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AGREEMENT FOR POLICE SERVICES

BETWEEN

THE TOWN OF LAKE PARK, FLORIDA

AND

THE SHERIFF OF PALM BEACH COUNTY, FLORIDA

October 1, 2001

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AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT FOR POLICE SERVICES, dated the [] day of [], 2001, is made by
and between the TOWN and PBSO.

WITNESSETH:

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

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

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

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

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

ARTICLE 1 DEFINITIONS

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

1.1.1 Agreement. "Agreement" shall mean this Agreement for Police Services between the TOWN and PBSO.

1.1.2 Ancillary Services. "Ancillary Services" shall mean those other services listed on the attached Schedule 1 under the heading "Ancillary Services" which PBSO shall provide to the TOWN during the Term.

1.1.3 Annexed Town Boundaries. "Annexed Town Boundaries" includes the current TOWN boundaries and any area or areas that may be annexed in the future as delineated in Exhibit A.

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

1.1.5 Consideration. "Consideration" shall mean the monthly payment and other amounts payable by the TOWN hereunder in consideration of the Services performed by PBSO, as set forth in the attached Schedule "2" hereof.

1.1.6 District Commander. "District Commander" shall mean the Person who will be deemed to be the Chief of Police of the Town and who is responsible for the actions of the PBSO employees who provide the Services and other matters related to providing Services in the TOWN. The District Commander shall be a sworn pay grade 41 in PBSO's pay scale and shall be the equivalent of an Administrative Lieutenant rank.

1.1.7 Effective Date. "Effective Date" shall mean October 1, 2001.

1.1.8 Employees. "Employees" shall mean each of the employees who (a) provide police related services for the TOWN, (b) are listed on the attached Schedule "3.0", and c) are retained by PBSO after the Effective Date.

1.1.9 Employment Applicants. "Employment Applicants" shall mean those individuals listed on Schedule 3.1 who are currently employees of the TOWN and who will be provided employment at PBSO, if, in the discretion of PBSO the Employment Applicants meet PBSO standards.

1.1.10 Equipment. "Equipment" shall mean the equipment (a) owned by the TOWN and used by the TOWN prior to the Effective Date in providing police related services within the TOWN, (b) listed on the attached Schedule "4" under the heading "Equipment".

1.1.11 Facilities. "Facilities" shall mean the Premises (as defined in the Lease Agreement) which are leased to PBSO pursuant to the Lease.

1.1.12 Fair Market Value of Equipment and Vehicle Fleet. "Fair Market Value of Equipment and Vehicle Fleet" shall mean the fair market value of the Equipment and Vehicle Fleet as of the Effective Date as determined by an appraiser, mutually chosen by the parties hereto, who is a member of an appraisal institute or business valuation society that is held in repute in the State of Florida. The Fair Market Value of Equipment and Vehicle Fleet shall be established by such appraiser in accordance with recognized methods of business valuation.

1.1.13 Lease. "Lease" shall mean the Lease attached hereto as Exhibit "C" whereunder the TOWN shall lease to PBSO, and PBSO shall lease from the TOWN, the Facilities.

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

1.1.15 PBSO. "PBSO" shall mean the duly elected and qualified Sheriff of Palm Beach County, Florida.

1.1.16 PBSO's Address. "PBSO's Address" shall mean Palm Beach Sheriff's Office, 3228 Gun Club Road, West Palm Beach, FL 33406-3001, Telecopy Number (561) 688-3175.

Attention: Sheriff, Undersheriff, and Chief Legal Advisor. PBSO shall be responsible for notifying TOWN of any name or address changes.

1.1.17 Patrol Unit. "Patrol Unit" shall mean one Uniformed Officer and all standard police support equipment.

1.1.18 Person. "Person" shall mean any individual, corporation, professional association, partnership, limited liability company, trust, unincorporated organization, any other entity or government, municipality or any agency or political subdivision thereof.

1.1.19 Police Headquarters. "Police Headquarters" shall mean that portion of the premises located described in Exhibit C, the Lease Agreement.

1.1.20 Services. "Services" shall mean the aggregate of all police services, 911 emergency, and communications services to be provided by PBSO pursuant to this Agreement as more particularly described on the attached Schedule "1".

1.1.21 Term. "Term" shall mean four (4) years commencing on the Effective Date and expiring on the Termination Date and any extensions thereto.

