Strategic intelligence functions;
4. The use of the mounted patrol;
5. Reserves and the sheriff's posse;
6. Career criminal investigation;
7. Technical support;
8. Street crimes enforcement;
9. Regional narcotics investigations;
10. Multi-agency gang task force operations;
11. Victim services;
12. Case filing;
13. DUI enforcement;
14. Marine/dive team;
15. Canine deployment;
16. SWAT team response;
17. Major investigations to include homicide, aggravated felonies, abuse and neglect, sex crimes, missing persons, robbery, economic crimes, traffic homicide, bomb and arson, environmental crimes, auto theft, fugitive apprehension, and crime scene technicians.

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

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

Public Information -;

Office of the Inspector General – for BSO Internal Audit, Staff Inspections, and Professional Compliance;

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

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

Human Resources -Bureau/Training Bureau – which provides BSO training and organizational development, classification and compensations, employee assistance, background investigations, retirement, and health and safety.

ARTICLE III **MAINTENANCE OF ABILITY**

3.1 BSO shall furnish to and maintain for the benefit of the TOWN, without additional cost, except as provided herein, all necessary labor, supervision, equipment, vehicles, communication facilities and supplies necessary and proper for the purpose of performing the services, duties and responsibilities set forth and contemplated herein and as necessary to maintain the level of service to be rendered thereunder.

3.2 BSO shall ensure that every Deputy Sheriff of the Southwest Ranches District is provided with a marked patrol vehicle, as required by the BSO Collective Bargaining Agreement and every employee required to have a vehicle pursuant to paragraph 1.2, is equipped with such vehicle. Moreover, BSO shall ensure that every member of the Southwest Ranches District is provided with the appropriate pin, which clearly identifies the deputy/code officer as Southwest Ranches. The Sheriff and the Town Administrator shall agree to which form of uniform identification is appropriate.

ARTICLE IV **ADDITIONAL SERVICES**

BSO shall provide to the TOWN, upon the request of the Town Administrator and the availability of resources, such additional services as may from time to time be needed

at the discretion of the TOWN. The cost of such services shall be borne by the TOWN and shall be payable in such amounts and in such a manner as may be determined by mutual agreement, upon each occurrence.

ARTICLE V
EMPLOYMENT RESPONSIBILITY

5.1 All law enforcement officers, deputy sheriffs and other persons employed by BSO in the performance of such services, functions and responsibilities as described and contemplated herein for the TOWN shall be and remain BSO employees.

5.2 BSO shall be responsible for all insurance benefits, civil service benefits, compensation and/or other employee rights during the course of employment with BSO. Accordingly, the TOWN shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers compensation benefits under Chapter 441, F.S. or any other amenities of employment to and BSO personnel performing services, duties and responsibilities hereunder for the benefit of said TOWN and the residents thereof of any other liabilities whatsoever, unless otherwise specifically provided herein. BSO is, and shall be in the performance of all work, services and activities under this Agreement, an independent agent and not an employee, agent or servant of the TOWN.

ARTICLE VI
EMPLOYMENT; RIGHT OF CONTROL

6.1 BSO shall have and maintain the responsibility for and control of the rendition of the services, the standards of performance, the discipline of personnel and other matters incident to the performance of the services, duties and responsibilities as described and contemplated herein.

6.2 The parties acknowledge that it is important for the Town to have BSO personnel who are acquainted with the general make-up of the TOWN and are familiar with the geography, its industrial, business and residential composition, and its crime problems.

6.3 The Town Administrator shall have the right to require BSO to transfer up to 1 uniformed deputy sheriff, out of the Southwest Ranches District on an annual basis, for any reason whatsoever. The removal of officers described in this section may be dependent upon a sufficient number of regional officers/sergeants available. In addition the Town Administrator shall have the right to remove additional uniformed deputy sheriff(s) from the Southwest Ranches District under the terms of the removal procedures outlined in section 6.4 below.

