



City of Lauderdale Lakes
Office of the City Clerk
4300 Northwest 36 Street - Lauderdale Lakes, Florida 33319-5599
(954) 535-2705 - Fax (954) 535-0573

CITY COMMISSION WORKSHOP AGENDA
City Commission Chambers
November 10, 2025
4:00 PM

Please join the meeting via Zoom
<https://us06web.zoom.us/j/87966866851>

Please join the meeting via telephone:
1 305 224 1968 or 1 646 931 3860
Meeting ID: 879 6686 6851

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1. **CALL TO ORDER**
 2. **ROLL CALL**
 3. **DISCUSSION**

REVIEW OF THE NOVEMBER 10, 2025 SPECIAL CITY COMMISSION MEETING AGENDA

4. **DISCUSSION OF PROPOSED ORDINANCE(S)**
5. **ADDITIONAL WORKSHOP ITEMS**

- A. PRESENTATION REGARDING WOMEN OF VETERAN AFFAIRS (WOVA) CHRISTMAS TOY GIVEAWAY ON DECEMBER 20, 2025 (4:30 P.M. TIME CERTAIN)
This is a presentation regarding the Women of Veteran Affairs (WOVA) Christmas event.
- B. DISCUSSION REGARDING BROWARD SHERIFF'S OFFICE (BSO) CONTRACT FOR POLICE AND FIRE SERVICES (5:30 P.M. TIME CERTAIN)
This is a discussion regarding Broward Sheriff's Office contract for Police and Fire Services.
- C. DISCUSSION REGARDING SUPPORTING THE MARKETING CAMPAIGN OF THE NEWLY ESTABLISHED CHAMBER OF COMMERCE COMMITTEE AND AN UPDATE ON THE OUTCOMES OF THE INAUGURAL CHAMBER BREAKFAST HELD ON SEPTEMBER 25, 2025 (6:00 P.M. TIME CERTAIN)
This is a discussion regarding a request for financial and/or in-kind support from the City Commission in moving forward with the plans set by the newly formed Lauderdale Lakes Chamber of Commerce.
- D. PRESENTATION - EARLY LEARNING COALITION OF BROWARD COUNTY UPDATE (6:30 P.M. TIME CERTAIN)
This is a presentation by the Early Learning Coalition of Broward County.
- E. DISCUSSION REGARDING RESTAURANT REGULATIONS PERTAINING TO MUSIC (SPONSORED BY VICE MAYOR CAUSWELL)
This is a discussion regarding restaurant regulations pertaining to music.

- F.** DISCUSSION REGARDING HOMEBUYER AND SELLER SEMINAR IN PARTNERSHIP WITH THE KEYS COMPANY AS A COMMISSIONER INITIATIVE (SPONSORED BY COMMISSIONER HARRISON)

This is a discussion regarding a Homebuyer and Seller Seminar in partnership with The Keys Company as part of the Commissioner's community outreach initiative.

- G.** DISCUSSION REGARDING LAUDERDALE LAKES QUARTERLY JOBS & CAREER FAIR AS A COMMISSIONER INITIATIVE (SPONSORED BY COMMISSIONER HARRISON)

This is a discussion regarding Lauderdale Lakes Quarterly Jobs & Career Fair as a commissioner initiative.

- H.** DISCUSSION REGARDING COMMISSION CONNECT TOUR AS A COMMISSIONER INITIATIVE (SPONSORED BY COMMISSIONER HARRISON)

This is a discussion regarding the Commission Connect Tour as a commissioner initiative.

- I.** DISCUSSION REGARDING THE ORGANIZATIONAL MEETING

This is a discussion regarding the leadership positions for 2025-2026.

- J.** DISCUSSION REGARDING THE CITY OF LAUDERDALE LAKES PIGGYBACK CONTRACT BETWEEN THE CITY OF TAMARAC AND WATERFIELD FLORIDA STAFFING FOR SCHOOL CROSSING GUARD SERVICES, EXTENDING SERVICES FROM SEPTEMBER 30, 2025 TO DECEMBER 31, 2025

This is a discussion regarding the City of Lauderdale Lakes piggyback contract between the City of Tamarac and Waterfield Florida Staffing for School Crossing Guard services, extending services from September 30, 2025 to December 31, 2025.

- K.** DISCUSSION REGARDING RESOLUTION 2025-100 APPROVING AND AUTHORIZING THE ESTABLISHMENT OF A LIMITED-TIME AMNESTY PROGRAM FOR REDUCTION OF QUALIFYING CODE ENFORCEMENT LIENS

This is a discussion regarding a resolution to approve and authorize a Code Enforcement Lien Amnesty Program to address outstanding code enforcement liens.

- L.** DISCUSSION REGARDING RESOLUTION 2025-101 APPROVING AND AUTHORIZING THE ESTABLISHMENT OF A COMPREHENSIVE LIEN REDUCTION PROGRAM TO ADDRESS CODE ENFORCEMENT LIENS THROUGH STRUCTURED REVIEW PATHWAYS

This is a discussion regarding a resolution to approve and authorize a Code Enforcement Lien Reduction Program to address code enforcement liens.

- M.** DISCUSSION REGARDING AN ORDINANCE APPROVING APPLICATION 04-TA-25 AND ADOPTING THE 2050 LAUDERDALE LAKES COMPREHENSIVE PLAN AND ADOPTING THE 2024 EVALUATION AND APPRAISAL REPORT FOR THE COMPREHENSIVE PLAN

This is a discussion regarding an Ordinance approving application 04-TA-25 and adopting the 2050 Lauderdale Lakes Comprehensive Plan and adopting the 2024 Evaluation and Appraisal Report for the Comprehensive Plan.

- N.** DISCUSSION REGARDING THE RENAMING OF THE CITY'S MULTIPURPOSE BUILDING TO THE HAZELLE P. ROGERS MULTIPURPOSE BUILDING AND EVENT (SPONSORED BY VICE MAYOR CAUSWELL)

This is a discussion regarding the renaming of the City's Multipurpose Building to the Hazelle P. Rogers Multipurpose Building and event.

6. REPORTS

- A.** PETITIONS FROM THE PUBLIC

Bessie Dennis – Home Improvement program

Church of Atonement - Bounce House for event update

FUTURE MEETINGS:

The next scheduled City Commission Workshop will take place November 24, 2025 at 5 p.m.

The next scheduled City Commission Meeting will take place on November 25, 2025 at 7 p.m.

PLEASE TURN OFF ALL CELL PHONES DURING THE MEETING

If a person decides to appeal any decision made by the Board, Agency, or Commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (FS 286.0105)

Any person requiring auxiliary aids and services at this meeting may contact the City Clerk's Office at (954) 535-2705 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 or 1-800-955-8771.

Mayor Veronica Edwards Phillips - Vice Mayor Tycie Causwell

Commissioner Easton K. Harrison - Commissioner Karlene Maxwell-Williams - Commissioner Sharon Thomas

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

PRESENTATION REGARDING WOMEN OF VETERAN AFFAIRS (WOVA) CHRISTMAS TOY GIVEAWAY ON DECEMBER 20, 2025 (4:30 P.M. TIME CERTAIN)

Summary

This is a presentation regarding the Women of Veteran Affairs (WOVA) Christmas event.

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Commissioner Maxwell Williams, Mayor & City Commission

Meeting Date: 11/10/2025

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

Title

DISCUSSION REGARDING BROWARD SHERIFF'S OFFICE (BSO) CONTRACT FOR POLICE AND FIRE SERVICES (5:30 P.M. TIME CERTAIN)
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Summary

This is a discussion regarding Broward Sheriff's Office contract for Police and Fire Services.
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Staff Recommendation

Background:

The Broward Sheriff Office contract with the city for the provision of Police and Fire Services ended September 30th, 2025. A new contract is being proposed with preliminary cost for Fire at \$12,385,297 for fiscal year 2026 and Police at \$11,478,467.

Funding Source:

The contract for police services is funded through the General Fund, and the Fire services is divided between the General Fund and the Fire Services Fund.

Fiscal Impact:

Fiscal Year 2026 fiscal impact is \$23,863,764.

Sponsor Name/Department: Sharon Haynes, Financial Services Director, CPA, CPFO

Meeting Date: 11/10/2025

ATTACHMENTS:

Description	Type
❑ FY 26 BSO Consideration Police	Cover Memo
❑ FY26 BSO Consideration Fire	Cover Memo
❑ Exhibit C - Police	Cover Memo
❑ Exhibit C - Fire	Cover Memo
❑ Special Terms & Conditions Fire	Cover Memo
❑ Special Conditions- Police	Cover Memo
❑ Exhibit A- FIRE	Cover Memo
❑ EXHIBIT A - POLICE	Cover Memo

Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, FL 33312
954-831-8900
www.sheriff.org



May 1, 2025

Ms. Venice Howard, Acting City Manager
City of Lauderdale Lakes
4300 N.W. 36th Street
Lauderdale Lakes, Florida 33319

Dear Ms. Howard:

Please be advised the preliminary consideration for Fiscal Year 2026 is as follows:

Police Services

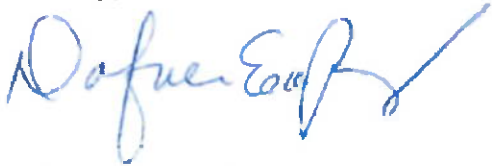
Total Personnel Expense	9,782,192	
Operating Expenditures	819,755	
Capital Outlay	447,135	
Transfers and Reserves	429,385	
Total Expenditure	11,478,467	(956,538.92 Monthly)

This consideration reflects the initial phase of proposed salary range adjustments based on BSO's Compensation Study.

This amount is subject to the final Adopted Budget as approved by the Broward County Board of County Commissioners, and to any additional contract amendments or negotiations that take place after this date.

Please contact me at (954) 831-8939 with any questions regarding this matter.

Sincerely,



Dafne E. Perez, Director
Office of Management and Budget

DEP:da

cc: Colonel Steve Robson, Department of Law Enforcement
Colonel Oscar Llerena, Executive Director, Department of Administration
Bobbi Williams, Director of Financial Services, City of Lauderdale Lakes

BROWARD SHERIFF'S OFFICE
1-Year Appropriation Detail for DLE Contract Cities
General Fund 001 Budget
Proposed Budget
23260 - Lauderdale Lakes

ACCOUNTS	2025/2026 Budget
512401 - Regular Salary	5,286,628
512407 - Cell Phone Supplement	1,200
512409 - Recruitment Initiative	0
514401 - Overtime	598,000
515401 - Special Pay	18,720
Personal Services	5,904,548
521401 - FICA Taxes	441,680
522401 - Retire/Regular	36,151
522402 - Retire/Special Risk	1,911,845
522405 - Retire/Drop Special Risk	35,244
523401 - Life/Health Insurance	970,926
523403 - OPEB	145,974
523406 - RHSP	70,463
524401 - Worker's Comp	265,361
Fringe Benefits	3,877,644
Total Personnel Expense	9,782,192
534401 - Contract Services/General	5,190
535401 - Investigations	525
540402 - Travel-In/Out State	5,775
541401 - Communication Svc/Fixed	8,000
541402 - Communication Svc/Portable	700
541403 - Communication Svc/Aircards	23,732
543401 - Utility Service	3,227
543402 - Water & Waste Disposal	2,983
544401 - R/L Office Machines	3,788
544402 - R/L Vehicle	5,160
545402 - Ins/Admin-Bond/Ins	88,048
546401 - R/M Equipment	3,518
546402 - R/M Vehicles	183,106
546404 - R/M Comm-Equip	2,500
546405 - R/M Service Contract	1,500
547401 - Contract Print & Binding	700
549404 - Data Processing	6,498
551401 - Office Supply-Misc	1,800
551402 - Office Supply-Office	21,251
551403 - Office Supply-Postage	600
551404 - Off Supp/Cln/Janit	500
552401 - Oper Supply-Gas/Oil/Lub	197,568
552402 - Oper Supply-Tools	18,364
552404 - Oper Supply-Food	3,000
552406 - Oper Supply-Instit	22,288
552407 - Oper Supply-Lab Supply	1,950
552408 - Oper Supply-Fngrpt/Photo	838
552409 - Oper Supply/Misc	95,489
552410 - Oper Supply-Uniforms	50,577
552412 - Computers less than \$5,000.	56,030
552413 - Software less than \$5,000.	1,000
554401 - Books/Pub/Sub	350
554402 - Dues/Membership	2,500
554404 - Training/Misc	700
Operating Expenditures	819,755
564401 - Mach-Equip/Vehicle	360,000
564402 - Mach-Equip/Equipment	0
564404 - Communications	87,135
Capital Outlay	447,135
591001 - Transfer To General Fund	429,385
Transfers and Reserves	429,385
Total Expenditure	11,478,467

Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, FL 33312
954-831-8900
www.sheriff.org



Sheriff Gregory Tony, Ph.D.

May 1, 2025

Ms. Venice Howard, Acting City Manager
City of Lauderdale Lakes
4300 N.W. 36th Street
Lauderdale Lakes, Florida 33319

Dear Ms. Howard:

Please be advised the preliminary consideration for Fiscal Year 2026 is as follows:

Fire Rescue/ EMS Services

Total Personnel Expense	11,112,566	
Operating Expenditures	961,972	
Capital Outlay	74,255	
Transfers and Reserves	236,504	
Total Expenditure	12,385,297	(1,032,108.08 Monthly)

This consideration reflects the initial phase of proposed salary range adjustments based on BSO's Compensation Study.

This amount is subject to the final Adopted Budget as approved by the Broward County Board of County Commissioners, and to any additional contract amendments or negotiations that take place after this date.

Please contact me at (954) 831-8939 with any questions regarding this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dafne E. Perez", with a checkmark at the end.

Dafne E. Perez, Director
Office of Management and Budget

DEP:da

cc: Chief Timothy Keefe, Fire Rescue/EMS
Colonel Oscar Llerena, Executive Director, Department of Administration
Bobbi Williams, Director of Financial Services, City of Lauderdale Lakes

BROWARD SHERIFF'S OFFICE
1-Year Appropriation Detail for Fire Contract Cities
General Fund 001 Budget
Proposed Budget
88717 - Lauderdale Lakes

ACCOUNTS	2025/2026 Budget
512401 - Regular Salary	5,707,192
514401 - Overtime	560,000
515401 - Special Pay	17,041
Personal Services	6,284,233
521401 - FICA Taxes	470,759
522401 - Retire/Regular	11,060
522402 - Retire/Special Risk	2,114,389
522405 - Retire/Drop Special Risk	36,897
523401 - Life/Health Insurance	1,057,017
523403 - OPEB	137,000
523405 - IAFF - BIVA	211,467
524401 - Worker's Comp	253,210
529400 - Overhead Allocation	536,534
Fringe Benefits	4,828,333
Total Personnel Expense	11,112,566
531402 - Prof Svc/Admin	38,381
534401 - Contract Services/General	150
540402 - Travel-In/Out State	1,000
541401 - Communication Svc/Fixed	6,600
541402 - Communication Svc/Portable	5,700
541403 - Communication Svc/Aircards	5,300
543401 - Utility Service	20,900
543402 - Water & Waste Disposal	25,800
544401 - R/L Office Machines	2,525
544403 - R/L Equipment	56,512
544404 - R/L Building/Grounds	30,381
545402 - Ins/Admin-Bond/Ins	84,016
546401 - R/M Equipment	23,643
546402 - R/M Vehicles	136,500
546403 - R/M Build/Ground	20,500
546404 - R/M Comm-Equip	3,397
546405 - R/M Service Contract	13,038
547401 - Contract Print & Binding	850
549403 - Other/Chg/Obl/Laund	23,840
549404 - Data Processing	20,000
551401 - Office Supply-Misc	4,725
551402 - Office Supply-Office	3,405
551403 - Office Supply-Postage	0
551404 - Off Supp/Cln/Janit	16,355
551710 - Debt Interest Expense	2,089
552401 - Oper Supply-Gas/Oil/Lub	76,000
552402 - Oper Supply-Tools	26,709
552405 - Oper Supply-Kitch Supply	550
552406 - Oper Supply-Instit	130,000
552409 - Oper Supply/Misc	33,950
552410 - Oper Supply-Uniforms	107,825
552412 - Computers less than \$5,000.	21,931
552413 - Software less than \$5,000.	4,650
554401 - Books/Pub/Sub	4,000
554402 - Dues/Membership	450
554403 - Education/Tuition	7,300
554404 - Training/Misc	3,000
Operating Expenditures	961,972
564401 - Mach-Equip/Vehicle	0
564402 - Mach-Equip/Equipment	33,345
564404 - Communications	28,078
564421 - Lease/Purchase Equipment	12,832
Capital Outlay	74,255
591001 - Transfer To General Fund	236,504
Transfers and Reserves	236,504
Total Expenditure	12,385,297

EXHIBIT C

LAW ENFORCEMENT SERVICES – GENERAL CONDITIONS

1. **DEFINITIONS.**

The following terms when used in this Agreement, including its preamble, recitals, exhibits, amendments and addendums from time to time, shall have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

- a. “Agreement” shall mean this Agreement for Law Enforcement Services between the CITY and BSO, including all exhibits, addendums or amendments from time to time.
- b. “Applicable Laws” shall mean all provisions of constitutions, statutes, laws, rules, ordinances, regulations, charters and orders of governmental bodies or regulatory agencies applicable to the subject matter.
- c. “BSO” shall mean the Sheriff of Broward County, Florida.
- d. “City” shall mean the City of Lauderdale Lakes, a Florida municipal corporation under Chapter 166, Florida Statutes that has contracted with BSO for Law Enforcement Services pursuant to this Agreement.
- e. “City Attorney” shall mean the duly appointed chief legal counsel and adviser to the CITY as described and set forth in Article III, Section 3.12 of the Charter of the City of Lauderdale Lakes.
- f. “City Boundaries” shall mean the area within the municipal boundaries of the City of Lauderdale Lakes, Florida.
- g. “City Commission” shall mean the duly elected body of public officials possessing all legislative, regulatory and policy-making powers of the CITY in accordance Article III, Section 3.01 of the Charter of the City of Lauderdale Lakes.
- h. “City Manager” shall mean the duly appointed and validly existing City Manager of the CITY, possessing all administrative powers of the CITY and providing for the performance of all duties and obligations imposed on the CITY by law, through its various departments and divisions, or in the absence of the City Manager, such person as may be appointed by the City Commission of the CITY to act in such capacity with all requisite authority.
- i. “Consideration” shall mean the monthly payment and any other amount payable by the CITY in consideration of the BSO’s Law Enforcement Services and obligations of BSO under this Agreement.

- j. "District" shall mean the total geographic area within the municipal boundaries of the City of Lauderdale Lakes, the Unincorporated Central Broward Area and any additional geographic area to be serviced by the District employees based upon a separate mutual written agreement of Parties.
- k. "District Chief" shall mean the individual responsible for supervising all law enforcement employees and law enforcement activities within the CITY as well as the unincorporated Central Broward area (District 5). The District Chief shall be the rank of Captain. The District Chief will serve as the liaison between CITY and BSO.
- l. "District Employees" shall mean the BSO employees permanently assigned to the District, who possess the necessary qualifications and experience to provide law enforcement and support services, and all other BSO employees and all other Persons contracted by BSO, each of whom may, from time to time, provide the law enforcement services to the CITY.
- m. "Effective Date" shall mean the date in which the Agreement is to commence. The Effective Date is set forth in the Special Terms and Conditions of this Agreement.
- n. "Lien" shall mean any lien, security interest, pledge, mortgage, easement, leasehold, assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.
- o. "Patrol Zone" shall mean shall mean the geographic areas within the District, as mutually agreed upon by the District Chief and the City Manager, in which Patrol Deputy Sheriffs are assigned.
- p. "Law Enforcement Services" shall mean the aggregate of all law enforcement related services provided by BSO as described in the Scope of Law Enforcement Services, set forth in Exhibits A and B of this Agreement.
- q. "Renewal Option" shall mean the time period that the Agreement may be extended; the number of extensions and the means to exercise such option, as set forth section 2 of these General Conditions.
- r. "Uniformed Deputy" shall mean a District Employee of the BSO who shall also be a uniformed Deputy Sheriff assigned to patrol the District under this Agreement.

2. **TERM.**

2.1 **Term.** This Service Agreement shall remain in full force and effect commencing on October 1, 2025 and ending September 30, 2030, all dates inclusive, unless this Service Agreement is otherwise extended or terminated in accordance with the terms hereof.

2.2 **Renewal.** Upon mutual agreement of the Parties, this Agreement may be renewed for an additional five (5) years. Thereafter, this Agreement may be renewed, for an additional five (5)

year term upon mutual agreement of the Parties. The CITY agrees to furnish BSO notice of its intent to renew this Agreement no less than ninety (90) calendar days prior to the expiration of the then current term of this Agreement.

3. **DISTRICT CHIEF.**

District Chief Selection. The District currently has a District Chief. Should there be a future vacancy in the District Chief position, BSO shall consult with CITY in the selection of a new District Chief. BSO agrees to make such selection in good faith and in the best interest of the District. BSO shall provide the City Manager with written notification of the selected candidate and their qualifications. Within ten (10) calendar days after the City Manager's receipt of such notice, representatives from BSO shall meet with the City Manager to discuss the candidate's' qualifications.

3.1

3.2 **District Chief Performance.** In the event the City Manager becomes dissatisfied with the performance of the District Police Chief, written notification of such dissatisfaction will be made to BSO. Thereafter, BSO and the City Manager shall meet in a good faith effort to discuss possible remedies and satisfactory resolution of the performance issue or concern.

3.3 **District Headquarters.** Should CITY provide BSO with a District Headquarters with the City Boundaries during the term of this Agreement, then the District Police Chief will staff the District Headquarters. Both the District Police Chief and the City Manager will be collectively responsible for all emergency management duties within the CITY.