1.1.22 Termination Date. "Termination Date" shall mean September 30, 2005.

1.1.23 TOWN. "TOWN" shall mean the Town of Lake Park, Florida, a municipal corporation organized and existing under the laws of the State of Florida and located within the boundaries of Palm Beach County, Florida.

1.1.24 TOWN's Address. "TOWN's Address" shall mean 535 Park Avenue, Lake Park Florida 33403, Attention: Mayor, Vice-Mayor, Commissioners, Town Manager, and Town Attorney. TOWN shall be responsible for notifying PBSO of any name or address changes.

1.1.25 TOWN Boundaries. "TOWN Boundaries" shall mean the area within the municipal boundaries of the TOWN shown on the attached Exhibit "B".

1.1.26 TOWN District. "Town District" shall mean (a) the Town Boundaries, or (b) the Annexed Town Boundaries on the date the TOWN's annexation plan becomes effective after the Palm Beach County Commission approves such annexation plan, provided PBSO has received the required notification set forth in Article 11.1.

1.1.27 Town District Employees. "Town District Employees" shall mean those persons who, from time to time, will provide Police Services to the TOWN including any (a) Employees defined in Article 1.1.8, (b) PBSO employees assigned to the TOWN, and (c) other Persons contracted by PBSO to provide such services to the TOWN.

1.1.28 Town Manager. "Town Manager" shall mean the duly appointed and validly existing Town Manager of the TOWN.

1.1.29 Uniformed Officer. "Uniformed Officer" shall mean a uniformed deputy employed by PBSO who patrols the TOWN District.

1.1.30 Vehicle Fleet. "Vehicle Fleet" shall mean the vehicles (a) owned by the TOWN, (b) used by the TOWN prior to the Effective Date in providing Services within the TOWN, and c) listed on the attached Schedule "4" under the heading "Vehicle Fleet."

1.2 INTERPRETATION. Each definition of an agreement in this Agreement shall, unless otherwise specified, include such agreement as modified, amended, restated or supplemented from time to time, and except where the context otherwise requires, the singular shall include the plural and vice versa. Except where otherwise specifically restricted, reference to a party to this Agreement includes that party and its permitted successors and assigns. The captions or headings in this Agreement are for convenience only and in no way limit the scope or intent of any provision of this Agreement.

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

1.4 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.

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

ARTICLE 2 GENERAL

2.1 CONTRACTOR RELATIONSHIP. TOWN hereby retains PBSO as an independent contractor to provide the Services within TOWN, subject to the terms and conditions contained herein. Notwithstanding PBSO's independent contractor status hereunder, PBSO and the Town District Employees shall have the power and authority granted by the TOWN in Section 3.7. hereof. In addition, PBSO shall also provide the Ancillary Services for the benefit of the TOWN, subject to availability, when PBSO deems same necessary or desirable.

2.2 NO PARTNERSHIP. The relationship between the TOWN and PBSO shall be solely as set forth herein. Neither party shall be deemed the employee, agent, partner or joint venturer of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other or to do any other thing on behalf of the other, except as specifically set forth herein. Neither the TOWN nor PBSO will have or attempt to exercise any control or direction over the methods used by the other to perform its work, duties and obligations under this Agreement except as specifically set forth herein. The respective employees, agents and representatives of each of the TOWN and PBSO shall remain their own employees, agents or

representatives, and shall not be entitled to employment benefits of any kind from the other, except as specifically set forth herein. The TOWN and PBSO shall assume full responsibility for their own compliance with any and all Applicable Laws.

2.3 TERM. This Agreement shall commence on the Effective Date and shall continue thereafter for the Term, unless otherwise extended or terminated as set forth herein. The parties shall have two options to extend the Term for an additional four (4) years upon the same terms and conditions contained herein, except that the Consideration payable hereunder shall be mutually agreed to by parties and shall be limited to an annual percentage increase not to exceed eight percent (8%), per Article 6 hereof. PBSO shall provide the TOWN with written documentation to support any percentage rate increase or other change impacting the Consideration amount. The parties may exercise this option by providing the other party with written notice of the party's desire to extend the Term at their respective addresses set forth in Article 1 at least one hundred eighty (180) days prior to the expiration of the initial Term. Upon receipt of such notice, the receiving party shall indicate its acknowledgment thereof in writing, delivered to the notifying party no later than twenty (20) days from the receipt of the notice. The parties will commence negotiating in good faith an extension of the Term upon receipt of the notice to exercise the option, and upon reaching an agreement, the parties will take such action and shall execute such documentation as necessary or desirable to effectuate such extension. If the parties are unable to reach an agreement by the ninetieth (90th) day prior to the expiration of the Term, this option shall terminate and this Agreement shall automatically terminate on the Termination Date.