6.4 In the event the Town Administrator becomes dissatisfied with the performance of the additional personnel assigned to the Southwest Ranches District by BSO, the Town Administrator shall provide written notice to the BSO. Thereafter, representatives of BSO and the TOWN shall meet to discuss possible remedies of the problems experienced by the TOWN. BSO agrees to act in good faith in resolving any problems experienced by the TOWN. If BSO and the TOWN agree to transfer any personnel as a result of the discussions, BSO will assign replacement personnel, within 35 days, in accordance with this Agreement.

6.5 Unless otherwise provided herein, the transfer of any additional personnel shall be only by a joint agreement between BSO and the Town Administrator.

6.6 The BSO shall have the discretion to transfer or reassign any personnel out of the TOWN for the following reasons:

1. Situations where an employee requests a transfer in order to accept a promotion or special assignment which has been offered to him or her by BSO based upon his or her special education qualifications or career path.
2. Disciplinary reasons.
3. Failure of an employee to meet BSO performance standards.
4. At the request of the employee.

In the event BSO transfers or reassigns any deputy or employee for the above-stated reasons, BSO shall provide the Town Administrator with prompt written notice of such transfer or reassignment and explain the basis of the reassignment.

6.7 In any case not specified above, the Town Administrator must concur prior to any transfer of personnel out of the TOWN; which concurrence shall not be unreasonably withheld.

6.8 With the exception of disciplinary transfers and resignations, any personnel transferred or reassigned out of the TOWN, pursuant to this Article, shall not occur without first filling the vacated position, as authorized by the Town Administrator, which shall not be unreasonably withheld. In the event of the disciplinary transfer BSO will make every effort possible to fill this position as to be consistent with Article I.

ARTICLE VII **EMPLOYMENT; AUTHORITY TO ACT**

The TOWN does hereby vest in each sworn officer of BSO who, from time to time, may be assigned to the Southwest Ranches District of BSO, to the extent allowed by law, the police powers of the TOWN which are necessary to implement and carry forth the

services, duties, and responsibilities imposed upon BSO hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn officers. Every sworn officer of BSO so empowered hereby and engaged in the performance of the services, duties and responsibilities described and contemplated herein shall be deemed to be a sworn officer of the TOWN while performing such services, duties and responsibilities which constitute municipal functions and are within the scope of this Service Agreement. Accordingly, such sworn officers of BSO are hereby vested with the power to enforce the ordinances of the TOWN, to make arrests incident to the enforcement thereof and to do such other things and perform such other acts as are necessary with respect thereto.

ARTICLE VIII CONSIDERATION

8.1 Commencing October 1, 2000, the TOWN shall pay to BSO, in consideration for the above stated services and responsibilities for the period **October 1, 2000 through September 30, 2001**, the **sum of \$955,406.00 (Nine hundred fifty five thousand, four hundred six dollars)** payable in monthly installments beginning **October 1, 2000** and each month thereafter until the full amount herein is paid.

8.2 The analysis of the total costs enumerated herein for BSO to provide municipal policing services in the Town of Southwest Ranches, has been attached as Exhibit "A." Municipal Policing Service levels shall not fall below those levels described in Article I with the exception of those services provided in Article X and an unforeseen catastrophic event.

8.3 In the event the TOWN requires municipal policing services beyond those outlined within this agreement, the costs associated with this increased service shall be actual cost and be consistent with the terms of this Agreement.

8.4 The TOWN and BSO will negotiate payment for the second year of this Agreement in time sufficient for preparation of the TOWN's budget as well as the Sheriff's budget. If the parties are unable to agree on payments for the second year on a timely basis, then and in that event this Agreement shall terminate on September 30th of the current Agreement period.

ARTICLE IX FINES, FORFEITURES/SEIZURES

9.1 All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for TOWN pursuant to Section 943.25, Florida Statutes, may be assigned over to the BSO/SOUTHWEST RANCHES DISTRICT and used by the BSO/SOUTHWEST RANCHES DISTRICT for the law enforcement education purposes

authorized in said statute. Apart from such funds, the BSO/SOUTHWEST RANCHES DISTRICT shall have no claim or right to any other monies or things of value which TOWN receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with police or law enforcement activities.