3.4 **Staffing Structure.** The staffing structure for the CITY shall be as set forth in these General Conditions and the Special Terms and Conditions, attached as Exhibit B of this Agreement and may be modified as set forth herein. Except as described in the Special Conditions, the Staffing Structure will not be modified except through a written amendment to this Agreement executed by both the CITY and BSO with the same formalities as set forth herein. BSO and the CITY shall work cooperatively to establish the proper balance of experience levels for those BSO employees assigned to the CITY.

3.5 **Deployment.** BSO shall have broad discretion to deploy the staff as necessary to meet the goals and objectives of the CITY. The District Chief's discretion regarding the deployment of the personnel shall be exercised with the intent of providing the most effective law enforcement services to the CITY pursuant to the terms and conditions of this Agreement. The District Chief will keep the City Manager informed of the deployment of such personnel through weekly staff meetings and as requested by the City Manager. During such meetings, the City Manager and District Chief will discuss the results of previous deployments, alternative deployment strategies and the benefits and risks associated with each strategy.

BSO's Personnel assigned to the District shall only be utilized for appropriate law enforcement services within the District, except as otherwise authorized in applicable automatic and mutual aid

agreements. BSO shall not use Personnel assigned to the District to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement.

3.6 Minimum Staffing. BSO will provide to the CITY a minimum of not less than five (5) deputy sheriffs to patrol the CITY per shift, in accordance with the Scope of Law Enforcement Services, attached hereto as Exhibit A of this Agreement.

3.7 Shift Length. In the event there is a modification in the length of the hours of shifts, the modification will not occur until the next scheduled shift pick at least sixty (60) calendar days from the date that the Sheriff and City Manager agree upon the modification.

3.8 Reduction or Addition of Staffing. Except as described in the Special Conditions, Upon not less than sixty (60) calendar days prior written notice to BSO, the CITY may, in its sole discretion, either reduce or add to the staffing and level of services, which reductions or addition shall be memorialized by written amendment to this Agreement, and the consideration payable under this Agreement shall be adjusted accordingly based on actual cost of the service. However, if in BSO's opinion, the reduction in staffing service levels would substantially impact the safety of BSO's employees or the community, the Parties shall collaborate to resolve the issue to their mutual satisfaction.

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

3.10 Personnel Standards. BSO shall be responsible for setting employment standards (i.e. hiring, discipline, and training) for District Employees and shall render the law enforcement services required pursuant this Agreement consistent with all applicable BSO agency policies and standards. BSO is committed to providing the CITY with highly skilled law enforcement personnel to provide law enforcement services to the CITY.

3.11 Demographic/Geographic Awareness. The Parties acknowledge the important public health, safety and general welfare interests supporting the necessity for the CITY to have the Law Enforcement Services performed by District Employees who are acquainted with the demographic and geographic character and trends that comprise important features of the CITY's industrial, business and residential neighborhood and population. BSO agrees to ensure the proficient education of all BSO employees who are permanently assigned to provide law enforcement services in the District in accordance with this Agreement.

3.12 Employment Responsibilities. All District Employees performing Law Enforcement Services under this Agreement shall be and remain BSO employees, and such employees shall not be considered employees of the CITY for purposes of pension benefits, insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, the Parties understand and agree that the CITY shall not have any liability for direct payment of any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, workers' compensation (Chapter 440, Florida

Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any District Employee whatsoever, arising out of BSO's employment of such persons and such persons' performance of Law Enforcement Services under this Agreement. The CITY and BSO understand and agree that all costs, including the employment related costs, are included in the consideration payable by the CITY to BSO in accordance with this agreement. Unless mutually agreed to by separate written agreement or amendment to this Agreement, BSO shall not seek any additional monies from the CITY pertaining to employment related costs.

3.13 Annual Review and Modification of Staffing Structure. As part of the CITY's annual budgetary process, the Parties may evaluate BSO's staffing structure provided under this Agreement to determine whether the current staffing level and composition adequately meets the CITY's goals and objectives. In the event either party determines the need for such staffing level or composition to be adjusted, BSO will provide staffing recommendations for review by the City Manager and the District Chief. If both parties agree to the recommended staffing changes, this Agreement shall be modified through an amendment executed by both the CITY and BSO with the same formalities as contained herein, which shall reflect the agreed upon staffing change(s) and a compensation adjustment based on actual cost of the staffing change(s).

In addition to the annual review, either the City Manager or District Chief may request a staffing adjustment at any time during the year. Upon making such request, the City Manager and the District Chief shall confer and mutually agree to any such staffing changes, provided however, that this Agreement shall be modified through an amendment executed by both the CITY and BSO with the same formalities as contained herein, which shall reflect the agreed upon staffing change(s) and a compensation adjustment based on actual cost of the staffing change(s).

In the event the CITY and BSO do not agree upon the Staffing Structure adjustments after good faith negotiations and such unresolved adjustments impact the safety of BSO employees or the public, either the CITY or BSO may exercise its rights as set forth herein or by law.

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

3.15 Transfers, Reassignment or Layoffs. Except as herein provided, transfers of BSO personnel providing Law Enforcement Services under this Agreement in and out of the District may result from employees exercising seniority rights pursuant to the collective bargaining agreement in the event of layoffs at the Broward Sheriff's Office. BSO Personnel transferred or reassigned out of the CITY shall be replaced as soon as reasonably practicable.

3.15.1 BSO Transfers of Personnel. BSO shall have the right to transfer any Employee out of the District. The City Manager shall be kept informed of all transfers.

3.15.2 Transfers – City Right. Except for the District Chief, which is covered in Section 3 of these General Terms and Conditions, the City Manager shall have the right to request the transfer of BSO personnel out of the CITY, which shall not be arbitrary or capricious. The request must be sent to the District Chief in writing setting forth the name of the employee, employee's rank and the reason for the request. The request must be approved in writing by BSO, however such approval shall not be unreasonably withheld, nor shall a decision to refuse the City's request be arbitrary or capricious. BSO shall notify the CITY in writing as to whether BSO approves of the Transfer Request within 15 business days of receipt of the Transfer Request. If BSO fails to notify the CITY within 15 business days of the Transfer Request, the Transfer Request shall be deemed approved. If BSO approves the Transfer Request, the employee shall be transferred out of the District as soon as reasonably possible.

3.15.3 AUTHORIZATION OF POLICE POWERS.

3.16 Authority to Act. The CITY does hereby authorize and vest in each BSO employee, deputy sheriff and personnel of BSO, who, from time to time, may be assigned, either temporarily or permanently, to the District and who provide Law Enforcement Services within the CITY's municipal boundaries, to the extent allowed by law, the powers of the CITY which are necessary to implement and carry forth the services, duties, and responsibilities to the CITY imposed upon BSO hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance of such services, duties and responsibilities. Every employee of BSO so empowered hereby and engaged in the performance of the Law Enforcement Services, duties and responsibilities described and contemplated in this Agreement shall be deemed to be acting pursuant to the authorization of the CITY while performing such services, duties and responsibilities which constitute municipal functions. Accordingly, BSO deputy sheriffs are hereby authorized and vested with the power to enforce the ordinances of the CITY, to make arrests incident to the enforcement thereof and to do such other things and perform such other acts as are necessary with respect to the services contemplated herein.

4. QUARTERLY GOALS AND OBJECTIVES.

4.1 Quarterly Goals. On a quarterly basis (on or about October 1st and January 1st, April 1st and July 1st) or as requested by the City Manager, the District Chief shall meet with the City Manager to discuss BSO's performance of the Law Enforcement Services within the CITY occurring during the previous three (3) month period, and the costs for such services. Not less than seven (7) day prior to such meeting, the District Chief shall provide the City Manager with a report or data compilation containing the following:

- a. BSO's Year-To-Date Budget Versus Actual Costs - Line Item Report, which will include, without limit, the budgeted amount, actual expenditures, encumbrances and remaining balance for each line item within the budget.
- b. Calls for service by time of day, geographic location, date and type of call;

- c. Reported incidents, criminal and non-criminal;
- d. Number and types of arrests;
- e. Traffic crashes;
- f. Traffic citations;
- g. Staffing and Transfers;
- h. Grant Review;
- i. Community Policing Initiatives;
- j. Response time reports, citizen complaints and their status/disposition; and
- k. Any additional information requested by the City Manager.

In addition to the documents, reports and information required to be provided to the CITY in accordance with this Agreement, the District Chief shall provide the City Manager with such other documents, reports or information as is reasonably necessary to substantiate the costs included on such Report.

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

5. **REPORTS.**

5.1 **Monthly Reports.** BSO shall provide monthly reports to the City Manager that includes the following information:

- Monthly Crime Report (FDLE/UCR categories) and year-to-date comparison;
- Monthly calls for service based on Deputies responding (percentage);
- Monthly encumbered times for zone Deputies by day of week; and
- Monthly crime prevention activities (past month and planned current month).

At any time during the term of this Agreement, the City Manager shall have the right to make reasonable modifications to the reporting format(s), reporting content, and reporting period(s).

5.2 **Annual Report.** BSO shall provide the CITY in June of each fiscal year, a report on BSO's performance in light of the established goals and objectives. The format and content of the Annual

Report made to the CITY by the District Chief will be mutually agreed upon by BSO and the City Manager. **BSO shall also provide to the city a copy of its Annual Comprehensive Financial Report**

5.3 Detailed Report. BSO shall provide the CITY with detailed reports indicating budget amounts, year to date expenditures, variances, etc., quarterly or upon request to the District Chief.

6. **CONSIDERATION.**

- a. For the period from the Effective Date through the end of the Fiscal Year ending September 30, 2026, the annualized consideration amount and the monthly payment amount for police services shall be as set forth in the Special Terms and Conditions, payable on the 1st of each month.
- b. The consideration payable by the CITY in year two of the Agreement shall be determined by adding the following: BSO's budgeted costs of personnel services, operating and capital costs, portable radios and auxiliary equipment, workers compensation premiums, other post-employment benefits, pension contributions and health insurance premiums attributable to District Employees, which shall be based upon projected costs. Salary expenses for Year 2 of the Agreement shall not exceed the increase required to complete the salary study implementation. This Year 2 salary expenses increase specifically calculated for CITY is currently projected at approximately 13.05%. Capital costs and operating costs (excluding BSO's budgeted costs of personnel services), not to exceed an annual increase of 5% over the total budgeted costs in the preceding year of this Agreement, except that the CITY may, in its discretion, approve capital costs that exceed a 5% annual increase.
- c. The consideration payable by the CITY for subsequent fiscal years shall be determined by adding the following:
 1. BSO's budgeted costs for items other than health insurance premiums, workers compensation premiums, other post-employment benefits and pension contributions, not to exceed an annual increase of 5% over the total combined budgeted costs for such items (not per line item, excepting those items mentioned in paragraph 2 below) in the preceding year.
 2. BSO's budgeted costs for workers compensation premiums, other post-employment benefits, pension contributions and health insurance premiums attributable to District Employees, which shall be based upon projected costs.
- d. BSO shall submit a proposed budget to the CITY on May 15th. The budget will have a summary of major classifications (Personnel Services, Operating Expenses, Capital Outlay, etc.). At the request of the City Manager, BSO will provide supporting documentation for the budgeted line items to include the cost to

outfit and equip District Employees (i.e. uniforms, computer, patrol vehicle, Taser, Body Worn Camera, etc.).

- e. For purposes of calculating the budget for Personnel Services, the District Employees assigned to the District in February will be the employees used to calculate the budget for the upcoming fiscal year, which is due to the CITY on May 15th as set forth above. The annual wages, taxes, pension and health insurance costs associated with each employee will be determined based upon factors such as contractual wage increases, FICA rates and maximums, pension rates (as dictated by the applicable plan) and proposed health insurance rates. If there are any vacant positions in February, the budgeted cost of the vacant positions for the upcoming fiscal year will be calculated based upon the prevailing budgeted cost for the BSO Employee positions within the same job classifications filled in February.
- f. The CITY and BSO will negotiate in good faith any adjustments to the Consideration. The parties recognize and acknowledge that time is of the essence in resolving this issue.
- g. If BSO and the CITY are able to reach an agreement regarding the consideration, the CITY will pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month.
- h. BSO shall reimburse or provide a credit to the CITY for any payment received from the Broward County School Board for School Resource Deputies.
- i. The CITY and BSO understand and acknowledge that staffing vacancies will occur throughout the term of this Agreement; however it is the intent of both the CITY and BSO to work cooperatively towards reducing vacancies and thus increasing the number of deputies working within the District.
- j. BSO shall have the right to temporarily fill any vacancy within the CITY, through temporary staffing or overtime, provided the vacant position is filled by a BSO employee that possess skills, training and experience at least equivalent to the absent BSO Employee. BSO will educate any temporary staff assigned to the District with respect to the general make-up of the CITY and its geographic areas, its industrial, business and residential composition and its crime trends.
- k. The parties recognize that the CITY has no right of setoff or to reduce the consideration payable to BSO by amounts in dispute absent a mutual written agreement of the parties.
- l. In the event that the SHERIFF subsequently enters into an agreement, amends the agreement or renews an agreement with a municipality or Broward County for law enforcement services (an "Eligible Agreement"), the SHERIFF shall post the Eligible Agreement on the SHERIFF's web site within 10 business days of execution thereof. If the CITY reasonably determines that the Eligible Agreement overall includes consideration terms that are more beneficial than the terms set forth herein (except for terms relating to

grant funding designated for a particular municipality or Broward County, which are excluded from this Section), then the CITY shall be entitled to (i) the incremental dollar value of the more beneficial term(s), which shall be calculated in the same manner and methodology as used to calculate the estimated actual costs for the CITY and all other municipalities. The Parties acknowledge that the SHERIFF may implement different operational programs and units in different customer jurisdictions based on the operational requirements of such jurisdictions.

7. **VEHICLE MARKINGS.**

Each patrol vehicle assigned to the CITY shall prominently display on the vehicle's exterior, the legend of the CITY's name in three (3) to six (6) inch lettering, in accordance with the BSO standard vehicle markings.

8. **FINES, FORFEITURES, REVENUES: PAYMENT.**

- a. All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for and forwarded to the CITY pursuant to Florida Statutes, Section 943.25, may be assigned over to the BSO and used by the District for the law enforcement education purposes authorized in the statute. Apart from such funds and except for the provisions set forth in subsection 10(k) of these General Terms and Conditions, Grant Funds and Miscellaneous Revenues, BSO will have no claim or right to any other monies or things of value that the CITY receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with law enforcement activities.
- b. The CITY and BSO do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair the CITY's right to the disposition of fines and forfeitures to which the CITY would be entitled, pursuant to Florida Statutes, Section 316.660 as may be amended from time to time, or as to proceeds and forfeitures arising under the sale or disposition of unclaimed property or under any statutory or common law proceeding to which the CITY would otherwise be entitled, except as limited herein.
- c. The CITY and BSO agree that BSO shall be responsible for determining whether asset forfeiture proceedings for property seized through the active participation of District personnel shall be initiated, except as otherwise indicated herein. Any state law forfeiture actions filed under Chapter 932, Florida Statutes, for property seized within the CITY through active participation of District personnel shall be initiated and managed by BSO, which shall have sole discretion to determine legal strategy and litigation resolution based upon the best interests of the CITY and BSO. Asset forfeitures seized utilizing Federal law will be managed pursuant to Federal Regulations. Awarded Federal forfeiture funds shall be equitably distributed by the applicable Task Force Memorandum of Understanding, less any costs as described in paragraph 9(h) herein, and any funds allocated for the City's share shall be deposited into the BSO's Federal Law Enforcement Trust Fund (hereinafter referred

to as the "Funds"). Such funds will be earmarked for BSO's use within the City as provided under federal law.

- d. BSO agrees that any currency seized through active participation of the District's personnel, pursuant to Chapter 932 of the Florida Statutes, and subsequently forfeited solely to BSO, shall be deposited into the City's Law Enforcement Trust Fund established by the CITY, less any costs as described in paragraph 10(h) herein. If multiple law enforcement agencies participated in the seizure in the City and the City is not a part of a task force agreement covering the distribution of awarded fund, the amount of funds distributed to CITY shall be based upon the ratio that the District's personnel's participation bears to the participation of all law enforcement agencies and units that participated in the seizure of the currency/property; otherwise the amount of funds distributed to the City will be based upon the task force agreement. The Funds shall be and shall always remain in the ownership of the CITY, and BSO shall not have any right to ownership and control of such Funds, except as to custody of federal asset sharing funds held for City's access and use when mandated by federal law. During the term of this Agreement, such Funds may be earmarked for the BSO's use within the confines of the City, upon approval of the CITY as follows:
 1. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the City Manager, BSO may apply to the CITY for the use of state Funds, for use within the boundaries of the CITY, if such application is in compliance with Florida Statutes.
 2. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the City Manager, BSO may apply to the County for the use of Federal Funds, for use within the boundaries of the CITY, if such application is in compliance with Federal regulations.
 3. The District Chief shall first submit the request to the BSO's legal counsel for a determination as to whether the request complies with applicable law. If the BSO's legal counsel finds that the request complies with applicable law, the District Chief shall then submit the request, accompanied by a written certification that the request complies with the provisions of §932.7055(4) Florida Statutes, or Federal Regulations to the City Manager and/or County Commission as applicable.
 4. If the request and accompanied written certification are acceptable to the City Manager, the City Manager may place the request and written certification on the agenda for the City Commission's consideration.
 5. Upon appropriation, such funds shall be made available to BSO for its designated use within the confines of the City. The City shall transfer ownership of any personal property purchased with the Funds to BSO for exclusive use within the District.

- e. The parties agree that the decision to dispose of or use personal property, other than currency, seized through active participation of the District personnel and subsequently forfeited solely to the CITY under Chapter 932, Florida Statutes, shall be in the sole discretion of the CITY.
1. If the CITY decides to use personal property, other than currency, forfeited to the CITY under Chapter 932, Florida Statutes, the City shall reimburse BSO for any costs, as described in paragraph 9(h), below, incurred in the seizure and forfeiture of such property.
 2. BSO shall annually invoice the CITY for all actual costs incurred by BSO in the forfeiture action including, but not limited to, filing fees and advertising costs, and the CITY shall have forty-five (45) calendar days to pay such invoice. BSO shall submit the annual invoice to the CITY on or before September 30th of each fiscal year.
 3. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the City Manager, BSO may apply to the CITY to use such personal property either within or outside the CITY, and if approved by the CITY, BSO may use such personal property in accordance with such approval, however BSO shall then be responsible for all costs incurred in the forfeiture of that personal property.
 4. In the event BSO disposes of the property prior to termination of this Agreement, BSO shall allocate the net proceeds from the disposition to the CITY's Law Enforcement Trust Fund.
 5. In the event that this Agreement is terminated and such property is still in use by BSO within or outside the CITY, such property shall be turned over to the CITY.
 6. If the CITY decides to dispose of personal property, other than currency, forfeited to the CITY under Chapter 932, Florida Statutes, or federal law, proceeds of the sale of such property, less costs as described in paragraph 10(h) herein, shall be deposited in the CITY's Law Enforcement Trust Fund, or held by BSO for City's account and use as required by federal law. Proceeds from the sale of property deposited in the CITY's Law Enforcement Trust Fund, or held by BSO for City's account and use as required by federal law, may be designated for BSO's use within the confines of the City, in the same manner as provided in subsection 10(d) above.
 7. If the personal property is approved by the CITY for use by BSO outside of the City boundaries, BSO will promptly notify the City Manager of such use.
- f. BSO agrees to notify the CITY of its intent to initiate forfeiture proceedings involving real property seized solely by District staff, prior to the filing of a Complaint for Forfeiture. The CITY shall notify BSO within five (5) business days of any objections it has related to the impending forfeiture proceeding. In the event, the parties are unable to reach a mutually

agreed upon decision, the final decision to proceed shall be made by the CITY. The parties agree that the decision to use or dispose of real property seized within the CITY, through active participation of the District's personnel, and subsequently forfeited solely to the District pursuant to Chapter 932, Florida Statutes, shall be in the absolute and sole discretion of the CITY.

1. If the CITY decides to dispose of such real property, proceeds from the sale of the real property shall be deposited into the CITY's Law Enforcement Trust Fund, less any loans, mortgages, liens, costs (as described in subsection 10(h) herein, below) or any other encumbrance on the property incurred by BSO in the seizure, forfeiture, or sale of such property. Proceeds from the sale of real property deposited in the CITY's Law Enforcement Trust Fund may be designated for BSO's use within the confines of the City, in the same manner as provided in subsection 10(d), above.
 2. If the CITY decides to use such real property, the City shall reimburse BSO for any loans, mortgages, liens, costs (as described in paragraph 10(h), below) or any other encumbrance on the property incurred by BSO in the seizure and forfeiture of such property. However, prior to filing a forfeiture complaint for real property seized within the CITY, BSO's legal staff shall first consult with CITY's legal advisor for authorization to proceed with the forfeiture due to the potential for excessive costs to the CITY from mortgages, liens or other encumbrances on the real property. CITY shall provide BSO with a filing decision on the prospective forfeiture within three (3) working days after obtaining all relevant information from BSO required to adequately evaluate the equity of the seized real property, including, but not limited to, the value of the property and any liens thereon.
 - i. BSO shall invoice the CITY for all actual costs incurred by BSO in the forfeiture action, and the CITY shall have thirty (30) days to pay such invoice.
 - ii. BSO may apply to the CITY to use such real property, and if approved, BSO may use such real property in accordance with such approval.
 - iii. In the event that this Agreement is terminated and such property is still in use by BSO, such property shall be turned over to the CITY.
- g. In the event that real or personal property is seized through active participation of District personnel and the active participation of personnel from other law enforcement agencies, and such property is forfeited to multiple law enforcement agencies pursuant to Chapter 932, Florida Statutes, or federal law, the decision to use or dispose of such property shall be made by agreement of the participating agencies. If such property is sold, the CITY's share of the proceeds of such sale, less costs (governed by applicable task force MOU, or if none, as defined in Section 10(h)) incurred in the seizure, forfeiture, and sale of such property, shall be based upon the ratio that the District's personnel's participation bears to

the participation of all law enforcement agencies and units that participated in the seizure of the property. The City's share of proceeds from the sale of such property shall be deposited into the CITY's Law Enforcement Trust Fund, and may be earmarked for BSO's use, in the same manner as provided in subsection 10(d), above.

