

**RESOLUTION NO. 2018 - 052**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH THOMAS M. SQUARINI SERVICES, LLC FOR POLICE CIVILIAN COORDINATOR SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on June 8, 2017, pursuant to Resolution No. 2017-046, the Town of Davie ("Davie") and The Town of Southwest Ranches ("TOWN") entered into an Agreement to provide for the delivery of emergency medical, fire protection, fire & life safety, fire prevention, and police services; and

**WHEREAS**, on April 12, 2018, pursuant to Resolution No. 2018-048, the TOWN amended the Agreement to eliminate Davie's requirement to provide one Community Service Aid (C.S.A.), and instead to allow the Town to directly hire one Police Civilian Coordinator (P.C.C.); and

**WHEREAS**, the Town Council has found that the need for administrative support for a Police Civilian Coordinator (P.C.C.) has exceeded the current need for the Community Service Aid (C.S.A.) duties and requirements; and

**WHEREAS**, in accordance with the terms of the Agreement, the TOWN has selected, and Davie has agreed to the selection of, the Town's currently assigned C.S.A., Thomas M. Squarini, to serve as the Town's new P.C.C., as an independent contractor through his company TSS;

**WHEREAS**, TSS and the TOWN desire to enter into an Agreement for the provision of Police Civilian Coordinator Services;

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

**SECTION 1. ADOPTION OF RECITALS.** The foregoing recitals are true and correct, and are incorporated herein by reference.

**SECTION 2.** The Town Council hereby approves the Agreement, attached hereto as Exhibit "A", between the Town of Southwest Ranches and Thomas M. Squarini Services, LLC for Police Civilian Coordinator Services.


**SECTION 3.** The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into an agreement in substantially the same form as that attached


hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall be effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, this 26<sup>th</sup> day of April 2018, on a motion by C/m Breithaupt, seconded by C/m Jablonski.

McKay	<u>Yes</u>	Ayes	<u>4</u>
Fisikelli	<u>Yes</u>	Nays	<u>0</u>
Breitkreuz	<u>Yes</u>	Absent	<u>1</u>
Jablonski	<u>Yes</u>	Abstaining	<u>0</u>
Schroeder	<u>Absent</u>		

ATTEST:   
Doug McKay, Mayor  
 Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to legal Form and Correctness  
  
 Keith M. Poliakoff, Esq., Town Attorney

114849013.1

AGREEMENT

BETWEEN

THOMAS M. SQUARINI SERVICES, LLC

And

TOWN OF SOUTHWEST RANCHES

Providing for

POLICE CIVILIAN COORDINATOR SERVICES

This Agreement is made by and between Thomas M. Squarini Services, LLC, a Florida Limited Liability Company (hereinafter referred to as "TSS"), and the TOWN OF SOUTHWEST RANCHES, a municipal corporation of the State of Florida (hereinafter referred to as "TOWN").

WHEREAS, on June 8, 2017, pursuant to Resolution No. 2017-046, the Town of Davie ("Davie") and The Town of Southwest Ranches ("TOWN") entered into an Agreement to provide for the delivery of emergency medical, fire protection, fire & life safety, fire prevention, and police services; and

WHEREAS, on April 12, 2018, pursuant to Resolution No. 2018-048, the TOWN amended the Agreement to eliminate Davie's requirement to provide one Community Service Aid (C.S.A.), and instead to allow the Town to directly hire one Police Civilian Coordinator (P.C.C.); and

WHEREAS, the Town Council has found that the need for administrative support for a Police Civilian Coordinator (P.C.C.) has exceeded the current need for the Community Service Aid (C.S.A.) duties and requirements; and

WHEREAS, in accordance with the terms of the Agreement, the TOWN has selected, and Davie has agreed to the selection of, the Town's currently assigned C.S.A., Thomas M. Squarini, to serve as the Town's new P.C.C., as an independent contractor through his company TSS;

WHEREAS, TSS and the TOWN desire to enter into an Agreement for the provision of Police Civilian Coordinator Services by TSS under the terms and conditions set forth hereinafter;

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, TSS and TOWN do hereby agree as follows:

ARTICLE I  
BACKGROUND, PURPOSE AND INTENT

- 1.1 The above recitals are true and correct and incorporated herein as if set forth in full hereunder.
- 1.2 It is the purpose and intent of this Agreement for TSS to provide Police Civilian Coordinator Services.
- 1.3 The TOWN and TSS find that the method of delivery of Police Civilian Coordinator Services set forth in this Agreement is in the best interest of the public and can be best accomplished through coordination of the provisions of such services as set forth herein.