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

9.3 BSO agrees that any currency seized within the TOWN, through active participation of the SOUTHWEST RANCHES DISTRICT'S personnel, pursuant to this agreement and Chapter 932 of the Florida Statutes, and subsequently forfeited to The BSO/SOUTHWEST RANCHES DISTRICT, shall be deposited into the TOWN's Law Enforcement Trust Fund established by the TOWN in an amount which represents the Southwest Ranches District's share, as defined in paragraph 9.7, of such currency. Said funds shall be and shall always remain in the ownership of the TOWN and the BSO/SOUTHWEST RANCHES DISTRICT shall not have any right to ownership and control of such funds. During the term of this agreement, such currency may be earmarked for the BSO/SOUTHWEST RANCHES DISTRICT use within the confines of the TOWN, upon approval of the TOWN.

9.4 Upon concurrence of the Town Chief and the Town Administrator, the BSO/SOUTHWEST RANCHES DISTRICT may apply to the TOWN for the use of such funds, within the boundaries of the TOWN, if such application is in compliance with Florida statutes. Said request shall first be submitted to the BSO legal advisor for a determination of the legality of the request. The BSO legal advisor shall render such opinion within 15 days of written request of the TOWN. The BSO/SOUTHWEST RANCHES DISTRICT agrees to submit such application to the Town Commission for appropriation accompanied by a written certification that the request complies with the provision of 932.7055 (4) Florida Statutes. Upon appropriation, such funds shall be made available to the BSO/SOUTHWEST RANCHES DISTRICT for its designated use within the confines of the TOWN.

9.5 The parties agree that the decision to dispose of or use personal property seized within the TOWN through active participation of Southwest Ranches District personnel shall be in the sole discretion of TOWN. The BSO/SOUTHWEST RANCHES DISTRICT may apply to TOWN to use such personal property outside of the TOWN, and, if approved by the TOWN, the BSO/SOUTHWEST RANCHES DISTRICT shall allocate funds to the TOWN's Law Enforcement Trust Fund equivalent to the Southwest Ranches District's share, as defined in paragraph 9.7, of the mutually agreed upon fair market value

of such personal property less any lien on such property. In the event the BSO/SOUTHWEST RANCHES DISTRICT decides to use such personal property within the TOWN, such property will be used within the TOWN until the earlier of disposition of such property or termination of this Agreement. In the event the property is disposed of prior to termination of this Agreement, the BSO/SOUTHWEST RANCHES DISTRICT's shall allocate the net proceeds from said disposition to the TOWN's Law Enforcement Trust Fund. In the event that this agreement is terminated prior to the disposition of the property, said property shall be turned over to the TOWN. During the term of the Agreement, such funds shall be earmarked for the BSO SOUTHWEST RANCHES DISTRICT'S use within the confines of the TOWN.

9.6 The parties agree that the decision to use or dispose of real property seized within the TOWN, through active participation of Southwest Ranches Personnel, and subsequently forfeited to the BSO/SOUTHWEST RANCHES DISTRICT, shall be in the absolute and sole discretion of the TOWN. The BSO/SOUTHWEST RANCHES DISTRICT may request the TOWN's approval to dispose of such real property. The BSO/SOUTHWEST RANCHES District shall allocate funds to the TOWN's law enforcement trust fund equivalent to the Southwest Ranches District's share, as defined in paragraph 9.7 of the mutually agreed upon fair market value of such real property less any loan, mortgages, liens, or any other encumbrance on such property. During the term of this Agreement, such allocated funds shall be earmarked for the BSO/SOUTHWEST RANCHES DISTRICT'S use within the confines of the TOWN. In the event the BSO/SOUTHWEST RANCHES DISTRICT decides to use such real property and the property is subsequently disposed of prior to termination of this Agreement, the BSO/SOUTHWEST RANCHES DISTRICT shall allocate the net proceeds from said disposition to the TOWN's Law Enforcement Trust Funds. During the term of the Agreement, such funds shall be earmarked for the BSO/SOUTHWEST RANCHES DISTRICT'S use within the confines of the TOWN.