- h. Any costs incurred in the seizure, forfeiture, or sale of personal or real property seized within the CITY, through active participation of the District personnel and subsequently forfeited shall be paid by the CITY or reimbursed to BSO, in the following priority:
 - 1. Payment of the balance due on any lien on personal or real property preserved by the court in the forfeiture proceedings.
 - 2. Payment of the cost incurred in connection with the storage, maintenance, security, forfeiture proceeding (i.e. court costs, publication costs) and sale of such property.
- i. BSO shall, on a quarterly basis, supply the CITY with a written report of the above-described fines and forfeitures. The report(s) shall include a description and estimate of value of properties seized under the laws of the State of Florida, whether or not disposition thereof has been adjudicated. Moreover, the report(s) shall be amended, from time to time, by reflecting the ultimate disposition of property described in an earlier report(s), and such amendatory report(s) shall be submitted to the CITY within thirty (30) days of the ultimate adjudication with regard to the seizure of the property.
- j. CITY shall be responsible to meet all reporting requirements for all State forfeiture proceeds under federal and state law, and BSO shall provide all necessary information pertaining to same to CITY in a timely manner for such purpose. BSO shall also provide technical assistance to CITY staff if requested with regard to the reporting procedure
- k. Grant funds and miscellaneous revenues. BSO shall cooperate with the CITY and, to the extent allowable by law, act as the law enforcement agent on behalf of the CITY in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The CITY will make these funds available to the BSO to carry out the intent of the grant program as approved by the granting agency and the CITY. Except as otherwise set forth herein, it is understood by both parties that all revenues currently received by the CITY as a result of law enforcement activities shall continue to be received by the CITY as previously mentioned herein or as may be added in the future. This shall include, but not be limited to, towing fees per the CITY'S current agreement.

9. **TOWING.**

9.1 City Agreement with Local Towing Vendor. It is recognized that the CITY may enter into a towing agreement with a local vendor. From time to time, BSO, through its agents or employees,

investigates traffic cases and/or fatalities which require stringent custodial procedures where criminal evidence is involved. If the CITY enters into a towing agreement with a local vendor, BSO will honor the CITY's agreement for tows occurring within the municipal boundaries of the CITY; provided however, that the vendor meets all of BSO's specifications with regards to maintaining criminal evidence in the above described cases; BSO vehicles assigned to the CITY or in need of towing within the CITY are towed by the vendor at no cost to BSO; vendor provides towing and storage services for property with evidentiary/investigative holds at no cost to BSO and the owner; and the vendor lists BSO as an additional insured on insurance policies meeting the specifications of BSO's Risk Administrator.

9.2 BSO Reservation of Right. BSO reserves the right to use another vendor to tow if the CITY's vendor fails to comply with the BSO specifications, refuses to tow BSO vehicles as described above at no cost, or fails to list BSO as an additional insured. Further, BSO also reserves the right to continue to use towing services other than those of the CITY's vendor with regards to all confiscations/forfeiture cases occurring within the CITY.

9.3 BSO Annual Credit to City. On an annual basis, BSO shall provide the CITY with a credit equal to the amount of total revenues received by BSO from towing services provided within the CITY.

10. INSURANCE.

10.1 BSO Continuing Insurance Obligation. BSO shall maintain liability and automobile insurance policies in the amounts set forth below:

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

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

10.2 Self-Insurance. BSO may provide the insurance required in this Section through a self-insurance program.

10.3 City Insurance Obligation. The CITY shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General Liability and Fire and Casualty coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the CITY and BSO in the event of claims related to the Facilities or damage/destruction of Facilities.

11. **DEFAULT.**

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

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

11.1.2 **Performance of Services.** Failure of BSO to perform the Law Enforcement Services as required herein at any time during the Term; or

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

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

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

11.2.1 **Terminate this Agreement pursuant to Section 14 herein; or**

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

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

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

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

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

Interest and Late Charges. Any payments due hereunder, whether for Consideration, rents, taxes, utilities, insurance or any other obligations, overdue for more than ten (10) days shall bear interest

from the date due at the lesser of eighteen percent (18%) or the maximum legal rate permitted by Applicable Law. In addition, the Defaulting Party shall pay for the Non-Defaulting Party's administrative and collection expenses incurred in connection therewith, and not as interest, a late charge equal to five percent (5%) of the amount overdue. The terms of this paragraph shall also apply to BSO's payment obligations under this Agreement.

12. **TERMINATION.**

12.1 Termination and Notice. Either party may terminate this Agreement at its discretion either with or without cause, by giving written notice thereof to the other party; provided the other party has no less than ninety (90) days prior written notice of such termination. At the expiration of the ninety (90) day notice period as described in the preceding provision, the transition period as set forth in subsection C of this Section 13 shall commence.

12.2 Termination for Material Breach and Cure. In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have ten (10) days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Agreement immediately, subject to the transition period in 15.3 of this Agreement. A material breach shall include (a) the CITY's failure to make payment of Consideration in accordance Section 8 of this Agreement, or (b) BSO failure to perform the law enforcement services set forth in the Scope of Law Enforcement Services, attached as Exhibit A of this Agreement, or (c) BSO's failure to provide any documents, data, detailed accounting information required under this Agreement, or (d) either violations of Governing Standards, local or federal laws, the BSO policies and procedures, or the terms and conditions of this Agreement.

12.3 Transition upon Termination. In the event of the termination or expiration hereof, BSO and the CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition and to maintain during such period of transition the same high quality Law Enforcement Services otherwise afforded to the residents of the CITY pursuant to the terms hereof. In the event of such termination or expiration and in the further event that the CITY is unable to provide the same level of service through its own department at the time of such termination or expiration, the then pending term of this Agreement shall automatically extend upon the same terms and conditions set forth herein for the shorter of (a) twelve (12) months, or (b) at least one hundred eighty (180) days after BSO's receipt of the CITY's written notice that it is capable of providing adequate law enforcement services. The consideration to be paid to the SHERIFF during the transition period shall be based upon the actual cost of providing such services during the transition period at the level of staffing determined reasonably necessary by BSO.

12.4 Equipment and Vehicles. Upon termination of this Agreement, BSO shall return to the CITY, without cost or charge to the CITY all of the items of equipment and personal property purchased solely by CITY and transferred to BSO, including without limit, the P25 Radios and Body Worn Cameras, which equipment and personal property are described in the Equipment and Vehicles List attached to the Agreement as Exhibit D. The Parties agree that any dispute concerning the value and condition of any item identified and described in the Equipment List to be returned to the CITY shall be settled

upon the opinion of a mutually agreed upon qualified independent appraiser, whose opinion shall be final and conclusive concerning valuation of the item(s).

13. INDEMNIFICATION.

The CITY and the BSO shall each be separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under this Agreement.

13.1 Indemnification in Favor of BSO. To the extent permitted by law, the CITY shall indemnify, defend, and hold harmless, and at the option of BSO's counsel, defend or pay for an attorney selected by BSO's counsel to defend the 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 CITY, its employees, agents, or servants and the CITY shall indemnify the BSO, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the BSO, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of the CITY, its employees, agents, or servants. For purposes of this provision, the CITY's employees shall not be deemed agents or servants of the BSO and the BSO's employees shall not be deemed agents or servants of the CITY. The CITY shall at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity. This covenant and agreement of the CITY shall survive the expiration or earlier termination of this Agreement

13.2 Indemnification in Favor of City. To the extent permitted by law, the BSO shall indemnify, defend, and hold harmless, and at the option of the CITY, defend or pay for an attorney selected by City Attorney to defend the CITY, 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 BSO, its employees, agents, servants and the BSO shall indemnify the CITY, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the CITY, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of the BSO, its employees, agents, or servants. For purposes of this provision, the CITY's employees shall not be deemed agents or servants of the BSO and the BSO's employees shall not be deemed agents or servants of the CITY. The BSO shall at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity. This covenant and agreement of BSO shall survive the expiration or earlier termination of this Agreement

14. NO CONTRACTOR RELATIONSHIP.

14.1 Independent Contractor Status. The CITY hereby retains BSO as an independent contractor to provide the services to the CITY as set forth in the Scope of Law Enforcement Services, attached to Exhibit A of this Agreement, subject to the terms and conditions of this Agreement. As an independent contractor, BSO shall have discretion and operational oversight regarding the manner and means in which the Law Enforcement Services will be provided to the CITY, unless otherwise provided herein. Notwithstanding BSO's independent contractor status hereunder, BSO and the District Employees shall have the power and authority granted by the CITY pursuant to Section 5 of this Agreement.

15. **NO PARTNERSHIP.**

15.1 No Employment, Joint Venture, Partnership or Agency Relationship. The relationship between the CITY and BSO shall be solely as set forth herein. Neither party shall be deemed the employee, agent, partner or joint venture relationship with or of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other or to do any other thing on behalf of the other, except as specifically set forth herein. Neither the CITY nor BSO will have or attempt to exercise any control or direction over the methods used by the other the Law Enforcement Services required under this Agreement. The respective employees, agents and representatives of each of the CITY and BSO shall remain each respective party's own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from the other. The CITY and BSO understand and agree that each shall assume full responsibility for their own respective compliance with any and all Applicable Laws.

16. **REPRESENTATIONS AND WARRANTIES OF CITY.**

16.1 Warranties by the CITY. The CITY represents, warrants and covenants to BSO as of the date of this Agreement, and throughout the Term the following:

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

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

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

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

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

17. REPRESENTATIONS AND WARRANTIES OF BSO.

17.1 Warranties by the BSO. BSO represents, warrants and covenants as of the date hereof and throughout the term of this Agreement the following:

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

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

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

17.1.4 BSO has complied and shall comply with all Applicable Laws relating to the performance of the Services and the employment of the District Employees.

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

17.2 No Modification or Set-Off. The parties recognize that neither party has the right to modify the terms and conditions of this Agreement (i.e. staffing, consideration), unless such modification is mutually agreed upon through a formal written amendment. Additionally, neither party shall have the right of setoff nor the right to reduce its contractual obligation to the other party by amounts in dispute absent a mutual written agreement of the parties, except as otherwise provided herein.

18. **INTERPRETATION.**

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

19. **ACCOUNTING TERMS.**

19.1 Applicable Accounting Principles. All references in this Agreement to Generally Accepted Accounting Principles (GAAP) shall refer to the common set of generally accepted accounting principles, standards, and procedures in the United States of America that public agencies and private companies and their accountants must follow when they compile their financial statements. All accounting terms used herein without definition shall be used as defined under GAAP.

20. **CROSS REFERENCES.**

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

21. **MUTUAL DRAFTING.**

The parties acknowledge and agree that the drafting of this Agreement is a mutual effort among the parties and their legal counsel and that this Agreement is not to be construed against any party or group of parties as the drafter.

22. **NOTICE.**

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

CITY: c/o Mayor
Lauderdale Lakes City Hall
4300 NW 36th Street
Lauderdale Lakes, FL 33319

CITY: c/o City Manager
Lauderdale Lakes City Hall
4300 NW 36th Street
Lauderdale Lakes, FL 33319

CITY: c/o City Attorney
Lauderdale Lakes City Hall
4300 NW 36th Street
Lauderdale Lakes, FL 33319

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

BSO: Office of General Counsel
Broward County Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, FL 33312

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

23. **NON-ASSIGNABILITY.**

Neither party shall assign any of its obligations or benefits imposed hereby or contained herein, except upon the prior written consent of the other party. A Resolution duly passed by the City Commission shall be the sole evidence of the CITY's consent.

24. **NO THIRD PARTY BENEFICIARIES.**

The Parties understand and agree that all term and conditions of this Agreement are for the sole benefit of the Parties and their successors and permitted assigns, and such terms and conditions shall not be construed to confer any rights to any third party (including any third party beneficiary rights).

25. **TIME OF THE ESSENCE.**

The parties acknowledge and agree that time shall be of the essence as to each party's respective performance and compliance with the terms and conditions that are set forth in this Agreement.

26. **ENTIRE AGREEMENT.**

This Agreement together with Exhibits A, B, C, D, and any subsequent written amendment or addendum duly executed by the parties constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to this subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty not set forth in this Agreement.

This Agreement may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

27. **APPLICABLE LAW.**

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

28. **WAIVER OF RIGHTS.**

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

29. **SEPARABILITY.**

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

30. **WAIVER.**

No delay in exercising or omission of the right to exercise any right or power by any party to this Agreement shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by either party to or of any act of the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. Payment or receipt of a lesser amount than that due hereunder shall not be deemed to be other than on account of the earliest amount due hereunder. Any endorsement or statement on any check or letter accompanying any check shall not be deemed an accord and satisfaction and the receiving party may accept and negotiate such check or payment without prejudice to that party's right to recover the balance of the full amount due or pursue any other remedy available hereunder.

1. **DISPUTE RESOLUTION**

- a. If the parties have any disagreement, dispute, breach or claim of breach, non-performance, or repudiation arising from, related to or in connection with this Agreement, including but not limited to either party's failure or alleged failure to comply with any of the provisions of this Agreement (the "Dispute"), the parties will follow the dispute resolution procedures set forth in this Section 31, it being agreed that for purposes of this Article, any reference to a particular representative of a party will also be deemed to include such particular representative's duly authorized successor or designee and such other persons as each party deems appropriate.
- b. A party will provide written notice to the other party of a Dispute. Within five (5) business days of the giving of such notice of a Dispute, the District Chief or designated Captain and the City Manager will conduct a meeting to attempt to resolve the matter.
- c. If the District Chief or designated Captain and the City Manager are unable to reach resolution at the meeting prescribed in Section 31(b) above, then within five (5) business days after such meeting, the Department of Law Enforcement, Executive Director or designee and the City Manager will meet and attempt to resolve the matter.
- d. If the Department of Law Enforcement, Executive Director or designee and the City Manager are unable to reach resolution at the meeting prescribed in subsection (c) of this Section 31 above, then within five (5) business days after the meeting or as otherwise agreed, the Sheriff and the City Mayor will meet and attempt to resolve all pending matters in dispute. The parties acknowledge that any agreement reached under this subsection may require subsequent approval by the City Commission and the Sheriff.
- e. Each party will bear its own expenses and attorneys fees (if any) in connection with the dispute resolution procedure provided above.
- f. If the parties are unable to resolve the Dispute after following the procedures set forth in this Section 31, then, subject to the limitations otherwise provided for in this Agreement, the parties are entitled to pursue all their remedies at law and in equity, and may engage

in other dispute resolution procedure such as mediation and/or arbitration upon agreement of the parties.

EXHIBIT C

LAW ENFORCEMENT SERVICES – GENERAL CONDITIONS

1. **DEFINITIONS.**

The following terms when used in this Agreement, including its preamble, recitals, exhibits, amendments and addendums from time to time, shall have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

- a. “Agreement” shall mean this Agreement for Law Enforcement Services between the CITY and BSO, including all exhibits, addendums or amendments from time to time.
- b. “Applicable Laws” shall mean all provisions of constitutions, statutes, laws, rules, ordinances, regulations, charters and orders of governmental bodies or regulatory agencies applicable to the subject matter.
- c. “BSO” shall mean the Sheriff of Broward County, Florida.
- d. “City” shall mean the City of Lauderdale Lakes, a Florida municipal corporation under Chapter 166, Florida Statutes that has contracted with BSO for Law Enforcement Services pursuant to this Agreement.
- e. “City Attorney” shall mean the duly appointed chief legal counsel and adviser to the CITY as described and set forth in Article III, Section 3.12 of the Charter of the City of Lauderdale Lakes.
- f. “City Boundaries” shall mean the area within the municipal boundaries of the City of Lauderdale Lakes, Florida.
- g. “City Commission” shall mean the duly elected body of public officials possessing all legislative, regulatory and policy-making powers of the CITY in accordance Article III, Section 3.01 of the Charter of the City of Lauderdale Lakes.
- h. “City Manager” shall mean the duly appointed and validly existing City Manager of the CITY, possessing all administrative powers of the CITY and providing for the performance of all duties and obligations imposed on the CITY by law, through its various departments and divisions, or in the absence of the City Manager, such person as may be appointed by the City Commission of the CITY to act in such capacity with all requisite authority.
- i. “Consideration” shall mean the monthly payment and any other amount payable by the CITY in consideration of the BSO’s Law Enforcement Services and obligations of BSO under this Agreement.

- j. "District" shall mean the total geographic area within the municipal boundaries of the City of Lauderdale Lakes, the Unincorporated Central Broward Area and any additional geographic area to be serviced by the District employees based upon a separate mutual written agreement of Parties.
- k. "District Chief" shall mean the individual responsible for supervising all law enforcement employees and law enforcement activities within the CITY as well as the unincorporated Central Broward area (District 5). The District Chief shall be the rank of Captain. The District Chief will serve as the liaison between CITY and BSO.
- l. "District Employees" shall mean the BSO employees permanently assigned to the District, who possess the necessary qualifications and experience to provide law enforcement and support services, and all other BSO employees and all other Persons contracted by BSO, each of whom may, from time to time, provide the law enforcement services to the CITY.
- m. "Effective Date" shall mean the date in which the Agreement is to commence. The Effective Date is set forth in the Special Terms and Conditions of this Agreement.
- n. "Lien" shall mean any lien, security interest, pledge, mortgage, easement, leasehold, assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.
- o. "Patrol Zone" shall mean shall mean the geographic areas within the District, as mutually agreed upon by the District Chief and the City Manager, in which Patrol Deputy Sheriffs are assigned.
- p. "Law Enforcement Services" shall mean the aggregate of all law enforcement related services provided by BSO as described in the Scope of Law Enforcement Services, set forth in Exhibits A and B of this Agreement.
- q. "Renewal Option" shall mean the time period that the Agreement may be extended; the number of extensions and the means to exercise such option, as set forth section 2 of these General Conditions.
- r. "Uniformed Deputy" shall mean a District Employee of the BSO who shall also be a uniformed Deputy Sheriff assigned to patrol the District under this Agreement.

2. **TERM.**

2.1 **Term.** This Service Agreement shall remain in full force and effect commencing on October 1, 2025 and ending September 30, 2030, all dates inclusive, unless this Service Agreement is otherwise extended or terminated in accordance with the terms hereof.

2.2 **Renewal.** Upon mutual agreement of the Parties, this Agreement may be renewed for an additional five (5) years. Thereafter, this Agreement may be renewed, for an additional five (5)

year term upon mutual agreement of the Parties. The CITY agrees to furnish BSO notice of its intent to renew this Agreement no less than ninety (90) calendar days prior to the expiration of the then current term of this Agreement.

3. **DISTRICT CHIEF.**

District Chief Selection. The District currently has a District Chief. Should there be a future vacancy in the District Chief position, BSO shall consult with CITY in the selection of a new District Chief. BSO agrees to make such selection in good faith and in the best interest of the District. BSO shall provide the City Manager with written notification of the selected candidate and their qualifications. Within ten (10) calendar days after the City Manager's receipt of such notice, representatives from BSO shall meet with the City Manager to discuss the candidate's' qualifications.

3.1

3.2 **District Chief Performance.** In the event the City Manager becomes dissatisfied with the performance of the District Police Chief, written notification of such dissatisfaction will be made to BSO. Thereafter, BSO and the City Manager shall meet in a good faith effort to discuss possible remedies and satisfactory resolution of the performance issue or concern.

3.3 **District Headquarters.** Should CITY provide BSO with a District Headquarters with the City Boundaries during the term of this Agreement, then the District Police Chief will staff the District Headquarters. Both the District Police Chief and the City Manager will be collectively responsible for all emergency management duties within the CITY.

3.4 **Staffing Structure.** The staffing structure for the CITY shall be as set forth in these General Conditions and the Special Terms and Conditions, attached as Exhibit B of this Agreement and may be modified as set forth herein. Except as described in the Special Conditions, the Staffing Structure will not be modified except through a written amendment to this Agreement executed by both the CITY and BSO with the same formalities as set forth herein. BSO and the CITY shall work cooperatively to establish the proper balance of experience levels for those BSO employees assigned to the CITY.

3.5 **Deployment.** BSO shall have broad discretion to deploy the staff as necessary to meet the goals and objectives of the CITY. The District Chief's discretion regarding the deployment of the personnel shall be exercised with the intent of providing the most effective law enforcement services to the CITY pursuant to the terms and conditions of this Agreement. The District Chief will keep the City Manager informed of the deployment of such personnel through weekly staff meetings and as requested by the City Manager. During such meetings, the City Manager and District Chief will discuss the results of previous deployments, alternative deployment strategies and the benefits and risks associated with each strategy.

BSO's Personnel assigned to the District shall only be utilized for appropriate law enforcement services within the District, except as otherwise authorized in applicable automatic and mutual aid

agreements. BSO shall not use Personnel assigned to the District to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement.

3.6 Minimum Staffing. BSO will provide to the CITY a minimum of not less than five (5) deputy sheriffs to patrol the CITY per shift, in accordance with the Scope of Law Enforcement Services, attached hereto as Exhibit A of this Agreement.

3.7 Shift Length. In the event there is a modification in the length of the hours of shifts, the modification will not occur until the next scheduled shift pick at least sixty (60) calendar days from the date that the Sheriff and City Manager agree upon the modification.

3.8 Reduction or Addition of Staffing. Except as described in the Special Conditions, Upon not less than sixty (60) calendar days prior written notice to BSO, the CITY may, in its sole discretion, either reduce or add to the staffing and level of services, which reductions or addition shall be memorialized by written amendment to this Agreement, and the consideration payable under this Agreement shall be adjusted accordingly based on actual cost of the service. However, if in BSO's opinion, the reduction in staffing service levels would substantially impact the safety of BSO's employees or the community, the Parties shall collaborate to resolve the issue to their mutual satisfaction.