2.4 TRANSITION PERIOD. Until the expiration or earlier termination of this Agreement, PBSO shall continue to provide the Services in the manner required herein. If the TOWN determines that it will be unable to provide adequate police related services through its own police force beginning on the day this Agreement is to expire or earlier terminate and upon providing PBSO with at least thirty (30) days prior written notice of same, the Term shall automatically extend upon the same terms and conditions set forth herein (including annual percentage increases not to exceed eight percent (8%), as more fully described in Article 6.1) for the shorter of (a) twenty-four (24) months, or (b) at least one hundred eighty (180) days after PBSO's receipt of the TOWN's written notice that it capable of providing adequate police related service.

2.5 REPRESENTATIONS AND WARRANTIES OF TOWN. The TOWN represents, warrants and covenants to PBSO as of the date hereof and throughout the Term that:

2.5.1 Existence. The TOWN 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 TOWN has duly authorized, executed and delivered this Agreement and any and all instruments in connection therewith;

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

2.5.3 Breach. 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 TOWN is a party or by which TOWN is bound, (b) result in the creation of any Lien upon ~~the Equipment or the Vehicle Fleet, or result in the violation by the TOWN of any provision of any~~ Applicable Law, (c) violate or conflict with any charter or other document governing the actions of TOWN, or (d) require TOWN 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 TOWN is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

2.5.4 Vehicles and Equipment. The TOWN has good and marketable title to the Equipment and the Vehicle Fleet, each subject to no Lien in favor of any third party.

2.5.5 Employees. Schedule "3.0" lists the name of each Employee together with such Employee's rank and accrued sick days, vacation days, personal days and any other accrued leave or benefits as of the Effective Date and the date such Employee was originally employed by or certified with the TOWN.

2.5.6 Employee Claims. There are currently no disputes, grievances, charges, complaints or proceedings, and the TOWN has no knowledge of facts or circumstances that could result in a grievance, charge, complaint or proceeding involving any Employee or any collective bargaining representative of the Employees which would have a material adverse effect on this Agreement or the TOWN's or PBSO's obligations hereunder, except as otherwise disclosed herein. No Employee has any claim against the TOWN known to the TOWN on account of (a) overtime pay, other than overtime pay for the current payroll period; (b) wages or salary for any period other than the current payroll period; (c) vacation, compensatory time, time off or pay in lieu of vacation or time off, other than that earned in respect of the current calendar year; or (d) any violation of any Applicable Law relating to minimum or maximum hours of work other than, in each case, those disclosed herein. Employee claims for accrued and unpaid sick days, accrued and unpaid vacation days, accrued and unpaid personal days and other accrued and unpaid leave time and compensatory time are listed in the attached Schedule "3.0." All other Employee claims or potential claims which are required to be disclosed pursuant to the terms of this Agreement are listed on the attached Schedule "5." The TOWN shall be responsible for all claims listed on Schedule 5, and any claims resulting from incidents which occurred prior to the Effective Date that were not filed until after the Effective Date.

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

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

2.6.1 Duly Elected. PBSO is the duly elected or appointed, qualified and incumbent Sheriff of Palm Beach County, Florida, has and will retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this

Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;

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

2.6.3 **Breach.** 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 PBSO is a party or by which PBSO is bound, (b) result in the violation by PBSO of any provision of any Applicable Law, (c) violate or conflict with any charter or other document governing the actions of PBSO, or (d) require PBSO 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. PBSO is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

2.6.4 **Compliance.** PBSO has complied and will comply with all Applicable Laws relating to the performance of the Services and the employment of the Town District Employees.

2.6.5 **Accuracy.** No representation or warranty made by PBSO herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statements 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.

ARTICLE 3 STAFFING AND EMPLOYMENT STRUCTURE

3.1 **STAFFING.** Commencing on the Effective Date, PBSO shall schedule, provide and employ the personnel deemed necessary or desirable by PBSO to provide the Services in TOWN in accordance with the Staffing Schedule attached hereto as Schedule "6" (the "Staffing Schedule"). PBSO shall have the sole responsibility and control over setting performance standards, disciplinary standards and, provided PBSO complies with the minimum requirements set forth in the Staffing Schedule, all other matters related to performing the Services and employing the Town District Employees.