9.7 The SOUTHWEST RANCHES DISTRICTS'S share will be based upon the ratio that the Southwest Ranches District's personnel's participation bears to the participation of all law enforcement agencies' and units' participating in the seizure of the property.

9.8 BSO shall, on a quarterly basis, supply the TOWN with a written report of the above-described fines and forfeitures. Such report(s) shall include a description and estimate of value of properties seized under the laws of the State of Florida, whether or not disposition thereof has been adjudicated. Moreover, such report(s) shall be amended, from time to time, by reflecting the ultimate disposition of property described in an earlier report(s), and such amendatory report(s) shall be submitted to the TOWN within ten (10) days of the ultimate adjudication with regard to the seizure of such property.

ARTICLE X
MUTUAL AID

The parties recognize their obligation to provide assistance to other jurisdictions (including without limitation the municipalities incorporated in Broward County after the effective date of this Agreement) pursuant to the Florida Mutual Aid Act and the event of catastrophe. BSO may direct officers assigned to Southwest Ranches to render aid in either case in a manner consistent with the deployment by BSO of other BSO offices without financial set-off or deduction by Southwest Ranches. Should the Town of Southwest Ranches require assistance pursuant to the Florida Mutual Aid Act and the event of catastrophe, BSO shall direct officers assigned outside the municipal boundaries of Southwest Ranches to render aid in a manner consistent with the deployment by BSO of other BSO offices at no additional cost to the Town of Southwest Ranches. The Town Administrator will be given all possible notice of such deployment and written reports of the actions of officers so deployed.

ARTICLE XI
SPECIAL DETAILS

11.1 Any and all special details performed for the TOWN shall be paid based upon the terms and conditions of the TOWN's permit filed with BSO Special Details Unit.

11.2 BSO Southwest Ranches District personnel will be assigned to TOWN Special Event details within the Town of Southwest Ranches, unless interested personnel from the Southwest Ranches District cannot be identified. BSO agrees that personnel assigned to the Southwest Ranches District will be offered the opportunity to work special details so designated by the Town Administrator. The Town Administrator will use his/her best efforts to notify the BSO Special Detail Office in writing at least five (5) days prior to an event in which Southwest Ranches District personnel are requested. All such personnel shall be assigned by BSO's Special Detail Office in accordance with BSO's policies and procedures and subject to approval of the Town Administrator.

ARTICLE XII
TOWN CHIEF

12.1 The Town Chief shall, among other specified duties, act as liaison between the TOWN and BSO.

12.2 The Town Chief, Town Fire Chief and Town Administrator will collectively be responsible for all emergency management duties of the TOWN.

ARTICLE XIII
INSURANCE

BSO shall maintain, in addition to those policies of insurance required and contemplated in Article VI hereof, policies of liability, automobile, excess automobile, in the amounts hereinafter described:

13.1 General Liability \$1,000,000/\$2,000,000

13.2 Automobile Liability \$1,000,000/\$2,000,000

13.3 BSO shall maintain the respective policies of liability, automobile, and excess automobile throughout the term of this Service Agreement, as the same may be extended in accordance with the provisions hereof.

13.4 BSO shall provide TOWN with a copy of current respective policies of insurance required hereunder, and renewals thereof, in order that the TOWN, through the office of the Town Clerk, may keep such copies on file for the benefit of the public inspection of the citizens of the TOWN. In the event BSO maintains a self-insurance fund, BSO agrees to provide TOWN with a Certificate of Insurance regarding such funds.

13.5. The costs of all policies of insurance required hereunder shall be the obligation of BSO and Broward County shall in no way be responsible therefor.

13.6 BSO shall provide TOWN with a Certificate of Insurance listing TOWN as a certificate holder for the respective insurance required hereunder.

13.7 Should any of the required insurance policies be modified before the expiration date of this agreement, BSO will provide at least thirty (30) days prior written notice to the TOWN.