ARTICLE 2  
SCOPE OF SERVICES

- 2.1 TSS agrees to provide Police Civilian Coordinator Services pursuant to Exhibit "A" attached (hereinafter referred to as "Scope of Services", "Services", or "Work").
- 2.2 TOWN hereby appoints TSS for Police Civilian Coordinator Services and authorizes it to perform the required duties, as requested by the TOWN pursuant to Exhibit "A" attached hereto and made a part thereof.
- 2.3 TSS shall provide one P.C.C. to service the TOWN for a minimum total of forty (40) hours per week.
- 2.4 As it relates to this Agreement, TSS designates Thomas M. Squarini as its P.C.C. TSS may not remove Mr. Squarini as the TOWN'S P.C.C. without the consent of the TOWN and Davie.
- 2.5 TSS shall be available upon request for staff support services and shall be available to attend meetings of the Town Council or its boards as directed by the Town Administrator.
- 2.6 TSS shall dress in a professional manner in a uniform paid for by TSS, but approved by the Town Administrator, which shall clearly identify TSS as the TOWN'S P.C.C.

- 2.7 TSS shall maintain daily office hours within Town Hall. Unless extended, reduced, or modified in writing by the Town Administrator, the office hours shall be between 8:30 a.m. to 5:00 p.m. Monday through Friday, excluding Town designated holidays.
- 2.8 Upon prior written approval by the Town Administrator, TSS may allow Thomas M. Squarini to take ten (10) personal days off each year. During those days this position may be left unfilled. If the position is left unfilled for more than ten (10) days each year, the compensation set forth in Article 4 below shall be prorated accordingly.

ARTICLE 3  
TERM OF AGREEMENT

- 3.1 This Agreement shall become effective on June 1, 2018 (the Effective Date), and shall continue in full force and effect for sixty (60) months, with extensions to be approved by the TOWN and TSS, unless earlier terminated in accordance with paragraph 3.2 hereof.
- 3.2 Notwithstanding any other provision of this Agreement, this Agreement is terminable at will by either party, with or without cause. Notice of termination shall be provided in accordance with the "NOTICE" section of this Agreement. Either party may terminate this Agreement upon providing sixty (60) days written notice. In the event that this Agreement is terminated, TSS shall solely be paid for any Work performed up to the date of termination and TSS shall not be entitled to any additional compensation, of any kind or in any amount, from TOWN as a result of being terminated. TSS specifically waives any and all rights to seek any additional sums or damages from TOWN due to being terminated other than TSS' sole right to be paid for any Work performed up to the date this Agreement is terminated. Upon termination, TSS shall immediately refrain from performing further Work for the TOWN or incurring additional expenses.
- 3.3 In the event of termination or expiration of this Agreement, TSS and TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from TSS to such other person or entity designated by the TOWN, who will assume Police Civilian Coordinator Services, including the transfers to the TOWN of all files and records in possession of TSS which relate to the TOWN.

ARTICLE 4  
COMPENSATION

- 4.1 TSS shall provide Police Civilian Coordinator Services, as described in Exhibit "A", to the TOWN for an Annual Fee of Fifty Thousand Dollars (\$50,000), which shall be paid in monthly installments in the amount of Four Thousand One Hundred and Sixty Six Dollars and Sixty Six Cents (\$4,166.66).
- 4.2 TSS shall submit an invoice for its work performed by the tenth day of each month. TOWN and TSS agree that payment will be provided within ten (10) business days of the Town's receipt and approval of an invoice in an acceptable form. Payment may be withheld for failure of TSS to comply, in whole or in part, with any term, condition, or requirement of this Agreement.
- 4.3 Any monies which are the subject of a dispute regarding this Agreement and which are not paid when claimed to be due, shall not be subject to interest.
- 4.4 TOWN and TSS agree that the cost of miscellaneous supplies associated with the operational and procedural requirements of performing Police Civilian Coordinator Services for the TOWN shall be included in the Annual Fee and shall not be billed separately to the TOWN. Such items include, but are not limited to, vehicle(s), uniforms, office supplies, computer equipment, and the like.
- 4.5 TOWN agrees to provide TSS, with an identification card, business card, and P.C.C. badge and, as needed, TSS may share Davie's office space, which contains an office phone for local telephone call, a dedicated phone line, office desk, Davie's computer system, and use of office equipment, postage, copies, informational handouts, and any long distance phone calls concerning TSS' investigations or notifications.