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

3.10 Personnel Standards. BSO shall be responsible for setting employment standards (i.e. hiring, discipline, and training) for District Employees and shall render the law enforcement services required pursuant this Agreement consistent with all applicable BSO agency policies and standards. BSO is committed to providing the CITY with highly skilled law enforcement personnel to provide law enforcement services to the CITY.

3.11 Demographic/Geographic Awareness. The Parties acknowledge the important public health, safety and general welfare interests supporting the necessity for the CITY to have the Law Enforcement Services performed by District Employees who are acquainted with the demographic and geographic character and trends that comprise important features of the CITY's industrial, business and residential neighborhood and population. BSO agrees to ensure the proficient education of all BSO employees who are permanently assigned to provide law enforcement services in the District in accordance with this Agreement.

3.12 Employment Responsibilities. All District Employees performing Law Enforcement Services under this Agreement shall be and remain BSO employees, and such employees shall not be considered employees of the CITY for purposes of pension benefits, insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, the Parties understand and agree that the CITY shall not have any liability for direct payment of any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, workers' compensation (Chapter 440, Florida

Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any District Employee whatsoever, arising out of BSO's employment of such persons and such persons' performance of Law Enforcement Services under this Agreement. The CITY and BSO understand and agree that all costs, including the employment related costs, are included in the consideration payable by the CITY to BSO in accordance with this agreement. Unless mutually agreed to by separate written agreement or amendment to this Agreement, BSO shall not seek any additional monies from the CITY pertaining to employment related costs.

3.13 Annual Review and Modification of Staffing Structure. As part of the CITY's annual budgetary process, the Parties may evaluate BSO's staffing structure provided under this Agreement to determine whether the current staffing level and composition adequately meets the CITY's goals and objectives. In the event either party determines the need for such staffing level or composition to be adjusted, BSO will provide staffing recommendations for review by the City Manager and the District Chief. If both parties agree to the recommended staffing changes, this Agreement shall be modified through an amendment executed by both the CITY and BSO with the same formalities as contained herein, which shall reflect the agreed upon staffing change(s) and a compensation adjustment based on actual cost of the staffing change(s).

In addition to the annual review, either the City Manager or District Chief may request a staffing adjustment at any time during the year. Upon making such request, the City Manager and the District Chief shall confer and mutually agree to any such staffing changes, provided however, that this Agreement shall be modified through an amendment executed by both the CITY and BSO with the same formalities as contained herein, which shall reflect the agreed upon staffing change(s) and a compensation adjustment based on actual cost of the staffing change(s).

In the event the CITY and BSO do not agree upon the Staffing Structure adjustments after good faith negotiations and such unresolved adjustments impact the safety of BSO employees or the public, either the CITY or BSO may exercise its rights as set forth herein or by law.

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

3.15 Transfers, Reassignment or Layoffs. Except as herein provided, transfers of BSO personnel providing Law Enforcement Services under this Agreement in and out of the District may result from employees exercising seniority rights pursuant to the collective bargaining agreement in the event of layoffs at the Broward Sheriff's Office. BSO Personnel transferred or reassigned out of the CITY shall be replaced as soon as reasonably practicable.

3.15.1 BSO Transfers of Personnel. BSO shall have the right to transfer any Employee out of the District. The City Manager shall be kept informed of all transfers.

3.15.2 Transfers – City Right. Except for the District Chief, which is covered in Section 3 of these General Terms and Conditions, the City Manager shall have the right to request the transfer of BSO personnel out of the CITY, which shall not be arbitrary or capricious. The request must be sent to the District Chief in writing setting forth the name of the employee, employee's rank and the reason for the request. The request must be approved in writing by BSO, however such approval shall not be unreasonably withheld, nor shall a decision to refuse the City's request be arbitrary or capricious. BSO shall notify the CITY in writing as to whether BSO approves of the Transfer Request within 15 business days of receipt of the Transfer Request. If BSO fails to notify the CITY within 15 business days of the Transfer Request, the Transfer Request shall be deemed approved. If BSO approves the Transfer Request, the employee shall be transferred out of the District as soon as reasonably possible.

3.15.3 AUTHORIZATION OF POLICE POWERS.

3.16 Authority to Act. The CITY does hereby authorize and vest in each BSO employee, deputy sheriff and personnel of BSO, who, from time to time, may be assigned, either temporarily or permanently, to the District and who provide Law Enforcement Services within the CITY's municipal boundaries, to the extent allowed by law, the powers of the CITY which are necessary to implement and carry forth the services, duties, and responsibilities to the CITY imposed upon BSO hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance of such services, duties and responsibilities. Every employee of BSO so empowered hereby and engaged in the performance of the Law Enforcement Services, duties and responsibilities described and contemplated in this Agreement shall be deemed to be acting pursuant to the authorization of the CITY while performing such services, duties and responsibilities which constitute municipal functions. Accordingly, BSO deputy sheriffs are hereby authorized and vested with the power to enforce the ordinances of the CITY, to make arrests incident to the enforcement thereof and to do such other things and perform such other acts as are necessary with respect to the services contemplated herein.

4. QUARTERLY GOALS AND OBJECTIVES.

4.1 Quarterly Goals. On a quarterly basis (on or about October 1st and January 1st, April 1st and July 1st) or as requested by the City Manager, the District Chief shall meet with the City Manager to discuss BSO's performance of the Law Enforcement Services within the CITY occurring during the previous three (3) month period, and the costs for such services. Not less than seven (7) day prior to such meeting, the District Chief shall provide the City Manager with a report or data compilation containing the following:

- a. BSO's Year-To-Date Budget Versus Actual Costs - Line Item Report, which will include, without limit, the budgeted amount, actual expenditures, encumbrances and remaining balance for each line item within the budget.
- b. Calls for service by time of day, geographic location, date and type of call;

- c. Reported incidents, criminal and non-criminal;
- d. Number and types of arrests;
- e. Traffic crashes;
- f. Traffic citations;
- g. Staffing and Transfers;
- h. Grant Review;
- i. Community Policing Initiatives;
- j. Response time reports, citizen complaints and their status/disposition; and
- k. Any additional information requested by the City Manager.

In addition to the documents, reports and information required to be provided to the CITY in accordance with this Agreement, the District Chief shall provide the City Manager with such other documents, reports or information as is reasonably necessary to substantiate the costs included on such Report.

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

5. **REPORTS.**

5.1 **Monthly Reports.** BSO shall provide monthly reports to the City Manager that includes the following information:

- Monthly Crime Report (FDLE/UCR categories) and year-to-date comparison;
- Monthly calls for service based on Deputies responding (percentage);
- Monthly encumbered times for zone Deputies by day of week; and
- Monthly crime prevention activities (past month and planned current month).

At any time during the term of this Agreement, the City Manager shall have the right to make reasonable modifications to the reporting format(s), reporting content, and reporting period(s).

5.2 **Annual Report.** BSO shall provide the CITY in June of each fiscal year, a report on BSO's performance in light of the established goals and objectives. The format and content of the Annual

Report made to the CITY by the District Chief will be mutually agreed upon by BSO and the City Manager. **BSO shall also provide to the city a copy of its Annual Comprehensive Financial Report**

5.3 Detailed Report. BSO shall provide the CITY with detailed reports indicating budget amounts, year to date expenditures, variances, etc., quarterly or upon request to the District Chief.

6. **CONSIDERATION.**

- a. For the period from the Effective Date through the end of the Fiscal Year ending September 30, 2026, the annualized consideration amount and the monthly payment amount for police services shall be as set forth in the Special Terms and Conditions, payable on the 1st of each month.
- b. The consideration payable by the CITY in year two of the Agreement shall be determined by adding the following: BSO's budgeted costs of personnel services, operating and capital costs, portable radios and auxiliary equipment, workers compensation premiums, other post-employment benefits, pension contributions and health insurance premiums attributable to District Employees, which shall be based upon projected costs. Salary expenses for Year 2 of the Agreement shall not exceed the increase required to complete the salary study implementation. This Year 2 salary expenses increase specifically calculated for CITY is currently projected at approximately 13.05%. Capital costs and operating costs (excluding BSO's budgeted costs of personnel services), not to exceed an annual increase of 5% over the total budgeted costs in the preceding year of this Agreement, except that the CITY may, in its discretion, approve capital costs that exceed a 5% annual increase.
- c. The consideration payable by the CITY for subsequent fiscal years shall be determined by adding the following:
 1. BSO's budgeted costs for items other than health insurance premiums, workers compensation premiums, other post-employment benefits and pension contributions, not to exceed an annual increase of 5% over the total combined budgeted costs for such items (not per line item, excepting those items mentioned in paragraph 2 below) in the preceding year.
 2. BSO's budgeted costs for workers compensation premiums, other post-employment benefits, pension contributions and health insurance premiums attributable to District Employees, which shall be based upon projected costs.
- d. BSO shall submit a proposed budget to the CITY on May 15th. The budget will have a summary of major classifications (Personnel Services, Operating Expenses, Capital Outlay, etc.). At the request of the City Manager, BSO will provide supporting documentation for the budgeted line items to include the cost to

outfit and equip District Employees (i.e. uniforms, computer, patrol vehicle, Taser, Body Worn Camera, etc.).

- e. For purposes of calculating the budget for Personnel Services, the District Employees assigned to the District in February will be the employees used to calculate the budget for the upcoming fiscal year, which is due to the CITY on May 15th as set forth above. The annual wages, taxes, pension and health insurance costs associated with each employee will be determined based upon factors such as contractual wage increases, FICA rates and maximums, pension rates (as dictated by the applicable plan) and proposed health insurance rates. If there are any vacant positions in February, the budgeted cost of the vacant positions for the upcoming fiscal year will be calculated based upon the prevailing budgeted cost for the BSO Employee positions within the same job classifications filled in February.
- f. The CITY and BSO will negotiate in good faith any adjustments to the Consideration. The parties recognize and acknowledge that time is of the essence in resolving this issue.
- g. If BSO and the CITY are able to reach an agreement regarding the consideration, the CITY will pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month.
- h. BSO shall reimburse or provide a credit to the CITY for any payment received from the Broward County School Board for School Resource Deputies.
- i. The CITY and BSO understand and acknowledge that staffing vacancies will occur throughout the term of this Agreement; however it is the intent of both the CITY and BSO to work cooperatively towards reducing vacancies and thus increasing the number of deputies working within the District.
- j. BSO shall have the right to temporarily fill any vacancy within the CITY, through temporary staffing or overtime, provided the vacant position is filled by a BSO employee that possess skills, training and experience at least equivalent to the absent BSO Employee. BSO will educate any temporary staff assigned to the District with respect to the general make-up of the CITY and its geographic areas, its industrial, business and residential composition and its crime trends.
- k. The parties recognize that the CITY has no right of setoff or to reduce the consideration payable to BSO by amounts in dispute absent a mutual written agreement of the parties.
- l. In the event that the SHERIFF subsequently enters into an agreement, amends the agreement or renews an agreement with a municipality or Broward County for law enforcement services (an "Eligible Agreement"), the SHERIFF shall post the Eligible Agreement on the SHERIFF's web site within 10 business days of execution thereof. If the CITY reasonably determines that the Eligible Agreement overall includes consideration terms that are more beneficial than the terms set forth herein (except for terms relating to

grant funding designated for a particular municipality or Broward County, which are excluded from this Section), then the CITY shall be entitled to (i) the incremental dollar value of the more beneficial term(s), which shall be calculated in the same manner and methodology as used to calculate the estimated actual costs for the CITY and all other municipalities. The Parties acknowledge that the SHERIFF may implement different operational programs and units in different customer jurisdictions based on the operational requirements of such jurisdictions.

7. **VEHICLE MARKINGS.**

Each patrol vehicle assigned to the CITY shall prominently display on the vehicle's exterior, the legend of the CITY's name in three (3) to six (6) inch lettering, in accordance with the BSO standard vehicle markings.

8. **FINES, FORFEITURES, REVENUES: PAYMENT.**

- a. All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for and forwarded to the CITY pursuant to Florida Statutes, Section 943.25, may be assigned over to the BSO and used by the District for the law enforcement education purposes authorized in the statute. Apart from such funds and except for the provisions set forth in subsection 10(k) of these General Terms and Conditions, Grant Funds and Miscellaneous Revenues, BSO will have no claim or right to any other monies or things of value that the CITY receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with law enforcement activities.
- b. The CITY and BSO do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair the CITY's right to the disposition of fines and forfeitures to which the CITY would be entitled, pursuant to Florida Statutes, Section 316.660 as may be amended from time to time, or as to proceeds and forfeitures arising under the sale or disposition of unclaimed property or under any statutory or common law proceeding to which the CITY would otherwise be entitled, except as limited herein.
- c. The CITY and BSO agree that BSO shall be responsible for determining whether asset forfeiture proceedings for property seized through the active participation of District personnel shall be initiated, except as otherwise indicated herein. Any state law forfeiture actions filed under Chapter 932, Florida Statutes, for property seized within the CITY through active participation of District personnel shall be initiated and managed by BSO, which shall have sole discretion to determine legal strategy and litigation resolution based upon the best interests of the CITY and BSO. Asset forfeitures seized utilizing Federal law will be managed pursuant to Federal Regulations. Awarded Federal forfeiture funds shall be equitably distributed by the applicable Task Force Memorandum of Understanding, less any costs as described in paragraph 9(h) herein, and any funds allocated for the City's share shall be deposited into the BSO's Federal Law Enforcement Trust Fund (hereinafter referred

to as the "Funds"). Such funds will be earmarked for BSO's use within the City as provided under federal law.

- d. BSO agrees that any currency seized through active participation of the District's personnel, pursuant to Chapter 932 of the Florida Statutes, and subsequently forfeited solely to BSO, shall be deposited into the City's Law Enforcement Trust Fund established by the CITY, less any costs as described in paragraph 10(h) herein. If multiple law enforcement agencies participated in the seizure in the City and the City is not a part of a task force agreement covering the distribution of awarded fund, the amount of funds distributed to CITY shall be based upon the ratio that the District's personnel's participation bears to the participation of all law enforcement agencies and units that participated in the seizure of the currency/property; otherwise the amount of funds distributed to the City will be based upon the task force agreement. The Funds shall be and shall always remain in the ownership of the CITY, and BSO shall not have any right to ownership and control of such Funds, except as to custody of federal asset sharing funds held for City's access and use when mandated by federal law. During the term of this Agreement, such Funds may be earmarked for the BSO's use within the confines of the City, upon approval of the CITY as follows:
 1. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the City Manager, BSO may apply to the CITY for the use of state Funds, for use within the boundaries of the CITY, if such application is in compliance with Florida Statutes.
 2. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the City Manager, BSO may apply to the County for the use of Federal Funds, for use within the boundaries of the CITY, if such application is in compliance with Federal regulations.
 3. The District Chief shall first submit the request to the BSO's legal counsel for a determination as to whether the request complies with applicable law. If the BSO's legal counsel finds that the request complies with applicable law, the District Chief shall then submit the request, accompanied by a written certification that the request complies with the provisions of §932.7055(4) Florida Statutes, or Federal Regulations to the City Manager and/or County Commission as applicable.
 4. If the request and accompanied written certification are acceptable to the City Manager, the City Manager may place the request and written certification on the agenda for the City Commission's consideration.
 5. Upon appropriation, such funds shall be made available to BSO for its designated use within the confines of the City. The City shall transfer ownership of any personal property purchased with the Funds to BSO for exclusive use within the District.

- e. The parties agree that the decision to dispose of or use personal property, other than currency, seized through active participation of the District personnel and subsequently forfeited solely to the CITY under Chapter 932, Florida Statutes, shall be in the sole discretion of the CITY.
1. If the CITY decides to use personal property, other than currency, forfeited to the CITY under Chapter 932, Florida Statutes, the City shall reimburse BSO for any costs, as described in paragraph 9(h), below, incurred in the seizure and forfeiture of such property.
 2. BSO shall annually invoice the CITY for all actual costs incurred by BSO in the forfeiture action including, but not limited to, filing fees and advertising costs, and the CITY shall have forty-five (45) calendar days to pay such invoice. BSO shall submit the annual invoice to the CITY on or before September 30th of each fiscal year.
 3. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the City Manager, BSO may apply to the CITY to use such personal property either within or outside the CITY, and if approved by the CITY, BSO may use such personal property in accordance with such approval, however BSO shall then be responsible for all costs incurred in the forfeiture of that personal property.
 4. In the event BSO disposes of the property prior to termination of this Agreement, BSO shall allocate the net proceeds from the disposition to the CITY's Law Enforcement Trust Fund.
 5. In the event that this Agreement is terminated and such property is still in use by BSO within or outside the CITY, such property shall be turned over to the CITY.
 6. If the CITY decides to dispose of personal property, other than currency, forfeited to the CITY under Chapter 932, Florida Statutes, or federal law, proceeds of the sale of such property, less costs as described in paragraph 10(h) herein, shall be deposited in the CITY's Law Enforcement Trust Fund, or held by BSO for City's account and use as required by federal law. Proceeds from the sale of property deposited in the CITY's Law Enforcement Trust Fund, or held by BSO for City's account and use as required by federal law, may be designated for BSO's use within the confines of the City, in the same manner as provided in subsection 10(d) above.
 7. If the personal property is approved by the CITY for use by BSO outside of the City boundaries, BSO will promptly notify the City Manager of such use.
- f. BSO agrees to notify the CITY of its intent to initiate forfeiture proceedings involving real property seized solely by District staff, prior to the filing of a Complaint for Forfeiture. The CITY shall notify BSO within five (5) business days of any objections it has related to the impending forfeiture proceeding. In the event, the parties are unable to reach a mutually

agreed upon decision, the final decision to proceed shall be made by the CITY. The parties agree that the decision to use or dispose of real property seized within the CITY, through active participation of the District's personnel, and subsequently forfeited solely to the District pursuant to Chapter 932, Florida Statutes, shall be in the absolute and sole discretion of the CITY.

1. If the CITY decides to dispose of such real property, proceeds from the sale of the real property shall be deposited into the CITY's Law Enforcement Trust Fund, less any loans, mortgages, liens, costs (as described in subsection 10(h) herein, below) or any other encumbrance on the property incurred by BSO in the seizure, forfeiture, or sale of such property. Proceeds from the sale of real property deposited in the CITY's Law Enforcement Trust Fund may be designated for BSO's use within the confines of the City, in the same manner as provided in subsection 10(d), above.
 2. If the CITY decides to use such real property, the City shall reimburse BSO for any loans, mortgages, liens, costs (as described in paragraph 10(h), below) or any other encumbrance on the property incurred by BSO in the seizure and forfeiture of such property. However, prior to filing a forfeiture complaint for real property seized within the CITY, BSO's legal staff shall first consult with CITY's legal advisor for authorization to proceed with the forfeiture due to the potential for excessive costs to the CITY from mortgages, liens or other encumbrances on the real property. CITY shall provide BSO with a filing decision on the prospective forfeiture within three (3) working days after obtaining all relevant information from BSO required to adequately evaluate the equity of the seized real property, including, but not limited to, the value of the property and any liens thereon.
 - i. BSO shall invoice the CITY for all actual costs incurred by BSO in the forfeiture action, and the CITY shall have thirty (30) days to pay such invoice.
 - ii. BSO may apply to the CITY to use such real property, and if approved, BSO may use such real property in accordance with such approval.
 - iii. In the event that this Agreement is terminated and such property is still in use by BSO, such property shall be turned over to the CITY.
- g. In the event that real or personal property is seized through active participation of District personnel and the active participation of personnel from other law enforcement agencies, and such property is forfeited to multiple law enforcement agencies pursuant to Chapter 932, Florida Statutes, or federal law, the decision to use or dispose of such property shall be made by agreement of the participating agencies. If such property is sold, the CITY's share of the proceeds of such sale, less costs (governed by applicable task force MOU, or if none, as defined in Section 10(h)) incurred in the seizure, forfeiture, and sale of such property, shall be based upon the ratio that the District's personnel's participation bears to

the participation of all law enforcement agencies and units that participated in the seizure of the property. The City's share of proceeds from the sale of such property shall be deposited into the CITY's Law Enforcement Trust Fund, and may be earmarked for BSO's use, in the same manner as provided in subsection 10(d), above.

- h. Any costs incurred in the seizure, forfeiture, or sale of personal or real property seized within the CITY, through active participation of the District personnel and subsequently forfeited shall be paid by the CITY or reimbursed to BSO, in the following priority:
 - 1. Payment of the balance due on any lien on personal or real property preserved by the court in the forfeiture proceedings.
 - 2. Payment of the cost incurred in connection with the storage, maintenance, security, forfeiture proceeding (i.e. court costs, publication costs) and sale of such property.
- i. BSO shall, on a quarterly basis, supply the CITY with a written report of the above-described fines and forfeitures. The report(s) shall include a description and estimate of value of properties seized under the laws of the State of Florida, whether or not disposition thereof has been adjudicated. Moreover, the report(s) shall be amended, from time to time, by reflecting the ultimate disposition of property described in an earlier report(s), and such amendatory report(s) shall be submitted to the CITY within thirty (30) days of the ultimate adjudication with regard to the seizure of the property.
- j. CITY shall be responsible to meet all reporting requirements for all State forfeiture proceeds under federal and state law, and BSO shall provide all necessary information pertaining to same to CITY in a timely manner for such purpose. BSO shall also provide technical assistance to CITY staff if requested with regard to the reporting procedure
- k. Grant funds and miscellaneous revenues. BSO shall cooperate with the CITY and, to the extent allowable by law, act as the law enforcement agent on behalf of the CITY in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The CITY will make these funds available to the BSO to carry out the intent of the grant program as approved by the granting agency and the CITY. Except as otherwise set forth herein, it is understood by both parties that all revenues currently received by the CITY as a result of law enforcement activities shall continue to be received by the CITY as previously mentioned herein or as may be added in the future. This shall include, but not be limited to, towing fees per the CITY'S current agreement.