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

13.9 TOWN shall pay for and maintain its own comprehensive general liability insurance or maintain a self-insuring fund for the term of this Agreement in the amount determined by TOWN to adequately insure the TOWN's liability assumed herein, but in no event shall such coverage be less than the amount of statutory waiver of sovereign immunity. In the event such coverage is modified, in any regard, before the expiration date of this agreement, TOWN will provide at least thirty (30) days prior written notice to BSO.

ARTICLE XIV
HOLD HARMLESS

14.1 To the extent permitted by law, TOWN shall indemnify, defend, and hold BSO, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of the TOWN, its employees, agents, or servants and the TOWN shall indemnify the BSO, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which BSO, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of the TOWN, its employees, agents, or servants. For purposes of this provision, TOWN employees shall not be deemed agents or servants of BSO and BSO employees shall not be deemed agents or servants of TOWN.

14.2 To the extent permitted by law, BSO shall indemnify, defend, and hold TOWN, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of BSO, its employees, agents, or servants and BSO shall indemnify the TOWN, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which TOWN, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of BSO, its employees, agents, or servants. For purposes of this provision, TOWN employees shall not be deemed agents or servants of BSO and BSO employees shall not be deemed agents or servants of TOWN.

14.3 Notwithstanding anything to the contrary contained herein, BSO and the TOWN shall, at all times, be entitled to the benefits of sovereign immunity as provided in Section 768.28, Florida Statutes, and common law. Nothing contained in this agreement to the contrary shall be construed as a waiver of sovereign immunity.

14.4 Notwithstanding anything to the contrary contained herein, the terms and conditions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE XV
INDEPENDENT CONTRACTOR

BSO, for the purposes of this Service Agreement, is and shall remain an Independent Contractor; provided, however, such Independent Contractor status shall not diminish the power and authority vested in BSO and its sworn officers pursuant to Article VII.

ARTICLE XVI
TERM

This Service Agreement shall remain in full force and effect commencing October 1, 2000 and ending September 30, 2001, all dates inclusive, unless this Service Agreement be otherwise extended or terminated in accordance with the terms hereof.

ARTICLE XVII
OPTION TO RENEW

This Agreement may be renewed for a one (1) year period upon mutual agreement of the parties. The TOWN agrees to furnish BSO notice of its intent to renew this Agreement no less than ninety (90) days prior to the expiration of this Agreement.

ARTICLE XVIII
TERMINATION

BSO does hereby acknowledge that TOWN is making this Agreement in reliance upon BSO's fulfillment of the obligations herein imposed for the full term contemplated herein. Accordingly, BSO does hereby acknowledge that the TOWN shall have the right of termination and the TOWN does hereby acknowledge that BSO shall have the right of termination as outlined in the sections below.

18.1 TOWN may terminate this Service Agreement at its discretion either with or without cause, by giving written notice thereof to BSO; provided, however, that such termination shall not be effective until the ninety-first (91) day after the receipt thereof by BSO.

18.2 In the event of termination by either party, the other party shall render such aid, coordination and cooperation as might be required for an expeditious and efficient termination of service.

18.3 Upon termination of this Agreement, the Town shall have no obligation to pay BSO beyond the date of termination, except for services rendered prior to the termination date.

ARTICLE XIX
TRANSITION

19.1 In the event of the termination or expiration hereof, BSO and TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from

BSO to a TOWN police department and to maintain during such period of transition the same high quality of police protection otherwise afforded to the residents of the TOWN pursuant to the terms hereof. In the event of such termination or expiration and in the further event that the TOWN is unable to provide the same level of police protection through its own police force at the time of such termination or expiration, the then pending term of this Agreement shall be deemed automatically extended for a period of ninety (90) days or until TOWN is capable of rendering such police service, whichever occurs sooner.

19.2 The remuneration's to be paid to BSO during the transition period shall be based upon the actual cost of providing such services during the transition period, but shall not exceed the pro rata cost of the most recent Agreement.