ARTICLE 5  
INDEMNIFICATION, LIABILITY & INSURANCE

- 5.1 To the fullest extent permitted by law TSS shall indemnify, and hold harmless the TOWN and the TOWN'S officers, agents, and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and costs at all tribunal levels, including but not limited to, the trial level and all appeals, to the extent caused by the malfeasance, negligence, recklessness, or wrongful misconduct of TSS and persons employed or utilized by TSS in the performance of the Work pursuant to this Agreement. TOWN and TSS agree

that 1% of the compensation due to TSS from TOWN pursuant to this Agreement is offered and accepted as sufficient separate consideration for TSS'S agreement to indemnify TOWN and TOWN'S officers and employees as provided for in this paragraph. This specific consideration for TSS'S agreement to indemnify is already incorporated in the rate agreed to between TOWN and TSS. TSS agrees to be fully responsible for acts and omissions of their respective agents or employees. Nothing herein is intended to serve as a waiver of sovereign immunity by the TOWN to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter, whether arising out of this Agreement or any other contract.

- 5.2 Without limiting any of the other obligations or liabilities of TSS, TSS shall provide, pay for, and maintain in force all insurance specified herein. The TOWN shall be named as an additional insured of all the insurance policies to be acquired by TSS for the Work provided by TSS pursuant to this Agreement and shall also be identified as the certificate holder on all certificates of insurance. The insurance required by this Agreement shall be written by a company licensed in Florida and the company must reasonably be acceptable to the TOWN. The insurance required by this Section shall also cover all Work performed by TSS'S employees, independent contractors, subcontractors and/or subconsultants pursuant to this Agreement. This insurance shall be primary and other insurance of the TOWN shall not be contributory. The insurance coverages to be acquired and maintained by TSS are as follows:
- 5.3 Workers' Compensation Insurance, if required, to apply to employees in compliance with the "Worker's Compensation Law" of the State of Florida; and
- 5.4 Comprehensive General Liability Insurance: TSS to provide comprehensive general liability insurance with minimum limit of coverage of Five Hundred Thousand (\$500,000) Dollars per occurrence. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include coverage for:
- (a) Premises and/or Operations;
  - (b) Independent Contractors;
  - (c) Broad Form Property;
  - (d) Contractual;
  - (e) Personal injury; and

- (f) Products/Completed.
- 5.5 Automobile Liability Insurance, TSS to provide automobile liability insurance to cover any auto with a limit of coverage of at least Two Hundred and Fifty Thousand (\$250,000) Dollars per occurrence.
- 5.6 TSS shall provide to TOWN a certificate of Insurance and a copy of required insurance policies as required by this Section. All certificates and endorsements required herein shall state that TOWN shall be given thirty (30) days' notice prior to expiration or cancellation of said policy.
- 5.7 If the initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished at least thirty (30) days prior to the date of their expiration.

**ARTICLE 6**  
**RELATIONSHIP**

- 6.1 TSS shall perform all of the Work enumerated in this Agreement solely as an independent contractor, and not as an employee of the TOWN. TSS shall be responsible for directing its efforts to the manner and means of accomplishing the Work to be performed hereunder by TSS.
- 6.2 Neither TSS nor TOWN intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

**ARTICLE 7**  
**AUDIT RIGHT AND RETENTION OF RECORDS**

- 7.1 TOWN shall have the right to audit the books, records, computer records, electronic stored data, and accounts of TSS that are related to this Agreement. TSS shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. TSS shall preserve and make available, at reasonable times for examination and audit by TOWN, all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes) if applicable, or, if



the Florida Public Records Act is not applicable, of a minimum period of five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of five (5) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to TSS's records, TSS shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirements of either federal or state law shall be violated by TSS. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry.

ARTICLE 8  
REPORTS

- 8.1 On Friday of each week TSS shall provide the Town Administrator, the Town Attorney, the Town Council, and the Town Clerk with a report delineating the week's activity. Said report shall be provided to the TOWN through an electronic medium, in a form and format acceptable by the Town Administrator.

ARTICLE 9  
SUBCONTRACTING

- 9.1 All substantive work to be performed pursuant to the terms of this Agreement shall be performed by TSS. No work shall be subcontracted to other parties, firms, or individuals by TSS.

ARTICLE 10  
OWNERSHIP RIGHTS

- 10.1 TSS agrees that all documents, programs, work product and documentation (hereinafter referred to as "Documentation") prepared by TSS pursuant to this Agreement shall be the property of TOWN, and TSS hereby assigns all of that Documentation to TOWN.