9. **TOWING.**

9.1 City Agreement with Local Towing Vendor. It is recognized that the CITY may enter into a towing agreement with a local vendor. From time to time, BSO, through its agents or employees,

investigates traffic cases and/or fatalities which require stringent custodial procedures where criminal evidence is involved. If the CITY enters into a towing agreement with a local vendor, BSO will honor the CITY's agreement for tows occurring within the municipal boundaries of the CITY; provided however, that the vendor meets all of BSO's specifications with regards to maintaining criminal evidence in the above described cases; BSO vehicles assigned to the CITY or in need of towing within the CITY are towed by the vendor at no cost to BSO; vendor provides towing and storage services for property with evidentiary/investigative holds at no cost to BSO and the owner; and the vendor lists BSO as an additional insured on insurance policies meeting the specifications of BSO's Risk Administrator.

9.2 BSO Reservation of Right. BSO reserves the right to use another vendor to tow if the CITY's vendor fails to comply with the BSO specifications, refuses to tow BSO vehicles as described above at no cost, or fails to list BSO as an additional insured. Further, BSO also reserves the right to continue to use towing services other than those of the CITY's vendor with regards to all confiscations/forfeiture cases occurring within the CITY.

9.3 BSO Annual Credit to City. On an annual basis, BSO shall provide the CITY with a credit equal to the amount of total revenues received by BSO from towing services provided within the CITY.

10. INSURANCE.

10.1 BSO Continuing Insurance Obligation. BSO shall maintain liability and automobile insurance policies in the amounts set forth below:

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

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

10.2 Self-Insurance. BSO may provide the insurance required in this Section through a self-insurance program.

10.3 City Insurance Obligation. The CITY shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General Liability and Fire and Casualty coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the CITY and BSO in the event of claims related to the Facilities or damage/destruction of Facilities.

11. **DEFAULT.**

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

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

11.1.2 **Performance of Services.** Failure of BSO to perform the Law Enforcement Services as required herein at any time during the Term; or

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

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

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

11.2.1 **Terminate this Agreement pursuant to Section 14 herein; or**

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

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

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

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

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

Interest and Late Charges. Any payments due hereunder, whether for Consideration, rents, taxes, utilities, insurance or any other obligations, overdue for more than ten (10) days shall bear interest

from the date due at the lesser of eighteen percent (18%) or the maximum legal rate permitted by Applicable Law. In addition, the Defaulting Party shall pay for the Non-Defaulting Party's administrative and collection expenses incurred in connection therewith, and not as interest, a late charge equal to five percent (5%) of the amount overdue. The terms of this paragraph shall also apply to BSO's payment obligations under this Agreement.

12. **TERMINATION.**

12.1 **Termination and Notice.** Either party may terminate this Agreement at its discretion either with or without cause, by giving written notice thereof to the other party; provided the other party has no less than ninety (90) days prior written notice of such termination. At the expiration of the ninety (90) day notice period as described in the preceding provision, the transition period as set forth in subsection C of this Section 13 shall commence.

12.2 **Termination for Material Breach and Cure.** In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have ten (10) days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Agreement immediately, subject to the transition period in 15.3 of this Agreement. A material breach shall include (a) the CITY's failure to make payment of Consideration in accordance Section 8 of this Agreement, or (b) BSO failure to perform the law enforcement services set forth in the Scope of Law Enforcement Services, attached as Exhibit A of this Agreement, or (c) BSO's failure to provide any documents, data, detailed accounting information required under this Agreement, or (d) either violations of Governing Standards, local or federal laws, the BSO policies and procedures, or the terms and conditions of this Agreement.

12.3 **Transition upon Termination.** In the event of the termination or expiration hereof, BSO and the CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition and to maintain during such period of transition the same high quality Law Enforcement Services otherwise afforded to the residents of the CITY pursuant to the terms hereof. In the event of such termination or expiration and in the further event that the CITY is unable to provide the same level of service through its own department at the time of such termination or expiration, the then pending term of this Agreement shall automatically extend upon the same terms and conditions set forth herein for the shorter of (a) twelve (12) months, or (b) at least one hundred eighty (180) days after BSO's receipt of the CITY's written notice that it is capable of providing adequate law enforcement services. The consideration to be paid to the SHERIFF during the transition period shall be based upon the actual cost of providing such services during the transition period at the level of staffing determined reasonably necessary by BSO.

12.4 **Equipment and Vehicles.** Upon termination of this Agreement, BSO shall return to the CITY, without cost or charge to the CITY all of the items of equipment and personal property purchased solely by CITY and transferred to BSO, including without limit, the P25 Radios and Body Worn Cameras, which equipment and personal property are described in the Equipment and Vehicles List attached to the Agreement as Exhibit D. The Parties agree that any dispute concerning the value and condition of any item identified and described in the Equipment List to be returned to the CITY shall be settled

upon the opinion of a mutually agreed upon qualified independent appraiser, whose opinion shall be final and conclusive concerning valuation of the item(s).

13. INDEMNIFICATION.

The CITY and the BSO shall each be separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under this Agreement.

13.1 Indemnification in Favor of BSO. To the extent permitted by law, the CITY shall indemnify, defend, and hold harmless, and at the option of BSO's counsel, defend or pay for an attorney selected by BSO's counsel to defend the 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 CITY, its employees, agents, or servants and the CITY shall indemnify the BSO, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the BSO, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of the CITY, its employees, agents, or servants. For purposes of this provision, the CITY's employees shall not be deemed agents or servants of the BSO and the BSO's employees shall not be deemed agents or servants of the CITY. The CITY shall at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity. This covenant and agreement of the CITY shall survive the expiration or earlier termination of this Agreement

13.2 Indemnification in Favor of City. To the extent permitted by law, the BSO shall indemnify, defend, and hold harmless, and at the option of the CITY, defend or pay for an attorney selected by City Attorney to defend the CITY, 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 BSO, its employees, agents, servants and the BSO shall indemnify the CITY, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the CITY, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of the BSO, its employees, agents, or servants. For purposes of this provision, the CITY's employees shall not be deemed agents or servants of the BSO and the BSO's employees shall not be deemed agents or servants of the CITY. The BSO shall at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity. This covenant and agreement of BSO shall survive the expiration or earlier termination of this Agreement

14. NO CONTRACTOR RELATIONSHIP.

14.1 Independent Contractor Status. The CITY hereby retains BSO as an independent contractor to provide the services to the CITY as set forth in the Scope of Law Enforcement Services, attached to Exhibit A of this Agreement, subject to the terms and conditions of this Agreement. As an independent contractor, BSO shall have discretion and operational oversight regarding the manner and means in which the Law Enforcement Services will be provided to the CITY, unless otherwise provided herein. Notwithstanding BSO's independent contractor status hereunder, BSO and the District Employees shall have the power and authority granted by the CITY pursuant to Section 5 of this Agreement.

15. **NO PARTNERSHIP.**

15.1 No Employment, Joint Venture, Partnership or Agency Relationship. The relationship between the CITY and BSO shall be solely as set forth herein. Neither party shall be deemed the employee, agent, partner or joint venture relationship with or of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other or to do any other thing on behalf of the other, except as specifically set forth herein. Neither the CITY nor BSO will have or attempt to exercise any control or direction over the methods used by the other the Law Enforcement Services required under this Agreement. The respective employees, agents and representatives of each of the CITY and BSO shall remain each respective party's own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from the other. The CITY and BSO understand and agree that each shall assume full responsibility for their own respective compliance with any and all Applicable Laws.

16. **REPRESENTATIONS AND WARRANTIES OF CITY.**

16.1 Warranties by the CITY. The CITY represents, warrants and covenants to BSO as of the date of this Agreement, and throughout the Term the following:

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

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

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

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

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

17. REPRESENTATIONS AND WARRANTIES OF BSO.

17.1 Warranties by the BSO. BSO represents, warrants and covenants as of the date hereof and throughout the term of this Agreement the following:

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

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

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

17.1.4 BSO has complied and shall comply with all Applicable Laws relating to the performance of the Services and the employment of the District Employees.

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

17.2 No Modification or Set-Off. The parties recognize that neither party has the right to modify the terms and conditions of this Agreement (i.e. staffing, consideration), unless such modification is mutually agreed upon through a formal written amendment. Additionally, neither party shall have the right of setoff nor the right to reduce its contractual obligation to the other party by amounts in dispute absent a mutual written agreement of the parties, except as otherwise provided herein.

18. **INTERPRETATION.**

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

19. **ACCOUNTING TERMS.**

19.1 Applicable Accounting Principles. All references in this Agreement to Generally Accepted Accounting Principles (GAAP) shall refer to the common set of generally accepted accounting principles, standards, and procedures in the United States of America that public agencies and private companies and their accountants must follow when they compile their financial statements. All accounting terms used herein without definition shall be used as defined under GAAP.

20. **CROSS REFERENCES.**

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

21. **MUTUAL DRAFTING.**

The parties acknowledge and agree that the drafting of this Agreement is a mutual effort among the parties and their legal counsel and that this Agreement is not to be construed against any party or group of parties as the drafter.

22. **NOTICE.**

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

CITY: c/o Mayor
Lauderdale Lakes City Hall
4300 NW 36th Street
Lauderdale Lakes, FL 33319

CITY: c/o City Manager
Lauderdale Lakes City Hall
4300 NW 36th Street
Lauderdale Lakes, FL 33319

CITY: c/o City Attorney
Lauderdale Lakes City Hall
4300 NW 36th Street
Lauderdale Lakes, FL 33319

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

BSO: Office of General Counsel
Broward County Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, FL 33312

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

23. **NON-ASSIGNABILITY.**

Neither party shall assign any of its obligations or benefits imposed hereby or contained herein, except upon the prior written consent of the other party. A Resolution duly passed by the City Commission shall be the sole evidence of the CITY's consent.

24. **NO THIRD PARTY BENEFICIARIES.**

The Parties understand and agree that all term and conditions of this Agreement are for the sole benefit of the Parties and their successors and permitted assigns, and such terms and conditions shall not be construed to confer any rights to any third party (including any third party beneficiary rights).

25. **TIME OF THE ESSENCE.**

The parties acknowledge and agree that time shall be of the essence as to each party's respective performance and compliance with the terms and conditions that are set forth in this Agreement.

26. **ENTIRE AGREEMENT.**

This Agreement together with Exhibits A, B, C, D, and any subsequent written amendment or addendum duly executed by the parties constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to this subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty not set forth in this Agreement.

This Agreement may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

27. **APPLICABLE LAW.**

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

28. **WAIVER OF RIGHTS.**

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

29. **SEPARABILITY.**

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

30. **WAIVER.**

No delay in exercising or omission of the right to exercise any right or power by any party to this Agreement shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by either party to or of any act of the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. Payment or receipt of a lesser amount than that due hereunder shall not be deemed to be other than on account of the earliest amount due hereunder. Any endorsement or statement on any check or letter accompanying any check shall not be deemed an accord and satisfaction and the receiving party may accept and negotiate such check or payment without prejudice to that party's right to recover the balance of the full amount due or pursue any other remedy available hereunder.

1. **DISPUTE RESOLUTION**

- a. If the parties have any disagreement, dispute, breach or claim of breach, non-performance, or repudiation arising from, related to or in connection with this Agreement, including but not limited to either party's failure or alleged failure to comply with any of the provisions of this Agreement (the "Dispute"), the parties will follow the dispute resolution procedures set forth in this Section 31, it being agreed that for purposes of this Article, any reference to a particular representative of a party will also be deemed to include such particular representative's duly authorized successor or designee and such other persons as each party deems appropriate.
- b. A party will provide written notice to the other party of a Dispute. Within five (5) business days of the giving of such notice of a Dispute, the District Chief or designated Captain and the City Manager will conduct a meeting to attempt to resolve the matter.
- c. If the District Chief or designated Captain and the City Manager are unable to reach resolution at the meeting prescribed in Section 31(b) above, then within five (5) business days after such meeting, the Department of Law Enforcement, Executive Director or designee and the City Manager will meet and attempt to resolve the matter.
- d. If the Department of Law Enforcement, Executive Director or designee and the City Manager are unable to reach resolution at the meeting prescribed in subsection (c) of this Section 31 above, then within five (5) business days after the meeting or as otherwise agreed, the Sheriff and the City Mayor will meet and attempt to resolve all pending matters in dispute. The parties acknowledge that any agreement reached under this subsection may require subsequent approval by the City Commission and the Sheriff.
- e. Each party will bear its own expenses and attorneys fees (if any) in connection with the dispute resolution procedure provided above.
- f. If the parties are unable to resolve the Dispute after following the procedures set forth in this Section 31, then, subject to the limitations otherwise provided for in this Agreement, the parties are entitled to pursue all their remedies at law and in equity, and may engage

in other dispute resolution procedure such as mediation and/or arbitration upon agreement of the parties.

EXHIBIT B

SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions have been agreed upon by and between the CITY and BSO:

CITY:	City of Lauderdale Lakes
EFFECTIVE DATE:	October 1, 2025
TERM:	<i>See Section 2, General Conditions, (Exhibit B)</i>
RENEWAL OPTION:	<i>See Section 2, General Conditions, (Exhibit B)</i>
STATION ADDRESS:	3461 NW 43 Avenue Lauderdale Lakes, FL 33319
TOTAL STAFFING:	Utilizing the staffing structure as provided below, BSO shall provide the CITY with the following level of staffing: 80 Hour (bi-weekly) Compliment (Days, Administration and Fire Marshal's Bureau) District Chief 1 Administrative Specialist 1 Fire Prevention Officer, Lieutenant or Captain 1 Fire Safety Inspector 2 96 Hour (bi-weekly) Compliment (Shift) Battalion Chief 1 Captain 4 Lieutenant 9 Driver Engineer 4 FF/PM 25 Total Personnel 48
VEHICLE AND STAFFING STRUCTURE:	Suppression Apparatus (Aerial or Engine) One (1) company officer (Captain) Firefighter Paramedic One (1) Driver Engineer

	One (1) Firefighter Paramedic* <u>Two (2) ALS Rescue Transport:</u> One (1) Company Officer (Lieutenant) Firefighter Paramedic Two (2) Fire Fighter Paramedics* *Select personnel may be firefighter/EMT/paramedic
NOTICE CITY ADDRESS:	<i>See Section 23, General Conditions (Exhibit B)</i>
CITY SPECIFIC ADDITIONAL SERVICES:	See Scope of Services (Exhibit A) It is the intent of the BSO and the CITY to work toward more cost effective delivery of fire and rescue services, including, but not limited to, the creation of a regional fire rescue delivery service area and joint municipality service areas. It is understood by the parties that the cost savings resulting from realized efficiencies will be passed on to CITY without any degradation of fire rescue services. BSO and CITY agree that when the opportunities for funding additional cross trained personnel to either or both ALS transport ambulances ("3rds on Rescues) exist, this Agreement may be amended to reflect those changes and approval of such amendments shall not be unreasonably withheld by either party. BSO shall bill for and collect revenues from patients requiring medical transportation and remit such revenue to the CITY on a monthly basis based on the adopted fee structure of the CITY less the cost incurred by BSO in the billing and collection of such revenue. BSO shall provide one (1) dedicated reserve standard ALS rescue/transport vehicle as available, stationed within the CITY, for use as a replacement vehicle during times a regular vehicle is out of service due to repairs or maintenance. This apparatus shall be stationed in the CITY, as described in this section. In the event that an additional reserve vehicle is needed, the BSO shall provide the additional reserve vehicle, at no additional cost to the CITY; BSO shall provide one (1) reserve fire apparatus (engine), as available, stationed within the CITY, for use as a replacement vehicle during times a regular vehicle is out of service due to repairs or maintenance, which shall be stationed in the CITY,

	as described in this section. In the event that an additional reserve vehicle is needed, the BSO shall provide the additional reserve vehicle, at no additional cost to the CITY. BSO shall provide, subject to funding, a comprehensive Juvenile Firesetter Program.
CONSIDERATION: FY 25/26 Consideration for all General and City Specific Services	<i>\$12,385,314</i>

EXHIBIT B

SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions have been agreed upon by and between the CITY and SHERIFF OF BROWARD COUNTY (BSO):

CITY:	City of Lauderdale Lakes, a Florida municipal corporation		
EFFECTIVE DATE OF AGREEMENT	October 1, 2025		
FIRST YEAR:	October 1, 2025 – September 30, 2026		
TERM:	October 1, 2025 – September 30, 2030		
RENEWAL OPTION:	Renewable for one (1), five (5) year term upon the City and BSO agreeing to such renewal and the terms and conditions thereto.		
POLICE STAFFING STRUCTURE:	Position		
	Position		
	Executive Lieutenant		1
	Lieutenant		1
	Sergeant		5
	Deputy Sheriff		39
	Motorcycle Deputy		2
	Community Service Aide		2
	Crime Analyst		1
	Total Contract Services Personnel		50
	COPS Grant Deputy Sheriffs		2
	Utilizing the personnel above, the District Chief shall have the responsibility to staff positions as appropriate, including Criminal Investigations, Selective Enforcement Team, and School Resource Deputies, in the best interest of the District.		
	Upon the expiration of the COPS Grant, the two deputy sheriff positions will be added into the General Fund Staffing complement, which CITY shall fund. A revised Exhibit B will be provided to the CITY with the revised staffing levels and revised consideration.		

POLICE CONSIDERATION: Fiscal Year 2025/2026	\$11,478,467
POLICE HEADQUARTERS ADDRESS:	200 Northwest 27 th Ave. Ft. Lauderdale, FL 33311
POLICE/CODE SUBSTATION ADDRESS:	4300 Northwest 36 th Street Lauderdale Lakes, FL 33319
CODE ENFORCEMENT:	NO
FUEL SITE:	NO
NOTICE CITY ADDRESS:	CITY: c/o Mayor Lauderdale Lakes City Hall 4300 Northwest 36th Street Lauderdale Lakes, FL 33319 CITY: c/o City Manager Lauderdale Lakes City Hall 4300 Northwest 36th Street Lauderdale Lakes, FL 33319 CITY: c/o City Attorney Lauderdale Lakes City Hall 4300 Northwest 36th Street Lauderdale Lakes, FL 33319
Additional Services	<u>Law Enforcement</u> A Criminal Investigations Unit shall conduct the necessary investigations of criminal activity with the CITY. The Criminal Investigative Unit's caseload responsibility will be determined by the District Police Chief or the Police Chief's designee. The District Criminal Investigations Unit is a specialized assignment with the CITY for particular investigations. The Unit shall not operate in the traditional shift structure. The on-duty status of the Unit will be determined by the District Police Chief or the Police Chief's designee subject to applicable labor guidelines. During the term of this Agreement, the information desk at the City Hall will be staffed by a CSA on agreed upon days and hours and in the absence of the CSA, BSO will make a good faith effort to staff the front desk with volunteers.

City Sponsored Events	Law enforcement coverage at some City Sponsored Events are included in the annual consideration. SHERIFF deputies will provide up to 140 hours of service at City sponsored events as agreed upon by the City Manager and District Chief.
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EXHIBIT A

SCOPE OF EMERGENCY MEDICAL, FIRE PROTECTION AND FIRE PREVENTION SERVICES

1. Provision for Comprehensive Services. In accordance with the Agreement, BSO shall provide comprehensive Emergency Medical, Fire Protection and Fire Prevention Services within the municipal boundaries of the CITY which includes those services as are (a) customarily rendered by municipal fire departments or BSO, and (b) required to be performed under all applicable Laws or CITY Ordinances, excepting in the event that any subsequent modification or adoption of an Ordinance or Law results in additional costs to BSO in which case the CITY and BSO will negotiate in good faith to address the increased costs.

2. Prohibited Use of Third Party Contractor. BSO shall not utilize a third party provider for the provision of any services required to be performed under this Agreement unless first approved by the CITY in its sole and absolute discretion.

3. Provision for Fire Rescue Services. BSO fire rescue services are comprised of direct services, indirect services, special detail services and countywide services, which are defined as follows:

- a. "Direct Services" shall mean those services that are provided by the District Fire Employees.
- b. "Indirect Services" shall mean those BSO services that are provided by Non-District Fire Employees, which are centralized within BSO, but provide benefits throughout Broward County, including the CITY.
- c. "Special Detail Services" shall mean those services that may be offered by BSO to public and private entities through a separate contract for the services of BSO's fire/rescue personnel during off-duty hours.
- d. "Countywide Services" shall mean those services that are funded by Broward County Government as a countywide service and provided by BSO to any and all Broward County fire/rescue agencies (irrespective of whether they have an agreement with BSO) that requests such service.

4. Direct Services. The Fire Rescue Services which shall be provided under the Agreement are set forth and described as follows:

4.1 Direct Emergency Medical Services;

- 4.1.1 BSO shall provide emergency medical services to the CITY on a twenty-four (24) hour, seven (7) days per week basis during the term of this Agreement through the use of apparatus and personnel set forth in Exhibit A, Special terms and Conditions.

- 4.1.2 The CITY currently possesses, and shall maintain throughout the term of this Agreement, a Class I-ALS Rescue Certificate of Public Convenience and Necessity ("CON") under which BSO operates in providing fire rescue and emergency medical services pursuant to the terms and conditions of this Agreement. BSO will maintain the appropriate State of Florida licensure to enable BSO to provide advanced life support services, as well as basic life support services, to patients upon arrival at emergency scenes requiring immediate emergency medical care.
- 4.1.3 BSO shall provide emergency medical transportation for all patients requiring transportation to an appropriate hospital emergency department. BSO shall transport patients to the nearest appropriate receiving facility in accordance with adopted medical protocols and at the discretion of the paramedic.
- 4.1.4 BSO shall, during the term of this Agreement, provide for and maintain the requisite training and certification of BSO's paramedics providing service under this Agreement.
- 4.1.5 BSO shall, during the term of this Agreement, provide for and maintain the requisite provide medical control and oversight of its all personnel providing service under this Agreement through the use of a comprehensive continuous quality improvement program as such is set forth and described in Florida Statutes, Chapter 401 (2019).