ARTICLE XX **EQUIPMENT APPRAISAL AND TRANSFER PROVISION**

20.1 BSO will provide Southwest Ranches, no later than **October 1, 2000**, with a list of all equipment, including patrol cars, assigned to the Southwest Ranches District, and provide updated lists on an annual basis. The list will contain a fair market value for each item. Southwest Ranches will have the option to purchase any or all items on the list upon the termination of this Contract. Southwest Ranches must exercise this option by delivery of written notice to BSO no later than ninety (90) calendar days before the expiration of any term of this Contract. The purchase price will be the then current depreciated value of the item. Depreciation will be based on a five-year, straight-line schedule.

20.2 If Southwest Ranches does not agree that the depreciated value of any item is reasonable, it shall so inform BSO in writing and provide a written signed appraisal prepared by a competent appraiser. This notice must be delivered contemporaneously with Southwest Ranches's notice of exercise of its purchase option. If BSO does not agree with the appraised figure, it shall so inform Southwest Ranches in writing and provide a written signed appraisal prepared by a competent appraiser. This notice must be provided no later than thirty (30) days after receipt of Southwest Ranches's notice of objection to the depreciated price. If Southwest Ranches does not agree with BSO's appraisal, and the parties cannot agree upon a purchase price, Southwest Ranches must give BSO written notice of this fact no later than ten (10) days after receipt of BSO's appraisal. The parties shall then select a third appraiser, whose opinion shall be final. The parties will pay an equal share of the fees of the third appraiser.

20.3 Upon the exercise by the TOWN of its option to possess the subject equipment, BSO shall convey all of its rights, title and interest, thereto, including police vehicles, to the TOWN by Bill of Sale Absolute or Certificate of Title, as applicable.

ARTICLE XXI
AUTHORITY TO EXECUTE; NO CONFLICT CREATED; PREVAILING PARTY

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

21.1.1 His making and execution hereof shall create a legal obligation upon the Sheriff's Office of Broward County, Florida, which shall be legally binding upon the Sheriff's Office of Broward County;

21.1.2 The same shall be enforceable by the TOWN according and to the extent of the provision hereof.

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

21.3 The Town Administrator, Mayor and Town Clerk, by their respective executions hereof, do each represent to BSO that they, collectively, have full power and authority to make and execute this Service Agreement on behalf of the Town of Southwest Ranches, pursuant to the Resolution of the Town Council of the TOWN.

21.4 Nothing herein contained is in any way contrary to or in contravention of the Charter of the Town of Southwest Ranches and the laws of the State of Florida.

21.5 If any litigation arises out of this agreement (including appellate proceedings), the prevailing party is entitled to recover its Attorney fee's and costs.

ARTICLE XXII
NOTICE

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

22.1 TOWN: Jim Ward, Acting Town Administrator
Town of Southwest Ranches
210 North University Drive
Suite 301
Coral Springs, Florida 33071

and Gary Poliakoff, J.D., Town Attorney
Becker & Poliakoff, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

22.2 BSO: Sheriff of Broward County
Broward County Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

Department of Legal Affairs
Broward County Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

ARTICLE XXIII
NON-ASSIGNABILITY

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

ARTICLE XXIV
ENTIRE AGREEMENT; AMENDMENT

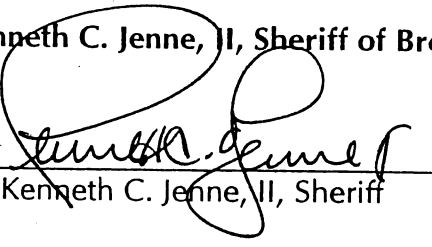
The parties acknowledge one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement is executed.

ARTICLE XXV
BINDING EFFECT

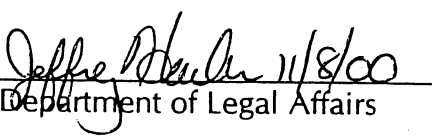
This Agreement shall inure to the benefit of and be binding upon the respective parties' successors.