ARTICLE 11  
NONDISCRIMINATION

- 11.1 TSS shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. TSS shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services,

including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, TSS shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

- 11.2 TSS's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin.

ARTICLE 12  
ENTIRE AGREEMENT

- 12.1 This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the entire understanding and agreement between the parties and supersedes previous Agreements and representations whether written or oral.

ARTICLE 13  
CONSTRUCTION

- 13.1 This Agreement has been a joint effort of the parties, and the resulting documents, solely as a matter of judicial construction, shall not be construed more severely against one of the parties than the other.

ARTICLE 14  
FURTHER ASSURANCES

- 14.1 TOWN and TSS agree to execute, acknowledge, and deliver, and cause to be done, executed, acknowledged, and delivered, all such further documents and perform such acts as shall be requested of it to carry out this Agreement and give effect hereto solely consistent with applicable Federal, State and local laws, rules or regulations. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

ARTICLE 15  
COUNTERPARTS

- 15.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute the same Agreement.

ARTICLE 16  
NO AMENDMENT OR WAIVER

- 16.1 This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement, prior to the initiation of any Work reflecting such change.

ARTICLE 17  
SEVERABILITY

- 17.1 In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed to be in full force and effect. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

ARTICLE 18  
PROFESSIONAL ASSURANCES

- 18.1 TSS shall perform all services under this Agreement in accordance with the highest standard of care used by similar professional code enforcement officers in Broward County, Florida, under similar circumstances and shall exercise a reasonable degree of skill and care, as determined by the degree of skill and care ordinarily employed by others of the same profession.

ARTICLE 19  
NOTICE

19.1 Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present the parties designate the following as the respective places for giving of notice:

For TOWN:

Town of Southwest Ranches  
Andrew Berns, Town Administrator  
13400 Griffin Road  
Southwest Ranches, FL 33330

And

Keith M. Poliakoff, Esq.  
Saul Ewing Arnsstein & Lehr, LLP  
200 East Las Olas Boulevard  
Suite 1000  
Ft. Lauderdale, FL 33301

For TSS:

Thomas M. Squarini Services, LLC  
Attn: Thomas M. Squarini, Manager  
14820 Archer Hall Street  
Davie, FL 33331

ARTICLE 20  
RESOLUTION OF DISPUTES

- 20.1 To prevent litigation, it is agreed by the parties hereto that TOWN Administrator shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Agreement and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed, to be done or furnished under or, by reason of, the Agreement. The Town Administrator's decision shall be reduced to writing and a copy furnished to TSS within a reasonable time following submission to the TOWN of the question, claim, difficulty or dispute as referenced above. The TOWN Administrator's decision shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by competent evidence.
- 20.2 To further prevent litigation, the parties shall endeavor to resolve any and all claims arising from this Contract by mediation. A request for mediation shall be filed, in writing, with the other party to the Contract. To the extent litigation is permitted under this Contract, the request shall be made prior to the filing of a legal or equitable proceeding, which shall not be filed prior to the outcome of mediation which will be completed within sixty (60) consecutive calendar days from the date a request for mediation is submitted to the other party unless the parties agree to an extension. The statute of limitations of any claim shall be tolled from the date mediation is requested until completed. To the extent the parties cannot mutually select a mediator, within fifteen (15) consecutive calendar days, from the date a request for mediation has been submitted, either party can request the American Arbitration Association to appoint a mediator with experience to serve as mediator. The mediator selected to serve shall be certified by the Florida Supreme Court. The mediation shall be conducted in Broward County, Florida.

ARTICLE 21  
APPLICABLE LAW & VENUE; WAIVER OF JURY TRIAL

- 21.1 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the exclusive jurisdiction and venue of an appropriate Court of competent jurisdiction in the Seventeenth Judicial Circuit of Broward County, Florida.

**BY ENTERING INTO THIS AGREEMENT, TSS AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.**

ARTICLE 22  
ENFORCEMENT; ATTORNEY'S FEES

- 22.1 The TOWN and TSS are the beneficiaries of this Agreement and as such, may enforce this Agreement by action at law or in equity. In the event of any litigation between the TOWN and TSS resulting from and/or arising out of this Agreement, it is hereby acknowledged and agreed that the prevailing party shall be entitled to recover any and all reasonable attorney's fees and costs from the non-prevailing party in any such litigation, including attorney's fees and costs incurred at the trial level and on appeal.

ARTICLE 23  
REPRESENTATION OF AUTHORITY

- 23.1 The individuals executing this Agreement on behalf of any entity do hereby represent and warrant that they are, on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of their principal.