4.2 Direct Fire Protection Services

- 4.2.1 BSO shall provide fire protection services to the CITY on a twenty-four (24) hour, seven (7) days per week basis during the term of this Agreement through the use of apparatus and personnel set forth in Exhibit B, Special terms and Conditions.
- 4.2.2 BSO shall, during the term of this Agreement, provide for and maintain the requisite training and certification of BSO's fire fighters providing service under this Agreement.
- 4.2.3 BSO shall make a good faith effort to provide Fire Company pre-fire plan evaluations of required occupancies as well as hydrant testing and inspection in accordance with ISO and related departmental standards, designed to reduce the risk of property damage, injury, or loss of life from fire.

- 4.2.4 BSO shall provide Unified Incident Command at the scene of all significant and relative incidents within the CITY for the purpose of maintaining continuity in care, communication and mitigation of hazards.

4.3 Direct Fire Prevention Services

- 4.3.1 BSO will provide Fire Prevention Services (“Fire Prevention Services”) to the CITY with the personnel specifically described in Exhibit A, Special Terms and Conditions. The Fire Prevention Services shall include without limit fire plan review, new construction inspections, annual fire inspection, fire and arson investigation and enforcement of all applicable statutes and codes.
- 4.3.2 BSO shall provide, as funded by the CITY, all vehicles, equipment and personnel to perform Fire Prevention Services.
- 4.3.3 BSO shall perform all annual inspections of multi-family residential and commercial properties required to be inspected in accordance with the Florida Fire Prevention Code and the Broward County Local Fire Code amendment. The CITY shall be responsible for the billing and collection of such services.

4.4 Other Direct Services

- 4.4.1 BSO shall provide public education programs, subject to funding, through personnel assigned to the CITY, designed to reduce the risk of property damage, injury, or loss of life from fire.
- 4.4.2 BSO shall provide a functional computerized fire rescue and emergency medical Records/Information Management System for the purpose of tracking incident information for the CITY required reports and providing billing information for emergency medical calls for BSO’s contracted billing agency.
- 4.4.3 BSO shall provide joint fire and emergency medical training with surrounding municipal departments in an effort to develop close working relationships with mutual/automatic aid providers. Such training should be designed as to reduce the risk of property damage, injury, or loss of life from fire or other emergency medical incidents.
- 4.4.4 BSO shall create and or maintain close working relationships with hospital districts especially Florida Medical Center located within the CITY limits.

4.4.5 Upon request by the CITY, and subject to availability of staff, BSO shall provide representation at regularly scheduled Homeowners Association meetings when requested.

4.4.6 BSO shall maintain a Medical Director as required under Chapter 401, Florida Statutes (2019), who shall act as the Medical Director for all BSO's fire rescue service areas throughout the term of this Agreement.

5. INDIRECT SERVICES. The CITY shall receive the benefit of the following indirect services associated with fire rescue by virtue of this Agreement with BSO, which costs are allocated to this Agreement and included in the consideration set forth in Exhibit "A":

- 5.1 Administration;
- 5.2 Budget;
- 5.3 Central Supply;
- 5.4 Compensation and Assessment;
- 5.5 Employee Assistance Program;
- 5.6 Employee Benefits;
- 5.7 Information Technology Division;
- 5.8 Equal Employment Opportunity Division;
- 5.9 Community Services (Media Relations and Public Relations);
- 5.10 Finance;
- 5.11 Fleet Control;
- 5.12 Grants Management;
- 5.13 Human Resources;
- 5.14 Office of the General Counsel;
- 5.15 Labor Relations;
- 5.16 Purchasing;
- 5.17 Records;

- 5.18 Recruitment;
- 5.19 Regional Logistics Services;
- 5.20 Selection and Assessment;
- 5.21 Staffing Office; and

5.22 Any other services that meet the definition of Indirect Service as mutually agreed upon by BSO and the CITY.

The cost of indirect services are allocated to this Agreement and included in the consideration set forth in Exhibit "B".

6. SPECIAL DETAIL SERVICES FOR CITY EVENTS

6.1 Special Details for CITY Events. BSO's emergency medical and fire protection personnel shall be used to provide services at special events held within CITY, provided however that the District Chief, in his/her discretion, will determine whether the services can be provided through the on-duty staff assigned to the District or through a special detail. If in the District Chief's discretion, BSO is able to provide the required level of services with on-duty personnel within the District at the time of the event, the CITY will incur no additional costs associated with such services; however the CITY understands and acknowledges that the on-duty personnel may be called to an incident during the CITY sponsored event. For those City-Sponsored events in which the District Chief determines that BSO is unable to provide the required level of services with on-duty personnel within the District at the time of the event, BSO will provide the required level of services through a special detail and/or overtime and the CITY will be charged at BSO's special detail and/or overtime rates at the time of the event.

6.2 Payment for Special Details. Any and all special details requested by the CITY shall be paid based upon the terms and conditions of the CITY's permit filed with BSO's Special Details Unit.

7. COUNTYWIDE SERVICES

7.1 Countywide Services. In addition to the foregoing emergency medical, fire protection and fire prevention services, BSO shall provide the following specialized services to the CITY, consistent with service levels BSO concurrently renders to other agencies and municipalities that request such services, at no additional cost to the CITY (for any such ancillary service, that incurs cost, BSO has the right to bill any and all 3rd party groups such as insurance companies for cost recovery and BSO shall retain all funds recovered):

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

7.1.2 BSO shall provide air rescue services.

7.1.3 BSO shall provide technical rescue services with specially equipped and trained personnel for above grade/high angle and below grade rescues.

7.1.4 Any other services, excluding those indirect services listed, BSO normally provides to other fire rescue agencies throughout Broward County, whether they have a contract with BSO or not.

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

8. AUTOMATIC AID. BSO or the CITY shall not enter into any automatic aid agreements utilizing the personnel and/or equipment enumerated in this Agreement during the term of this Agreement without the mutual consent of both parties. BSO is, however, encouraged to participate in mutual aid agreements.

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

EXHIBIT A

SCOPE OF LAW ENFORCEMENT SERVICES

1. **Law Enforcement Services.** BSO shall provide to CITY for the term set forth in this Agreement, as the same may be extended in accordance with the provisions hereof, high quality competent professional law enforcement services on a twenty-four (24) hours, seven (7) days a week basis. The Parties agree that BSO uniformed deputies assigned to the District shall have as their primary duty the patrol of the District.

2. **Minimum Staffing.** Utilizing the staffing structure, as provided above, the District Police Chief shall provide minimum staffing within the CITY of five (5) Patrol Deputy Sheriffs per shift who shall patrol the CITY, each in a Patrol Unit, during a twenty-four (24) hour period, commencing and ending at midnight, unless there are sworn personnel assigned to the CITY on extended leave (i.e. FMLA, workers compensation). In the event there are sworn personnel assigned to the CITY on extended leave, the average number of sworn personnel provided shall be proportionately reduced based upon the number of sworn personnel on extended leave. The District Police Chief shall have the discretion to assign the Patrol Deputy Sheriffs to the appropriate Patrol Zone within the CITY in order to meet the law enforcement needs of the City. In the event the District Police Chief is unable to provide the minimum five (5) Patrol Deputy Sheriffs from the staffing structure set forth herein within a twenty-four (24) hour period, the District Police Chief shall provide immediate written notice to the CITY, and shall make every effort to provide temporary support to the CITY.

3. **General Description of Law Enforcement Services.** The law enforcement services to be provided by BSO to the CITY shall include all such professional services encompassing those duties and functions of the type and coming within the jurisdiction of and customarily rendered by municipal police departments and the Office of the Sheriff of Broward County, in accordance with this Agreement, which services shall also include the following:

- a. Uniform patrol;
- b. Special details management;
- c. Strategic intelligence functions;
- d. The use of the motor cycle patrol;
- e. Reserves and the sheriff's posse;
- f. Technical support;
- g. Street crimes enforcement;
- h. Regional narcotics investigations;
- i. Multi-agency gang task force operations;
- j. Victim services;
- k. Case filing;
- l. DUI enforcement;
- m. Marine/diver team;
- n. Canine deployment;
- o. SWAT team response;

- p. 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;
- q. Public education programs; and
- r. Drug enforcement and money laundering enforcement;

4. **City Commission Meetings.** The District Police Chief or designee will attend all City Commission meetings. At the request of the City Manager, an additional uniformed Deputy Sheriff(s) shall be available from existing staff to attend any regular and special City Commission meeting. Said Deputy Sheriff(s) shall be from the existing staffing complement as described in Section 4 of the Law Enforcement Services – General Conditions, attached as Exhibit C of the Agreement.

5. **Community Service Aide.** BSO will have a Community Service Aide assigned to the front desk at City Hall location at 4300 NW 36th Street, Lauderdale Lakes, FL, 33319 during the hours mutually agreed upon by the City Manager and the District Police Chief. Said Community Service Aide shall be from the existing staffing complement as described in Section 4 of the Law Enforcement Services – General Conditions, attached as Exhibit C of the Agreement. The Parties agree that the entrance to the lobby of City Hall will be opened between 8:00AM and 5:00PM on week days.

6. **Special Details.** BSO will provide special detail services for CITY sponsored events; however the District Chief, in his/her discretion, will determine whether the services can be provided through the on-duty staff assigned to the District or through a special detail. If in the District Chief's discretion, BSO is able to provide the required level of services with on-duty personnel within the District at the time of the event, the City will incur no additional costs associated with such services; however the CITY understands and acknowledges that the on-duty personnel may be called to an incident during the CITY sponsored event. For those City-Sponsored events in which the District Chief determines that BSO is unable to provide the required level of services with on-duty personnel within the District at the time of the event, BSO will provide the required level of services through a special detail and/or overtime and the CITY will be charged at BSO's special detail and/or overtime rates at the time of the event. The CITY authorizes BSO to act as public safety representative for the CITY in the permitting of special events. For non-CITY sponsored events, BSO and the sponsoring entity shall work out the terms and conditions of the special detail and all costs for such detail shall be borne by the sponsoring agency and not the CITY. ~~(No mention of the complimentary days or hours as promised)~~

7. **School Resources Deputies.** BSO shall provide the CITY with School Resource Deputies consistent with the BSO's contractual arrangement with the School Board of Broward County. School Resource Deputies shall report to the District Chief and shall be assigned to schools subject to City Commission approval. Any money paid to BSO from the School Board of Broward County for School Resource Deputies assigned to schools within the CITY shall be transferred to the CITY or credited to the CITY.

8. **HOA Meetings.** Upon the request of a homeowners' association, the District Police Chief or designee will attend the association's meeting.

9. **Auxiliary Services.** Upon request and availability, BSO shall additionally provide to the CITY, at no additional cost to the CITY, the following expertise, services, and facilities, which BSO would normally provide to other government agencies, (a) Full service crime lab; (b) Helicopter patrol and air rescue services; (c) Organized Crime Intelligence gathering activities and drug enforcement; (d) Prisoner and jail services.

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

11. **Indirect Services.** The CITY indirectly receives the benefit of the following services associated with law enforcement by virtue of this Agreement with BSO:

- a. Administration;
- b. Budget;
- c. Central Supply;
- d. Citizen Observer Patrol;
- e. Compensation and Assessment;
- f. Employee Assistance Program;
- g. Employee Benefits;
- h. Information Technology Division;
- i. Equal Employment Opportunity Division;
- j. Evidence;
- k. Department of Community Services (Media Relations, Public Relations and Crime Stoppers);
- l. Finance;
- m. Fleet Control;
- n. Grants Management;
- o. Human Resources;
- p. Institute for Criminal Justice Studies;
- q. Office of the General Counsel;
- r. Labor Relations;
- s. Purchasing;
- t. Records;
- u. Recruitment;
- v. Selection and Assessment, and;
- w. Victim Services.

The cost of indirect services are allocated to the CITY through the annual consideration paid pursuant to this Agreement.

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

SHERIFF shall provide notice to the CITY of any substantive change to the Countywide Services due to Broward County not fully funding the services or equipment as provided for under this section.

ADDITIONAL SERVICES:

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

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: No

Title

DISCUSSION REGARDING SUPPORTING THE MARKETING CAMPAIGN OF THE NEWLY ESTABLISHED CHAMBER OF COMMERCE COMMITTEE AND AN UPDATE ON THE OUTCOMES OF THE INAUGURAL CHAMBER BREAKFAST HELD ON SEPTEMBER 25, 2025 (6:00 P.M. TIME CERTAIN)

Summary

This is a discussion regarding a request for financial and/or in-kind support from the City Commission in moving forward with the plans set by the newly formed Lauderdale Lakes Chamber of Commerce.

Staff Recommendation

Background:

Established in July 2025, the Lauderdale Lakes Chamber of Commerce was founded by a nine-member board of directors composed of local business owners. This founding board was instrumental in drafting the chamber's foundational bylaws and crafting the strategic roadmap to guide its successful launch and long-term sustainability.

Summary of Program:

The "Shop Lauderdale Lakes" initiative is designed to boost revenue for local businesses, highlight the value of shopping within the community, and expand membership in the Lauderdale Lakes Chamber of Commerce.

Promotional Strategy: A city-wide rollout of branded materials will reinforce the campaign's message and the Chamber's mission of *Growing Business, Strengthening Community*. Promotional assets include:

- Eye-catching signage across the city
- Flyers, posters, and decals for local distribution
- Feather flags and yard signs for high-visibility areas
- Digital outreach through social media and online platforms

Target Audience:

- Over 13,000 households in Lauderdale Lakes
- The city's dynamic and diverse business community

Interactive Feature: A central element of the campaign is the integration of QR codes on all printed materials. These codes will direct users to a dedicated "Shop Lauderdale Lakes" landing page hosted on the Chamber's website, offering easy access to business listings, promotions, and membership opportunities.

Budget breakdown:

Promotional Item	Cost
10 Corrugated Signs (4x6)	\$672.54
10 Wooden Frames (for 4x6 signage)	\$1,500.00
30 Yard Signs (18x24, double-sided)	\$247.04
10 Feather Flags (medium, with pole/spike)	\$1,070.00
15,000 Flyers (4x6, distributed to all 13,032 households)	\$612.00
Flyer mailings (13032@ 0.247)	\$3,218.90
500 Posters (12x18)	\$266.25
1,000 Business Decals	\$757.50
Total Sponsorship Requested	\$8,344.23

Funding Source:

Economic Development Services

Fiscal Impact:

Sponsor Name/Department: Vielka Buchanan, Economic Development Manager and Ericka Lockett, Director of Parks and Human Service

Meeting Date: 11/10/2025

ATTACHMENTS:

Description		Type
☐	Chamber Proposal	Backup Material
☐	Membership Categories	Backup Material
☐	Answers to Questions	Backup Material



Mayor Veronica Edwards Phillips
Vice Mayor & Commissioners
City of Lauderdale Lakes

Re: Sponsorship Request – ***Shop Lauderdale Lakes: Local Spending, Local Prosperity***

Dear Madam Mayor, Vice Mayor, and Commissioners,

On behalf of the Lauderdale Lakes Chamber of Commerce, I wish to thank you for your continued commitment to strengthening our business community and empowering local residents.

We are excited to launch a year-round initiative entitled ***Shop Lauderdale Lakes: Local Spending, Local Prosperity***. This campaign will encourage residents to support our local businesses, build community pride, and drive economic growth right here in the City of Lauderdale Lakes.

About the Campaign

- Objectives: Increase sales for local businesses, raise awareness about the benefits of shopping local, and grow Chamber membership.
- Audience: 13,000+ Lauderdale Lakes households and the city's vibrant business community.
- Promotion Tools: City-wide signage, flyers, posters, decals, feather flags, yard signs, and digital promotion — all branded under the campaign slogan and the Chamber's vision of *Growing Business, Strengthening Community*.
- Measurement: Success will be tracked by increased foot traffic, coupon redemptions, Chamber membership growth, and social media reach.

QR Code & Website Integration

A core feature of this campaign will be the use of QR codes prominently displayed on flyers, posters, and signage.

- For Shoppers: When residents scan the QR code, they will be taken to a dedicated **Shop Lauderdale Lakes** webpage hosted on the Chamber's website. This page will feature:

- o A searchable business directory categorized by product and service (restaurants, salons, retail, professional services, etc.).
- o Coupons and special offers provided by participating Chamber businesses.
- o Community updates on campaign events, business spotlights, and promotions.
- o A quick survey tool to capture shopper feedback and track participation.

Specific Community Benefits

Residents

- Gain easy access to local goods and services through the online business directory.
- Enjoy exclusive discounts and coupons from Chamber-member businesses.
- Support their neighbors by keeping money circulating within the community.
- Become more engaged with Chamber and City initiatives through events and promotions.

Businesses

- Receive city-wide exposure through flyers, posters, signs, decals, and online promotion.
- Attract new customers through coupon redemptions and directory searches.
- Strengthen credibility with the Chamber's official *Shop Lauderdale Lakes* branding.
- Benefit from Chamber-led marketing, social media spotlights, and city partnerships.

City of Lauderdale Lakes

- Demonstrates leadership in economic development and community support.
- Enhances Lauderdale Lakes' identity as a city that champions small businesses and entrepreneurship.
- Increases local tax revenue by driving sales and keeping spending within city limits.
- Promotes civic pride and unity with the slogan: *Local Spending, Local Prosperity*.

Conclusion

With your support, the *Shop Lauderdale Lakes* campaign will send a powerful message: that our City believes in investing in its businesses, residents, and future prosperity. The partnership between the City and the Chamber will ensure that every Lauderdale Lakes household, every local shopper, and every member business feels the benefit of this initiative.

Budget

To make this campaign a success and ensure every household and business in Lauderdale Lakes is reached, we respectfully request the City's sponsorship of the campaign's promotional budget:

Promotional Item	Cost
10 Corrugated Signs (4x6)	\$672.54
10 Wooden Frames (for 4x6 signage)	\$1,500.00
30 Yard Signs (18x24, double-sided)	\$247.04
10 Feather Flags (medium, with pole/spike)	\$1,070.00
15,000 Flyers (4x6, distributed to all 13,032 households)	\$612.00
Flyer mailings (13032@ 0.247)	\$3,218.90
500 Posters (12x18)	\$266.25
1,000 Business Decals	\$757.50
Total Sponsorship Requested	\$8344.23

Shop Lauderdale Lakes Distribution Strategy

Slogan: *Local Spending, Local Prosperity*



This is not the actual sign but a rendition of a visual representation. Actual signs will be on corrugated sheets

1. Corrugated Signs (10 @ 4x6 ft + 10 Wooden Frames)

Purpose: City-wide visibility; long-term, durable, big impact.

Placement Strategy:

- **High-Traffic Roads/Intersections (10 signs):**
 - o Oakland Park Blvd & State Rd 7 (north/southbound)
 - o Oakland Park Blvd & NW 31 Ave

- o State Rd 7 & north of 44th Street
- o State Rd 7 & NW 36th St
- o 441 corridor at city entrance points
- **Community Hotspots (6 signs):**
 - o Lauderdale Lakes Educational & Cultural Center
 - o Vincent Torres Memorial Park
 - o Willie L. Webb Sr. Park
 - o Near Walmart Supercenter
 - o Lauderdale Lakes Library/Educational Center
 - o City Hall front lawn

2. Yard Signs (30 @ 18x24 double-sided)

Purpose: Neighborhood & community-level reinforcement.

Placement Strategy:

- **Residential Gate Entrances (10 signs):** Oakland Villas, Bella Vista, Cypress Chase, Somerset, and other large HOA/condo entrances.
- **Churches & Faith Centers (5 signs):** Ask pastors to host near entrances/parking.
- **Schools/Community Centers (5 signs):** Middle schools, Lauderdale Lakes Middle, Boyd Anderson High, etc.
- **Business Storefronts (10 signs):** Chamber member businesses near plazas and busy foot traffic areas.

3. Feather Flags (10 medium)

Purpose: Eye-catching at businesses, events, and city gateways.

Placement Strategy:

- **Permanent Chamber Member Businesses (6 flags):** Grocery stores, restaurants, and retail members with high daily foot traffic.
- **Rotating/Event Placement (2 flags):** Used at Chamber breakfasts, fairs, and city-sponsored events.
- **City Entrances (2 flags):** At main east/west & north/south entry points to Lauderdale Lakes.

4. Flyers (15,000 for all 13,032 households)

Purpose: Direct resident outreach — *household penetration = campaign visibility.*

Distribution Strategy:

- **Direct Mail (13,032 flyers):** Ensure *every household* receives one.
- **Business Countertops (1,000 flyers):** Chamber members distribute to customers.
- **Community Spaces (968 flyers):** Schools, City Hall, library, senior centers, parks.

5. Posters (500 @ 12x18)

Purpose: Repeat exposure in community spaces.

Placement Strategy:

- **City Facilities (100 posters):** City Hall, library, community centers, bus stops.
- **Chamber Member Businesses (250 posters):** Especially restaurants, barbershops, salons, and grocery stores.
- **Faith & Community Groups (100 posters):** Churches, cultural associations.
- **Schools (50 posters):** Middle/high schools, adult ed centers.

6. Business Decals (1,000)

Purpose: Visibility at the *point of commerce.*

Distribution Strategy:

- **First Priority:** Every Chamber member business (mandatory for participation).

7. Digital & Social Reinforcement

- **QR Codes on Signs/Flyers/Posters:** Each code links to Chamber’s “Shop Lauderdale Lakes” business directory + coupon hub.
- **Weekly Spotlights:** Chamber social channels highlight 1–2 member businesses.
- **Hashtag:** #ShopLauderdaleLakes



Membership Categories & Benefits

Students : \$50 (must be sponsored by a business)

18 years and over, attending school. Has a business sponsor

Benefits: Membership certificate, Attend all events free.