Agreed to and Accepted on September 21, 2000.


Kenneth C. Jenne, II, Sheriff of Broward County

By: 
Kenneth C. Jenne, II, Sheriff

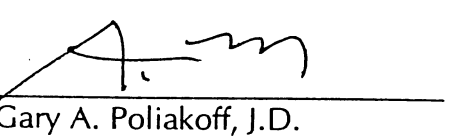
Approved for legal sufficiency for the Broward County Sheriff's Office

By: 
Department of Legal Affairs

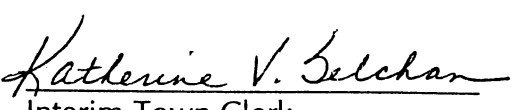
Town of Southwest Ranches

By: 
Mecca Fink, Mayor

Approved for legal form and correctness for the Town of Southwest Ranches

By: 
Gary A. Poliakoff, J.D.
Town Attorney

ATTEST:


Interim Town Clerk

AMENDMENT
TO THE AGREEMENT
BY AND BETWEEN
KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY, FLORIDA
AND
THE TOWN OF SOUTHWEST RANCHES
FOR
POLICE SERVICES

THIS AMENDMENT to the agreement by and between Kenneth C. Jenne, II, Sheriff of Broward County, Florida (hereinafter referred to as "SHERIFF") and the Town of Southwest Ranches, a municipal corporation organized as existing under the laws of the State of Florida (hereinafter referred to as "TOWN") is made and entered this _____ day of _____, 2001.

WITNESSETH:

WHEREAS, on or about September 21, 2000, SHERIFF and TOWN entered into an agreement for Police Services; and

WHEREAS, the parties are desirous of modifying the agreement.

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

1. The following provision shall be added to Paragraph 1.2.1:

Notwithstanding the aforesaid, there shall be at all times, twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days each year, at a minimum one (1) uniformed Deputy Sheriff in a marked SHERIFF's vehicle patrolling the TOWN.

2. The following provision shall be added in Paragraph 14.2:

SHERIFF shall indemnify, defend and hold TOWN, its officials, agents, servants and employees, harmless from claims of any nature arising out of unlawful or actionable employment and labor practices brought by SHERIFF's employees including, but not limited to, claims under the Florida and Federal Civil Rights Act, Age Discrimination in Employment, Americans with Disabilities Act and Federal Wage and Hours Laws.

3. Except as modified herein, all remaining terms and conditions of the agreement shall remain in full force and effect.

AMENDMENT BY AND BETWEEN KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY, FLORIDA AND THE TOWN OF SOUTHWEST RANCHES FOR POLICE SERVICES

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

KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY

Kenneth C. Jenne, II, Sheriff

Date: _____

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

Department of Legal Affairs

Date: _____

TOWN OF SOUTHWEST RANCHES

Mecca Fink, Mayor

Date: _____

Approved for legal form and sufficiency for the Town of Southwest Ranches

Gary A. Poliakoff, J.D.
Town Attorney

Date: _____

ATTEST:

Town Clerk

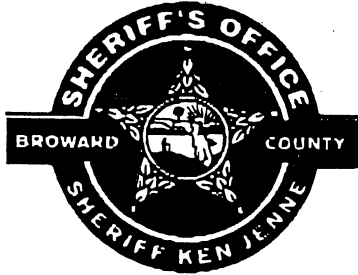
Date: _____

H:\contract\swranches-amendment

Town Administrator

John Canada

Date:



Broward County Sheriff's Office
 2601 W. Broward Blvd.
 Ft. Lauderdale, FL 33312
 (954) 831-8920

**Department of
 Legal Affairs**

TRANSMITTAL FORM

TELECOPY TO: NAME: Gary A. Poliakoff, Esq.
AGENCY: Becker & Poliakoff, P. A.
TELEPHONE NO.: **FAX NO.:** 985-4176

TELECOPY FROM: NAME: Jeff Hessler
 Senior Legal Counsel
AGENCY: Dept. of Legal Affairs
TELEPHONE NO: 831-8923 **FAX NO.:** 797-0937

DATE: 01/19/01 **TIME:** **NO. OF PAGES:** 3
 (Including cover page)

SUBJECT: Amendment to the Agreement between BSO and Town of Southwest Ranches

NOTE: Please find attached the above-referenced amendment for your review.