ARTICLE 24  
SURVIVABILITY

- 24.1 ARTICLE 5 of this Agreement entitled "INDEMNIFICATION, LIABILITY & INSURANCE"; ARTICLE 7 of this Agreement entitled "AUDIT RIGHT AND RETENTION OF RECORDS"; ARTICLE 10 of this Agreement entitled "OWNERSHIP RIGHTS"; ARTICLE 14 of this Agreement entitled "FURTHER ASSURANCES"; ARTICLE 20 of this Agreement entitled "RESOLUTION OF DISPUTES"; ARTICLE 21 of this Agreement entitled "APPLICABLE LAW & VENUE; WAIVER OF JURY TRIAL"; and ARTICLE 22 of this Agreement entitled "ENFORCEMENT; ATTORNEY'S FEES" shall survive the termination, cancellation, or expiration of this Agreement for any reason whatsoever.

ARTICLE 25  
COMPLIANCE WITH LAWS

- 25.1 TSS shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

ARTICLE 26  
MISCELLANEOUS

- 26.1 Performance: TSS represents that all persons performing the services required under this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a skillful and respectable manner.
- 26.2 Materiality and Waiver of Breach: TSS and TOWN agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- 26.3 Conflicts: Neither party nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise of judgment related to its performance under this Agreement.

The parties agree that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against the other in any legal or administrative proceeding related to performance under this Agreement in which he or she is not a party, unless compelled by court process. Further, the parties agree that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the other party or in connection with any such pending or threatened legal or administrative proceeding related to the performance under this Agreement. The limitations of this section shall not preclude either party or any other persons from representing themselves in any

action or in any administrative or legal proceeding related to the performance under this Agreement.

- 26.4 Public Records: The TOWN is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. TSS acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that TSS has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement, Volunteer shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

TSS agrees to keep and maintain public records required by the Town to perform the service in TSS' possession or control in connection with TSS' performance under this Agreement, and upon the request from the TOWN's custodian of public records, to provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. TSS shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the TSS does not transfer the records to the TOWN.


Upon completion of the Agreement, TSS agrees, at no cost to TOWN, to transfer to the TOWN all public records in possession of the TSS or keep and maintain public records required by the TOWN to perform the service. If TSS transfers all public records to the TOWN upon completion of the Agreement, TSS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If TSS keeps and maintains public records upon completion of the Agreement, TSS shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology system of the TOWN.



TSS's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Agreement by the TOWN.

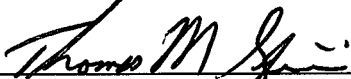
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: Thomas M. Squarini Services, LLC through its Manager Thomas M. Squarini, authorized to execute same, and TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 26<sup>th</sup> day of April, 2018.

WITNESSES:

  
\_\_\_\_\_

  
\_\_\_\_\_

TSS, INC.

By:   
\_\_\_\_\_ Thomas M. Squarini, Manager

26th day of April, 2018

## **EXHIBIT "A"**

### **POLICE CIVILIAN COORDINATOR SERVICES**

- Handle walk-in police related issues
- Draft police reports & answers basic law enforcement questions
- Serve as a liaison between the residents and the Town of Davie Police Department
- Provide weekly reports to the Town
- Fingerprint services
- Pull and print Town police reports
- Assist Town at Board and Council Meetings, as needed
- Coordinate Davie Police attendance at Council and Code Enforcement meetings
- Operate Davie Police radio to transmit and to receive messages
- Route non-emergency calls for service placed to Town Hall
- Operate Davie Police computer system, copiers, and other office equipment
- Access criminal database and Department of Motor Vehicle Records
- VIN identification
- Respond to resident calls within twenty-four (24) business hours
- Issue Parking Tickets when requested
- Other duties that may be assigned by the TOWN from time to time

WITNESSES:

  
\_\_\_\_\_

Danielle Caban

TOWN OF SOUTHWEST RANCHES

By:   
\_\_\_\_\_

Doug McKay, Mayor

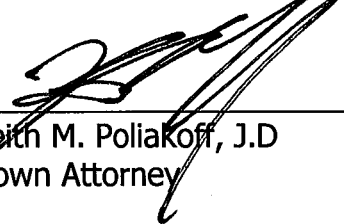
26th day of April, 2018

ATTEST:

  
\_\_\_\_\_

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM:

By:   
\_\_\_\_\_

Keith M. Poliakoff, J.D  
Town Attorney

114848882.1