Standard

Up to 10 Employees: \$250.00

Over 10 Employees: \$325.00

Non-Profit: \$250.00

Benefits: Decal, member certificate, Discounted exhibit tables to LLC events, Listing in member directory, Referrals from LLC, Host LLC event at your business, Option to be LLC spotlight member, Option for promotional Blasts to chamber members, Option to post events on website, Member to member discounts & deals, Notification of countywide bids, Access to monthly breakfast, luncheons, afterhours, access to annual business convention, Access to seminars & workshops, Option to promote on website, Member admission rate to all LLC events.

Professional

Up to 5 employees: \$400.00

Over 5 Employees: \$750.00

Benefits: Everything in standard plus: 30 percent discount on exhibit tables at events, Opportunity to present at LLCC events, "Professional Member" plaque, one complimentary ad on website.

Trustee

Corporate (Tri-county) \$1,500.00

Platinum \$3,000.00

Benefits: Everything in "Standard" plus: Trustee plaque, Business name listed on LLC Website with hyperlink, FREE table at two events annually, FREE access to all events for up to 2 representatives, one complimentary newsletter advertising, one complimentary "Spotlight" insertion on website, , complimentary table at one event per year, one FREE promotional blast per year, option to host one chamber seminar or workshop per year, exclusive annual meeting with board to discuss future chamber strategies.

Answers to City Commission questions made at City Commission Workshop held on September 22, 2025

1. Outcome of the breakfast held on September 25, 2025

- o Number of Attendees

Answer: 108 individuals

- o Revenue generated at the event (include: membership levels

Answer: \$500 from standard memberships

2. Regard the “Shop Lauderdale Lakes” marketing campaign, Commissioners asked if the Chamber will be receiving additional funding for the initiative. If so, how much?

Answer: This initiative is branded as a partnership between the city and the chamber, hence the reason for only two logos on promotional materials. Consequently, the initiative will be funded by the chamber and the city.

- o Budget figures shown in the proposal, where the amounts were obtained? Need to elaborate on the budget.

Answer: All costs were provided by XpressColor at 2766 NW 31st Avenue, Lauderdale Lakes, FL

3. What is the timeframe to launch the initiative

Answer: We were very hopeful of getting the initiative off the ground and running for the upcoming holiday shopping window from November to December. The delay in approval will affect timeline. It is not feasible for this period we will look at the first quarter of 2026.

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

PRESENTATION - EARLY LEARNING COALITION OF BROWARD COUNTY UPDATE (6:30 P.M. TIME CERTAIN)

Summary

This is a presentation by the Early Learning Coalition of Broward County.

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Mayor Edwards Phillips, Mayor and Commission Office

Meeting Date: 11/10/2025

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

DISCUSSION REGARDING RESTAURANT REGULATIONS PERTAINING TO MUSIC (SPONSORED BY VICE MAYOR CAUSWELL)

Summary

This is a discussion regarding restaurant regulations pertaining to music.

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Vice Mayor Tycie Causwell, Mayor and City Commission

Meeting Date: 11/10/2025

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

DISCUSSION REGARDING HOMEBUYER AND SELLER SEMINAR IN PARTNERSHIP WITH THE KEYS COMPANY AS A COMMISSIONER INITIATIVE (SPONSORED BY COMMISSIONER HARRISON)

Summary

This is a discussion regarding a Homebuyer and Seller Seminar in partnership with The Keys Company as part of the Commissioner's community outreach initiative.

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Commissioner Easton Harrison, Mayor and Commission

Meeting Date: 11/10/2025

ATTACHMENTS:

Description	Type
☐ Letter to City Commission	Backup Material
☐ Homebuyer-Seller Proposal	Backup Material
☐ Market Stats	Backup Material

City of Lauderdale Lakes Commission
4300 NW 36th ST
Lauderdale Lakes, FL
33319



Kemula Wright, PA
Real Estate Consultant

The Keyes Company
21065 Powerline Rd C-7
Boca Raton, FL 33433

Mobile: 561-579-8967
Office: 561-750-1000

kemwright@keyes.com
kemwright.keyes.com



Subject: Proposal to Host a Homebuyer and Seller Seminar for Lauderdale Lakes Residents

Dear Commissioners,

My name is Kemula “Kem” Wright, and I am a Realtor® with The Keyes Company, specializing in both residential and commercial real estate across South Florida. Originally from the beautiful twin-island Republic of Trinidad and Tobago, I bring vibrant energy, professionalism, and a deep commitment to helping individuals and families achieve their dream of homeownership.

In addition to my real estate work, I am currently pursuing a degree in Construction Management at Florida Technical College. This academic journey strengthens my expertise in property development, housing structures, and project planning allowing me to provide my clients with a comprehensive understanding of the real estate process from construction to closing.

While I proudly serve all communities, I have a special passion for assisting immigrant residents; a cause that is deeply personal to me as an immigrant myself. Helping both immigrants and U.S. citizens become first-time homeowners is not just a profession, but a privilege. I understand the challenges that come with navigating a new environment and the immense pride that comes with achieving the dream of homeownership.

To further this mission, I am proposing to host a Homebuyer and Seller Seminar in collaboration with the City of Lauderdale Lakes Commission. This event will educate residents on essential topics such as financing options, credit preparation, down payment assistance, the homebuying process, and strategies for selling homes in today’s market.

As a proud member of the Florida Association of REALTORS®, the National Association of REALTORS®, and the Broward | Palm Beach | St. Lucie Board of REALTORS®, I uphold the highest standards of professionalism and service. My previous role as a Commissioner for the Dania Beach Housing Authority further reflects my dedication to housing advocacy and community empowerment.

It would be an honor to collaborate with the City of Lauderdale Lakes Commission to bring this impactful seminar to the community. Together, we can equip residents with the knowledge, resources, and confidence to make informed real estate decisions and build lasting generational wealth.

Thank you for your consideration and for your continued service to the residents of Lauderdale Lakes. I look forward to the opportunity to partner with you on this meaningful initiative.

With appreciation and respect,

Sincerely,

Kemula “Kem” Wright

Realtor® | The Keyes Company

Homebuyer & Seller Seminar Proposal

Presented by:

The Keyes Company – Realtor Kem Wright
21065 Powerline Rd, Suite C-7
Boca Raton, FL 33433

In Partnership With:
City of Lauderdale Lakes
Commissioner Easton Harrison

Event Overview

Event Title: Empower Your Real Estate Journey: Homebuyer & Seller Seminar

Date: Saturday, December 6th, 2025

Time: 12:00 PM – 2:00 PM

Venue: Lauderdale Lakes Multipurpose Center, 4340 NW 36th St, Lauderdale Lakes, FL 33319

Expected Attendance: 20–60 guests

This educational and community-focused seminar will bring together homebuyers, sellers, and industry professionals to provide valuable guidance, resources, and connections within the real estate process.

Event Goals

- Educate local residents on the home buying and selling process
- Empower attendees to make informed financial and real estate decisions
- Strengthen community partnerships between local professionals and Lauderdale Lakes residents
- Showcase available resources and trusted vendors for smooth real estate transactions

Hosted By

Kem Wright, Realtor with The Keyes Company, will serve as the primary host and organizer of the event. All expenses, including venue setup, refreshments, materials, and coordination with vendors, will be covered by the host.

Event Partners

The following industry professionals and vendors will participate and share expertise:

- Title Company
- Home Inspectors
- Appraisers
- Lenders / Mortgage Specialists
- Moving Company
- Cleaning Company
- Transaction Coordinator
- Home Staging Company
- Licensed Contractors

Each vendor will provide attendees with insight, service information, and networking opportunities. Drinks and light refreshments will be served, courtesy of Realtor Kem Wright and participating vendors.

City Partnership Role

The City of Lauderdale Lakes, through Commissioner Easton Harrison, will assist in:

- Marketing and Promotion to local residents via city newsletters, text messages, social media, community boards, and event calendars
- Encouraging resident participation through city outreach and engagement
- Providing light logistical support at the venue (signage, seating coordination, etc.)

Agenda (12:00 PM – 2:00 PM)

Time	Activity
12:00 PM	Welcome and Introduction – Commissioner Easton Harrison & Realtor Kem Wright
12:15 PM	Overview of the Home Buying Process (Lender, Inspector, Title Company)

12:45 PM	Selling Your Home Successfully (Appraiser, Stager, Contractors, Transaction Coordinator)
1:15 PM	Q&A Session – Open Forum
1:40 PM	Vendor Networking, Refreshments & Raffle Drawings
2:00 PM	Closing Remarks & Future Consultations

Benefits for Attendees

For Homebuyers:

- Learn about financing options, credit requirements, and down payment assistance programs
- Understand the inspection and appraisal process
- Connect directly with trusted local vendors and professionals
- Get prequalified or receive free consultations on-site

For Home Sellers:

- Learn effective home staging and marketing strategies
- Understand pricing and appraisal dynamics
- Meet professionals who can help with repairs, cleaning, and moving
- Discover how to maximize property value and sell efficiently

Attendee Incentives

To encourage participation and engagement, all attendees will be entered into raffle prize drawings during the event.

Sample Raffle Prizes:

- Home improvement gift cards
- Cleaning or moving service vouchers
- Free home consultation or inspection discount
- Smart home device (e.g., Ring Doorbell, Google Nest)

Budget & Sponsorship

All event costs including venue, refreshments, materials, and vendor coordination will be covered by the host, Realtor Kem Wright, with no cost to the City of Lauderdale Lakes. Vendors may contribute small promotional items or raffle prizes to enhance engagement.

Conclusion

This seminar presents an excellent opportunity to educate, engage, and empower the Lauderdale Lakes community. By partnering with The Keyes Company and Commissioner Easton Harrison, the city can help bring valuable real estate knowledge to residents while strengthening civic and economic ties.

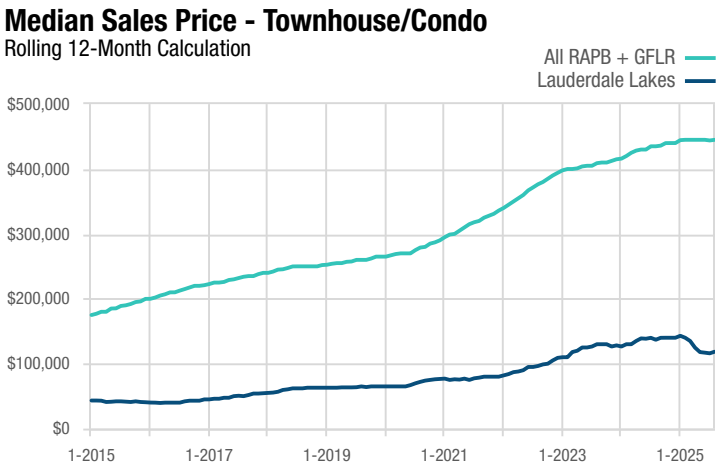
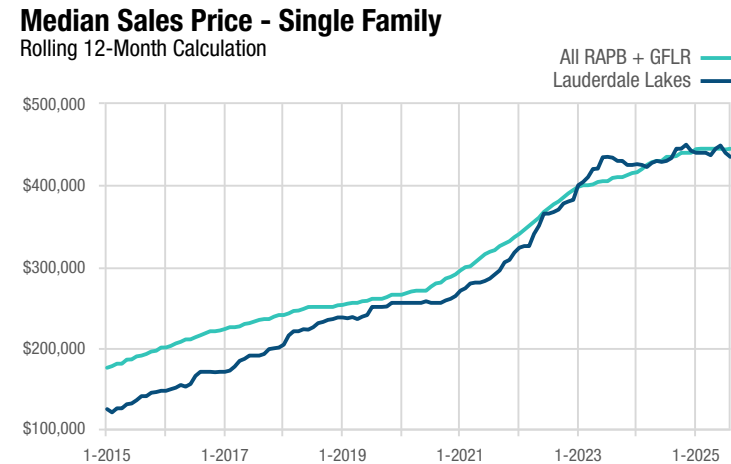
Prepared by:
Kem Wright
Realtor – The Keyes Company
21065 Powerline Rd, Suite C-7, Boca Raton, FL 33433

Lauderdale Lakes

Single Family	August			Year to Date		
Key Metrics	2024	2025	% Change	8-2024	8-2025	% Change
Closed Sales	7	8	+ 14.3%	46	39	- 15.2%
Median Sales Price*	\$381,000	\$375,000	- 1.6%	\$447,000	\$440,000	- 1.6%
Average Sales Price*	\$466,253	\$360,000	- 22.8%	\$447,054	\$407,811	- 8.8%
Dollar Volume	\$3,263,771	\$2,880,000	- 11.8%	\$20,564,495	\$15,904,640	- 22.7%
Percent of Original List Price Received*	94.6%	88.5%	- 6.4%	96.5%	93.2%	- 3.4%
Median Time to Contract	54	73	+ 35.2%	43	54	+ 25.6%
Pending Sales	6	3	- 50.0%	43	36	- 16.3%
New Listings	8	7	- 12.5%	65	66	+ 1.5%
Inventory of Homes for Sale	17	25	+ 47.1%	—	—	—
Months Supply of Inventory	3.4	4.8	+ 41.2%	—	—	—

Townhouse/Condo	August			Year to Date		
Key Metrics	2024	2025	% Change	8-2024	8-2025	% Change
Closed Sales	11	7	- 36.4%	128	68	- 46.9%
Median Sales Price*	\$120,000	\$135,500	+ 12.9%	\$141,500	\$112,700	- 20.4%
Average Sales Price*	\$127,905	\$124,357	- 2.8%	\$175,271	\$130,549	- 25.5%
Dollar Volume	\$1,406,953	\$870,500	- 38.1%	\$22,434,690	\$8,877,324	- 60.4%
Percent of Original List Price Received*	89.5%	83.9%	- 6.3%	93.3%	86.6%	- 7.2%
Median Time to Contract	107	114	+ 6.5%	56	116	+ 107.1%
Pending Sales	10	13	+ 30.0%	123	71	- 42.3%
New Listings	27	24	- 11.1%	257	310	+ 20.6%
Inventory of Homes for Sale	133	200	+ 50.4%	—	—	—
Months Supply of Inventory	8.7	24.5	+ 181.6%	—	—	—

* Does not account for seller concessions. Percent change may be extreme due to small sample size. Dash (—) means no activity to report on for specified time period.



A rolling 12-month calculation represents the current month and the 11 months prior in a single data point. If no activity occurred during a month, the line extends to the next available data point.

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

DISCUSSION REGARDING LAUDERDALE LAKES QUARTERLY JOBS & CAREER FAIR AS A COMMISSIONER INITIATIVE (SPONSORED BY COMMISSIONER HARRISON)

Summary

This is a discussion regarding Lauderdale Lakes Quarterly Jobs & Career Fair as a commissioner initiative.

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Commissioner Easton Harrison, Mayor and Commission

Meeting Date: 11/10/2025

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title

DISCUSSION REGARDING COMMISSION CONNECT TOUR AS A COMMISSIONER INITIATIVE (SPONSORED BY COMMISSIONER HARRISON)

Summary

This is a discussion regarding the Commission Connect Tour as a commissioner initiative.

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Commissioner Easton Harrison, Mayor and Commission

Meeting Date: 11/10/2025

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title

DISCUSSION REGARDING THE ORGANIZATIONAL MEETING

Summary

This is a discussion regarding the leadership positions for 2025-2026.

Staff Recommendation

Background:

The leadership positions are for Vice Mayor, CRA Chair, CRA Vice Chair, Florida League of Cities Delegate, Florida League of Cities Alternate Delegate, National League of Cities Delegate, National League of Cities Alternate Delegate and Broward MPO Delegate.

Funding Source:**Fiscal Impact:**

Sponsor Name/Department: Venice Howard, MMC - Acting City Manager/City Clerk - City Manager/
City Clerk's Office

Meeting Date: 11/10/2025

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title

DISCUSSION REGARDING THE CITY OF LAUDERDALE LAKES PIGGYBACK CONTRACT BETWEEN THE CITY OF TAMARAC AND WATERFIELD FLORIDA STAFFING FOR SCHOOL CROSSING GUARD SERVICES, EXTENDING SERVICES FROM SEPTEMBER 30, 2025 TO DECEMBER 31, 2025

Summary

This is a discussion regarding the City of Lauderdale Lakes piggyback contract between the City of Tamarac and Waterfield Florida Staffing for School Crossing Guard services, extending services from September 30, 2025 to December 31, 2025.

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Tara Williams, Director of HRRM

Meeting Date: 11/10/2025

ATTACHMENTS:

Description	Type
▣ Piggyback Ext - School Crossing Guards	Backup Material

August 6, 2025

Mr. Paul C. Chase, CEO
Waterfield Florida Staffing, LLC D/B/A Action Labor
624 Nottingham Boulevard
West Palm Beach, FL 33405

RE: **Temporary Agreement Extension**
RFP No. 19-23R, School Crossing Guard Services

Dear Mr. Chase:

The City's Agreement with your company to provide School Crossing Guard Services for the cities of Coral Springs, North Lauderdale, Sunrise, and Tamarac will expire on August 31, 2025. The original agreement, dated July 16, 2019, provides for two (2) additional two (2) year renewals. The City has currently utilized all options under the Agreement, however, would like to request a temporary extension to the Agreement in order to provide ample opportunity to solicit, review and contract for the subject services going forward. The City also wishes to maintain continuity of services, and as such, would like to temporarily extend our Agreement with Waterfield Florida Staffing, LLC D/B/A Action Labor. You will, of course, be eligible to submit a proposal for the upcoming RFP for the new Agreement.

Accordingly, the City wishes to extend the current term through December 31, 2025, or until a new Agreement is fully executed, whichever date is the earliest. This temporary extension would extend at the same terms and conditions and pricing as the City's current Agreement.

The Agreement provides for a price adjustment when necessitated by an adjustment to the Florida Minimum Wage. Effective September 30, 2025, the Florida Minimum Wage will increase from \$13.00 per hour to \$14.00 per hour. In keeping with the same markup of 1.38, the hourly billing rate will be amended to \$19.32 per hour effective September 30, 2025.

Please advise by checking below whether or not you are agreeable to this extension.

Sincerely,



Armanda Erdle
Procurement Specialist



City of Tamarac

Purchasing & Contracts Division

☒ I hereby agree to a temporary extension of the agreement with the same terms, conditions and pricing through December 31, 2025, or until a new Agreement is fully executed, whichever date is the earliest.

☐ I am unable to provide a temporary extension of the subject agreement.


07/01/2025 (Aug 8, 2025 14:49:55 EDT)
Signature

08/08/2025
Date

1 RESOLUTION 2024-087

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA APPROVING AND AUTHORIZING, PURSUANT TO ARTICLE XIII,
5 SECTION 82-358(D) OF THE LAUDERDALE LAKES PROCUREMENT CODE,
6 THE CITY OF LAUDERDALE LAKES' USE OF AGREEMENT AMENDMENT #4
7 BETWEEN THE CITY OF TAMARAC AND WATERFIELD FLORIDA STAFFING,
8 LLC, D/B/A ACTION LABOR OF FLORIDA D/B/A STAFFING CONNECTIONS
9 ("WATERFIELD FLORIDA STAFFING, LLC") FOR SCHOOL CROSSING GUARD
10 SERVICES; ADJUSTING THE MINIMUM WAGE PER THE STATE OF FLORIDA
11 LABOR RATE BY INCREASING THE AGREEMENT AMOUNT FROM ONE
12 HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$160,000.00) PER
13 FISCAL YEAR TO AN AMOUNT NOT TO EXCEED TWO HUNDRED ELEVEN
14 THOUSAND FOUR HUNDRED TWENTY-ONE AND NO/100 DOLLARS
15 (\$211,421.00) PER FISCAL YEAR; A COPY OF SAID AGREEMENT IS
16 ATTACHED HERETO AS EXHIBIT A; A COPY OF WHICH CAN BE INSPECTED
17 IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF
18 RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING
19 AN EFFECTIVE DATE.
20

21 WHEREAS, the City of Lauderdale Lakes ("City") requires school crossing guard services to
22 promote the safety and well-being of children walking and bicycling to and from schools located
23 within the corporate boundaries of the City;

24 WHEREAS, on July 10, 2019, per Resolution No. R-2019-62, the City of Tamarac, Florida,
25 after a formal competitive procurement (Request for Proposal #19-23R) on behalf of the
26 Southeast Florida Chapter, National Institute for Governmental Purchasing ("SE NIGP")
27 Cooperative awarded a contract providing for school crossing guard services to Waterfield Florida
28 Staffing, LLC, d/b/a Action Labor of Florida d/b/a Staffing Connection ("Waterfield Florida
29 Staffing"), for an initial term beginning on September 1, 2019, and ending on August 31, 2021,
30 with two (2) two (2) year renewal options ("SE NIGP School Crossing Guard Cooperative
31 Agreement");

1 WHEREAS, on May 12, 2020, per Resolution 2020-024, and pursuant to Article XIII, Section
2 82-358(d) of the City's procurement code, the City Commission authorized the City's use of the
3 SE NIGP School Crossing Guard Cooperative Agreement providing for school crossing guard
4 services from Waterfield Florida Staffing;

5 WHEREAS, per Resolution 2020-024, the City Commission approved the annual cost for
6 the use of the SE NIGP School Crossing Guard Cooperative Agreement for an amount not to
7 exceed One Hundred Sixty Thousand and No/100 Dollars (\$160,000.00) per fiscal year;

8 WHEREAS, Florida voters approved a constitutional ballot initiative which amends the
9 Florida minimum wage by One Dollar (\$1.00) per hour every September 30th, until it reaches
10 Fifteen Dollars (\$15.00) per hour in 2026;

11 WHEREAS, the City of Tamarac has issued an amendment to the award of RFP# 19-23R in
12 conformity with the changes to the new Florida constitutional minimum wage ("Agreement
13 Amendment #4");

14 WHEREAS, it is anticipated that the cost for the use of Agreement Amendment #4 will be
15 Two Hundred Eleven Thousand Four Hundred Twenty-One and No/100 Dollars (\$211,421.00) per
16 fiscal year for school crossing guard services;

17 WHEREAS, City staff recommends the approval to use the City of Tamarac's executed
18 Agreement Amendment #4 to an amount not to exceed Two Hundred Eleven Thousand Four
19 Hundred Twenty-One Dollars and No/100 (\$211,421.00) per fiscal year for school crossing guard
20 services;

21 WHEREAS, the City's staff is requesting to utilize this contract in accordance with the City's
22 Procurement Code, Section 82-358(d), providing that the City may participate in or administer

1 contracts under a cooperative purchasing program with one or more governmental units for the
2 procurement of any supplies, services, or construction when deemed to be in the best interests
3 of the city by the City's Director of Financial Services;

4 WHEREAS, the City's Director of Financial Services deems it to be in the best interest of
5 the City to continue participating in the WATERFIELD FLORIDA STAFFING, LLC Agreement via the
6 use the City of Tamarac's executed Agreement Amendment #4 to an amount not to exceed Two
7 Hundred Eleven Thousand Four Hundred Twenty-One Dollars and No/100 (\$211,421.00) per
8 fiscal year for school crossing guard services; and

9 WHEREAS, funding for the school crossing guard services is available in the General Fund
10 for the 2025 fiscal year and future year requests are subject to the availability of funding.