The information contained in this facsimile message is privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone, and return the original message to us at the above address via the United States Postal Service. Thank you.

BECKER & POLIAKOFF, P.A.

Administrative Office: 3111 Stirling Road
 Ft. Lauderdale, Florida 33312-6525

Mailing Address: P.O. Box 9057
 Ft. Lauderdale, Florida 33310-9057

Phone: (954) 987-7550 Fax: (954) 985-4176
 Toll Free: (800) 432-7712
 Internet: www.becker-poliakoff.com
 Email: bp@becker-poliakoff.com

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- Miami
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- Prague, Czech Republic
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BECKER & POLIAKOFF, P.A.

Reply To:

Gary A. Poliakoff, J.D.
 (954) 985-4150
 gpoliakoff@becker-poliakoff.com

954-321-4599
 December 14, 2000

Major David J. Carry
 Broward County Sheriff's Office
 2601 W. Broward Blvd.
 Ft. Lauderdale, FL 33312

RE: Agreement by and Between Kenneth C. Jenne II, Sheriff of Broward County, Florida and the Town of Southwest Ranches

Dear Major Carry:

As Town Attorney for the Town of Southwest Ranches, I have reviewed the proposed Agreement, wherein Kenneth C. Jenne, II, as Sheriff of Broward County, will provide police services for the Town. While I find the Agreement does memorialize the terms agreed to, there are a couple of items which do require slight modification. They are:

1. **Paragraph 1.2.1:**

A prime consideration for contracting with the Broward Sheriff's office was the assurance that there will be **at all times** a minimum of one (1) uniformed officer in a patrol car patrolling the Town. Accordingly, while the Town appreciates the need for the Sheriff to determine patrol staffing levels, the Agreement must be modified to provide as follows:

Notwithstanding the aforesaid, there shall be at all times, 24 hours a day, seven days a week, three hundred and sixty five (365) days each year, at a minimum one (1) uniformed police officer in a marked Sheriff's office vehicle patrolling the Town of Southwest Ranches.

2. **Paragraph 1.5.** Said paragraph provides for "one uniformed Deputy Sheriff" to attend each regular and special Town Council meeting. As a general statement that commitment is acceptable. However, in the near term, the Town must utilize the only facility within the Town adequate for Town Council meetings, namely, the Montessori School. Under terms of the lease between the Town and the Apple Montessori School, the Town is obligated

Major David J. Carry
Broward County Sheriff's Office
December 14, 2000
Page 2

to provide a uniformed officer in the School's parking lot during Town Council meetings to act as a deterrent against crime outside the meeting, and/or vandalism of School property. Accordingly, I would request that the following language be added at the end of the paragraph:

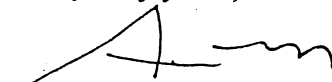
In addition to the uniformed Deputy Sheriff assigned inside the Town Council meeting, for so long as the Town meets at the Montessori School, an additional uniformed officer shall be stationed in the School parking lot during Town Council meetings.

3. **Paragraph 14.2:** The following language should be added:

Broward Sheriff's Office shall indemnify, defend and hold Town, its officials, agents, servants and employees, harmless from claims of any nature arising out of unlawful or actionable employment and labor practices including, but not limited to, claims under the Florida and Federal Civil Rights Act, Age Discrimination in Employment, Americans with Disabilities Act and Federal Wage and Hours Laws.

Please forward to my attention for signature the revised Agreements. Thanking you in advance for your assistance with this matter.

Very truly yours,



GARY A. POLIAKOFF, J.D.

GAP/ae

cc: Jeff Hessler, Esq. *931-9923*
Jim Ward, Acting Town Administrator
Mayor Fink
Members of Town Council

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