11 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
12 LAUDERDALE LAKES AS FOLLOWS:

13 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
14 confirmed as being true, and the same are hereby made a part of this Resolution.

15 SECTION 2. AUTHORITY: The City Commission, pursuant to Article XIII, Section 82-
16 358(D) of The Lauderdale Lakes Procurement Code, hereby authorizes the City of Lauderdale
17 Lakes' use of Agreement Amendment #4 between the City of Tamarac and Waterfield Florida
18 Staffing, LLC, d/b/a Action Labor of Florida d/b/a Staffing Connection to increase the annual cost
19 for school crossing guard services to an amount not to exceed Two Hundred Eleven Thousand
20 Four Hundred Twenty-One and 00/100 Dollars (\$211,421.00) per fiscal year in accordance with
21 the new Florida constitutional minimum wage.

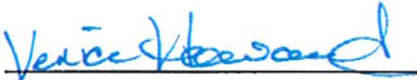
SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk and other appropriate City Officials are hereby authorized to take any and all actions necessary to effectuate the intent of this Resolution.

SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD NOVEMBER 12, 2024.


VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:


VENICE HOWARD, MMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:


Sidney C. Calloway, City Attorney



Sponsored by: Bobbi Williams, Director of Financial Services, Aazam Piprawala, Procurement Administrator, and D'Andrea Giddens-Jones, Director of Human Resources & Risk Management

VOTE:

APPROVED

Mayor Veronica Edwards Phillips

☒ (For) ☐ (Against) ☐ (Other)

Commissioner Tycle Causwell

☒ (For) ☐ (Against) ☐ (Other)

Commissioner Karlene Maxwell-Williams

☐ (For) ☐ (Against) ☒ (Other) (Absent)

Commissioner Sharon Thomas

☒ (For) ☐ (Against) ☐ (Other)

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title

DISCUSSION REGARDING RESOLUTION 2025-100 APPROVING AND AUTHORIZING THE ESTABLISHMENT OF A LIMITED-TIME AMNESTY PROGRAM FOR REDUCTION OF QUALIFYING CODE ENFORCEMENT LIENS

Summary

This is a discussion regarding a resolution to approve and authorize a Code Enforcement Lien Amnesty Program to address outstanding code enforcement liens.

Staff Recommendation

Background:

Over the past several years, the City has accumulated a growing number of code enforcement liens on properties that remain unresolved, many of which have accrued significant penalties due to prolonged non-compliance. These outstanding liens pose a barrier to property rehabilitation, real estate transactions, and community reinvestment. In response to these challenges within the City, staff has initiated the Amnesty Program as a strategic tool to encourage voluntary compliance and clear title issues while encouraging opportunities for economic recovery and neighborhood improvement while shaping a local policy tailored to the City's needs.

This initiative is designed to encourage compliance, reduce the financial burden on property owners, and improve the City's ability to resolve longstanding liens. The Amnesty Program would provide a temporary opportunity for eligible homestead and non-homestead property owners to settle code enforcement liens at a significantly reduced rate, contingent upon meeting compliance benchmarks.

The program aims to provide:

- Equitable relief to property owners facing liens.
- Incentivize compliance with municipal codes.
- Expedite the settlement of delinquent accounts; and
- Maintain the integrity and deterrent effect of the code enforcement program.

Funding Source:

N/A

Fiscal Impact:

Sponsor Name/Department: Tanja McCoy, AICP, CGC, CFM

Meeting Date: 11/10/2025

ATTACHMENTS:

Description	Type
❑ Resolution 2025-100 Authorizing Code Enforcement Amnesty Program	Resolution
❑ Exhibit A- 2025 Amnesty Program	Exhibit

1 RESOLUTION 2025-100

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA; APPROVING AND AUTHORIZING THE ESTABLISHMENT OF A
5 LIMITED-TIME AMNESTY PROGRAM FOR REDUCTION OF QUALIFYING
6 CODE ENFORCEMENT LIENS; A DRAFT COPY OF THE AMNESTY PROGRAM
7 GUIDELINES IS ATTACHED HERETO AS **EXHIBIT A**; A COPY OF WHICH IS
8 AVAILABLE FOR INSPECTION IN THE OFFICE OF THE CITY CLERK;
9 PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR
10 INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE
11 DATE.
12

13 WHEREAS, the City of Lauderdale Lakes ("City") is committed to maintaining public safety,
14 community standards, and neighborhood integrity through diligent enforcement of its municipal
15 codes;

16 WHEREAS, accumulated code enforcement liens, particularly older and high-balance
17 liens, have presented barriers to property redevelopment, ownership transfer, and community
18 revitalization;

19 WHEREAS, the City Commission recognizes that offering a short-term lien settlement
20 opportunity can incentivize compliance, reward responsible property maintenance, and support
21 the goals of the Code Enforcement Division;

22 WHEREAS, in an effort to mitigate these barriers and promote compliance, the City
23 Commission finds it in the public interest to establish a limited-time Code Enforcement Lien
24 Amnesty Program ("Amnesty Program") to reduce lien burdens for property owners who have
25 brought their properties into full and sustained compliance;

26 WHEREAS, the Amnesty Program shall be available for a defined term of six (6) months,
27 during which eligible applicants may apply for lien settlement consideration;

1 WHEREAS, the City will engage in a public outreach campaign to promote awareness of
2 the Amnesty Program through postings on the City’s website, notices in local newspapers, and
3 direct mailings to owners of lien-encumbered properties; and

4 WHEREAS, the Amnesty Program is intended to function as a short-term remedy in
5 tandem with the City’s long-term Comprehensive Lien Reduction Program, forming a balanced
6 and strategic approach to sustainable code enforcement and neighborhood revitalization.

7 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
8 LAUDERDALE LAKES AS FOLLOWS:

9 SECTION 1. PROGRAM ESTABLISHMENT AND PURPOSE: The City Commission hereby
10 approves and authorizes the establishment of a limited-time Code Enforcement Lien Amnesty
11 Program (“Amnesty Program”), namely a six (6) month term, to reduce the lien burden on
12 qualifying properties and promote long-term compliance, redevelopment, and property
13 ownership transfers.

14 SECTION 2. IMPLEMENTATION AUTHORIZATION: The City Commission hereby
15 authorizes the Acting City Manager, or designee, to administer and oversee the Amnesty
16 Program, including approval of qualifying applications, execution of payment agreements, and
17 settlement approvals within established thresholds set by policy; further authorizing the City
18 Attorney to prepare and review all lien settlement and stipulation agreements for legal
19 sufficiency and enforceability, subject to the City Commission retaining final authority for
20 reduction settlements.

1 SECTION 3. PROGRAM DURATION: The Program shall be open for a limited window of
2 six (6) months, beginning on [start date] and ending on [end date], unless extended or modified
3 by the City Commission.

4 SECTION 4. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
5 confirmed as being true, and the same are hereby made a part of this Resolution.

6 SECTION 5. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk and
7 other appropriate City Officials are hereby authorized to take any and all action necessary to
8 effectuate the intent of this Resolution.

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SECTION 6. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD JULY 22, 2025.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

PAVITRI BENASRIE-WATSON, CMC, DEPUTY CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Tanja McCoy, AICP, CGC, CFM, Development Services Director

VOTE:

Mayor Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
Vice-Mayor Tycie Causwell	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Easton Harrison	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Karlene Maxwell-Williams	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Sharon Thomas	_____ (For)	_____ (Against)	_____ (Other)

Lien Amnesty Program

Purpose

To encourage compliance and reduce the lien burden on qualifying properties through a **limited-time settlement window**, particularly for older, high-balance liens that deter redevelopment or ownership transfer.

Program Characteristics

- **Duration:** The Amnesty window will be open from August 1, 2025 until January 30, 2026.
- **Eligibility Criteria for Amnesty Program:**

This amnesty program applies to all code enforcement liens issued for violations that were fully resolved and brought into full compliance before application.

1. To be eligible for the amnesty program, the following conditions must be met: The subject property must have remained in continuous compliance for the required time period after the violation was resolved:
 - a. At least 6 months for non-homestead properties.
 - b. At least 3 months for homestead properties.
2. All other properties owned by the same individual or entity must also have remained in continuous compliance for a minimum of 18 months following resolution of their respective violations.

By targeting property owners who have demonstrated sustained compliance, this program rewards responsible behavior and promotes good citizenship. It recognizes those who have made a sustained effort to follow city codes and maintain community standards. Providing amnesty relief to these property owners supports the broader goals of the Code Enforcement Division by:

- *Reducing the likelihood of repeat violations, and*
 - *Encouraging voluntary compliance across the City.*
- **Settlement Offer:**

As part of the amnesty program, the City will offer to settle outstanding code enforcement liens based on a fixed percentage of the total lien amount:

 - o **15% of total lien amount**, for all homestead properties
 - o **35% of total lien amount**, for all non-homestead properties

This provides an opportunity for eligible property owners to resolve outstanding liens at a reduced cost while demonstrating continued compliance.

Required Documentation

- Amnesty application including the application fee (\$200 homestead or \$1500 non-homestead property).

- Proof of compliance via a Pre-inspection and Final inspection
- Property ownership verification

Payment Option:

- Payment in full within 30 business days of approval; otherwise, the lien reverts to the original amount.
-

DRAFT

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title

DISCUSSION REGARDING RESOLUTION 2025-101 APPROVING AND AUTHORIZING THE ESTABLISHMENT OF A COMPREHENSIVE LIEN REDUCTION PROGRAM TO ADDRESS CODE ENFORCEMENT LIENS THROUGH STRUCTURED REVIEW PATHWAYS

Summary

This is a discussion regarding a resolution to approve and authorize a Code Enforcement Lien Reduction Program to address code enforcement liens.

Staff Recommendation

Background:

Over the past several years, the City has accumulated a growing number of code enforcement liens on properties that remain unresolved, many of which have accrued significant penalties due to prolonged non-compliance. These outstanding liens pose a barrier to property rehabilitation, real estate transactions, and community reinvestment. In response to these challenges within the City, staff has initiated the Comprehensive Lien Reduction Program as a strategic tool to encourage voluntary compliance and clear title issues while encouraging opportunities for economic recovery and neighborhood improvement while shaping a local policy tailored to the City's needs.

his initiative is designed to encourage code compliance while, reducing the financial burden on property owners, and improve the City's ability to resolve new as well as longstanding liens.

The Comprehensive Lien Reduction Program will establish a formal process for reviewing and adjusting liens based on compliance status, property condition, and other qualifying factors for Homestead and Non-Homestead property owner.

The program aims to provide a procedural framework that will:

- Provide equitable relief to property owners facing liens;
- Incentivize compliance with municipal codes.
- Expedite the settlement of delinquent accounts; and
- Maintain the integrity and deterrent effect of the code enforcement program.

Funding Source:

N/A

Fiscal Impact:

Sponsor Name/Department: Tanja McCoy, AICP, CGC, CFM

Meeting Date: 11/10/2025

ATTACHMENTS:

	Description	Type
□	Resolution 2025-101 Authorizing Code Enforcement Lien Reduction Program	Resolution
□	Exhibit A - Lien Reduction Program Guidelines	Exhibit

1 RESOLUTION 2025-101

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA; APPROVING AND AUTHORIZING THE ESTABLISHMENT OF A
5 COMPREHENSIVE LIEN REDUCTION PROGRAM TO ADDRESS CODE
6 ENFORCEMENT LIENS THROUGH STRUCTURED REVIEW PATHWAYS; A
7 DRAFT COPY OF THE LIEN REDUCTION PROGRAM GUIDELINES IS
8 ATTACHED HERETO AS **EXHIBIT A**; A DRAFT COPY OF WHICH MAY BE
9 INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE
10 ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY
11 CITY CLERK; PROVIDING AN EFFECTIVE DATE.
12

13 WHEREAS, the City of Lauderdale Lakes ("City") is committed to maintaining public safety,
14 community standards, and neighborhood integrity through diligent enforcement of its municipal
15 codes;

16 WHEREAS, accumulated code enforcement liens, particularly older and high-balance
17 liens, have presented barriers to property redevelopment, ownership transfer, and community
18 revitalization;

19 WHEREAS, the City has developed a Comprehensive Lien Reduction Program designed to
20 provide equitable, fair, and structured relief pathways for property owners, developers, and
21 other stakeholders who demonstrate a genuine commitment to improving community
22 conditions;

23 WHEREAS, the program serves to balance fairness, code compliance, and the protection
24 of public resources and taxpayer interests; and

25 WHEREAS, the City Commission finds that a structured, tiered, and legally sound approach
26 to lien resolution will promote consistent decision-making, encourage voluntary compliance,
27 stimulate community reinvestment, and facilitate the productive use of encumbered properties.

1 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
2 LAUDERDALE LAKES AS FOLLOWS:

3 SECTION 1. PROGRAM ESTABLISHMENT AND PURPOSE: The City Commission hereby
4 approves and authorizes the establishment of a Comprehensive Lien Reduction Program, as
5 described herein and administered through a multi-tiered framework.

6 SECTION 2. IMPLEMENTATION AUTHORIZATION: The City Commission hereby
7 authorizes the Acting City Manager to implement and oversee the program in coordination with
8 the Director of Development Services, the Special Magistrate, and the City Attorney, and further
9 to establish procedures, forms, and timelines consistent with the intent of this Resolution.

10 SECTION 3. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
11 confirmed as being true, and the same are hereby made a part of this Resolution.

12 SECTION 4. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk and
13 other appropriate City Officials are hereby authorized to take any and all action necessary to
14 effectuate the intent of this Resolution.

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SECTION 5. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD JULY 22, 2025.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

PAVITRI BENASRIE-WATSON, CMC, DEPUTY CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Tanja McCoy, AICP, CGC, CFM, Development Services Director

VOTE:

Mayor Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
Vice-Mayor Tycie Causwell	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Easton Harrison	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Karlene Maxwell-Williams	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Sharon Thomas	_____ (For)	_____ (Against)	_____ (Other)

City of Lauderdale Lakes

Comprehensive Lien Reduction Program

Background

The City of Lauderdale Lakes recognizes that outstanding code enforcement liens can impede property rehabilitation, hinder real estate transactions, and contribute to neighborhood blight. This Lien Reduction Program is established to encourage compliance with the City Code, facilitate reinvestment in properties, and return properties to productive use while safeguarding the public interest and recouping taxpayer funds where appropriate.

This Lien Reduction Program is designed to encourage compliance, reinvestment, and fairness while protecting the City's financial interests. It offers structured relief pathways for homeowners, developers, and stakeholders committed to the rehabilitation and improvement of Lauderdale Lakes' neighborhoods.

Purpose

This program is established to reduce long-standing code enforcement liens in a fair and structured manner, promoting neighborhood reinvestment and code compliance while safeguarding the City's financial and policy interests. Providing for a structured framework, encouraging code compliance, facilitating property rehabilitation, and returning blighted properties to productive use. The program includes three integrated tracks:

1. **Standard Lien Reduction Program- Administrative Review-\$1000-\$25,000**
2. **High Lien Reduction Procedure (HLRP)- Special Magistrate Review-\$25,001-\$150,000**
3. **Extremely High Lien Reduction Procedure (EHLRP)-Commission Review-\$150,000+**
4. **Lien Amnesty Program-Any dollar amount**

I. Standard Lien Reduction Program

Applies to properties with **code enforcement liens between \$1000 to \$25,000**. After a complete application, as determined by staff, meeting the basic requirements stated below, the Development Services Director may administratively reduce the lien by a maximum of 85% of the lien amount, subject to the City Manager's final authorization. The final lien determination by the Development Services Director is final and binding.

Additional Fees:

- Enforcement Cost Fee (TBD)
 - Administrative Fee (TBD)
-

II. High Range Lien Reduction Procedure (HRLRP)

Eligibility:

Applies to properties with **code enforcement liens of \$25,001 to \$150,000**. After a complete application, as determined by staff, meeting the basic requirements stated below, the Special Magistrate may reduce the lien by a maximum of 80% of the lien amount. The final lien reduction determination by the Special Magistrate is final and binding.

Additional Fees:

- Special Master Fee (TBD)
 - Enforcement Cost Fee (TBD)
 - Administrative Fee (TBD)
-

III. Extremely High Range Lien Reduction Procedure (EHRLRP)

Eligibility:

Applies to properties with **code enforcement liens of \$150,001 and above**. Upon review of a completed application, as determined by staff, the application will be set for hearing at the Commission workshop and meeting, as applicable. Staff will prepare a staff report and recommendation for the Commission meetings. The Commission may reduce the lien by a maximum of 65% of the lien amount. The Commission shall determine the final lien reduction amount, which is final and binding.

Additional Fees:

- Enforcement Cost Fee (TBD)
 - Administrative Fee (TBD)
-

IV. Basic Eligibility Criteria:

- Property must be in full compliance with the City Code.
- All municipal charges and taxes must be paid in full.
- Applicant must submit a notarized application.
- Applicant must submit a written narrative justifying the request for reduction.

Evaluation Considerations:

- Duration of non-compliance.

- Duration of compliance
- Timeliness of corrective actions.
- Number of Violations.
- Nature of the property: Homestead or Non-Homestead.
- Nature of code enforcement violation: Life Safety (LS)/Florida Building Code (FBC)/Community Standards (CS).
- History of code violations or liens on other properties held by the applicant within the City of Lauderdale Lakes.
- Other unique or material circumstance that may apply.

Application Process:

- Application Submission:
 - o The property owner, or an authorized representative with notarized consent, must submit a completed “Lien Reduction Request Application” along with a non-refundable application fee.
 - o Applications to the Special Magistrate and Commission must be accompanied by a processing fee in the amount of 1% of the lien amount.
 - o A notarized statement explaining the basis for the requested reduction.
 - o Proof of compliance and payment of all ad valorem taxes, assessments, and municipal charges.
 - o Code Enforcement Supervisor/Staff will review the application and forward it to the appropriate Reviewer with a recommendation.

V. Procedural Provisions

1. Application Limits:

- o Homestead owners: maximum two applications per property for 10 years post-2025.
- o Non-homestead owners: maximum one application per property for 10 years post-2025.

2. Legal Agreements:

- o All reductions require a notarized settlement agreement approved by the City Attorney and executed by the City Manager and property owner.

3. Homestead Payment Plan Option:

- o Payment due within 30 business days of approval; otherwise, the lien reverts to the original amount.
- o 50% upfront payment followed by a payment plan for up to 24-months, of equal monthly installments.
- o Homestead property owners may be eligible for income-based payment plans with additional lien forgiveness at the end of the 24-month period.
- o Lien release only upon full payment clearance.

4. Non-Homestead Payment Plan Option:

- o 50% upfront payment followed by a payment plan for up to 18-months, of equal monthly installments.
- o Lien release only upon full payment clearance.

Conclusion

This updated Lien Reduction Program provides a structured path to resolution for both low- and high-value code enforcement liens, ensuring consistent, equitable outcomes while promoting code compliance, property investment, and community revitalization in Lauderdale Lakes. The tiered approach strengthens code compliance, accelerates lien recovery, and fosters community improvement throughout the City of Lauderdale Lakes.

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title

DISCUSSION REGARDING AN ORDINANCE APPROVING APPLICATION 04-TA-25 AND ADOPTING THE 2050 LAUDERDALE LAKES COMPREHENSIVE PLAN AND ADOPTING THE 2024 EVALUATION AND APPRAISAL REPORT FOR THE COMPREHENSIVE PLAN

Summary

This is a discussion regarding an Ordinance approving application 04-TA-25 and adopting the 2050 Lauderdale Lakes Comprehensive Plan and adopting the 2024 Evaluation and Appraisal Report for the Comprehensive Plan.

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Tanja McCoy, AICP, CGC, CFM

Meeting Date: 11/10/2025

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title

DISCUSSION REGARDING THE RENAMING OF THE CITY'S MULTIPURPOSE BUILDING TO THE HAZELLE P. ROGERS MULTIPURPOSE BUILDING AND EVENT (SPONSORED BY VICE MAYOR CAUSWELL)

Summary

This is a discussion regarding the renaming of the City's Multipurpose Building to the Hazelle P. Rogers Multipurpose Building and event.

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Venice Howard, MMC - Acting City Manager/City Clerk - City Manager/
City Clerk's Office

Meeting Date: 11/10/2025

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title

PETITIONS FROM THE PUBLIC

Summary

Bessie Dennis – Home Improvement program

Church of Atonement - Bounce House for event update

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department:

Meeting Date: 11/10/2025

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title

FUTURE MEETINGS

Summary

The next scheduled City Commission Workshop will take place November 24, 2025 at 5 p.m.

The next scheduled City Commission Meeting will take place on November 25, 2025 at 7 p.m.

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department:

Meeting Date: 11/10/2025