3.2 **RETAINING EMPLOYEES.** All Employees being retained by PBSO in Schedule 3.0 must meet PBSO standards for employment. Each of the listed Employees shall resign from the TOWN effective as of the Effective Date and PBSO shall employ the Employees on the Effective Date subject to applicable collective bargaining agreements, if any. Such Employees shall be entitled to PBSO's standard compensation and benefits package for employees performing similar services in accordance with the applicable collective bargaining agreement.

All Employment Applicants set forth in Schedule 3.1 who have been employed with the Lake Park Police Department no less than three months prior to the effective date of this Agreement and who wish to obtain employment with PBSO after the transition shall be offered employment by PBSO, if the Employment Applicants meet PBSO standards. Each of the Employment Applicants listed in Schedule 3.1 shall resign from TOWN employment on the effective date of this Agreement, and those who become employees of PBSO shall be entitled to PBSO's standard compensation and benefits package for employees performing similar services.

3.3 NO EMPLOYMENT RESPONSIBILITY. Commencing on the Effective Date, all listed Employees shall be and remain PBSO employees, and such employees shall not be considered employees of the TOWN for purposes of pension benefits, insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, the TOWN shall not be called upon to assume any liability for or direct payment of any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, worker's compensation (Chapter 440, Florida Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any Town District Employees whatsoever, arising out of PBSO's employment of such Persons and such Persons' performance of the Services, except as provided in Article 3.4.

3.4 OBLIGATIONS. At the inception of this Agreement, PBSO will allow the TOWN to transfer all preexisting accruals for vacation (not to exceed two hundred forty (240) hours) and an unlimited amount of accrued but unused sick days, personal days, or other compensatory time with respect to each employee listed on Schedule 3.0 and any Employment Applicants listed on Schedule 3.1 to PBSO and hired by PBSO. However, the parties acknowledge and agree that PBSO shall only be liable and responsible for the number of days in each category by employee as set forth in Schedules 3.0 and 3.1. Furthermore, the obligations of Employment Applicants listed in Schedule 3.1 only accrue to PBSO should said Employment Applicant be hired by PBSO and said decision to employ said Employment Applicant shall be within the sole discretion of PBSO. The obligation of PBSO pursuant to this provision is contingent upon timely payment of TOWN. The TOWN's total obligation to PBSO \$148,115.40, to be paid in twelve (12) equal monthly payments of \$12,342.95 each, the first payment due on November 1, 2001. The 148,115.40 may be subject to adjustment based upon actual employees in Schedule 3.0 and those Employment Applicants in Schedule 3.1 who are ultimately hired by PBSO.

PBSO shall provide pension benefits to all employees listed in Schedule "3.0." Each listed Employee shall have an option to remain on the TOWN's pension plan or move to PBSO's Pension Plan. PBSO will contribute five percent 5 % of gross income into the TOWN's Pension Plan for all Employees listed in Schedule 3.0 who opt to remain in the TOWN's Pension Plan. Employees listed in Schedule 3.0 who chose to move to PBSO's Pension Plan will receive the same benefits as all other PBSO Employees.

3.5 SENIORITY. PBSO will credit all Employees with seniority privileges for shift bidding and vacation selection as if they were hired by PBSO on the date they were hired by the TOWN. PBSO will credit Employees with seniority privileges for promotional opportunities and Career Deputy after one year from the commencement of the Term as if they were hired by PBSO on the date they were hired by the TOWN. Employees will begin earning credit toward longevity pay, merit leave and payment for unused sick leave on the date of commencement of the Term as set forth in PBSO's Policies and Procedures.

3.6 OPPORTUNITIES. All Employees shall be given the same opportunities for advancement, education, shifts, vacations, compensation and all other benefits as are made available to any other similarly ranked employee of PBSO with a similar seniority status

3.7 ASSIGNMENT OF POLICE POWERS. The TOWN does hereby vest in each Town District Employee, to the extent allowed by Applicable Law, the TOWN's police powers to the extent necessary or desirable to perform the Services. Every sworn police officer of PBSO so empowered hereby and engaged in the performance of the Services shall be deemed to be a sworn officer of the TOWN while performing such Services.

3.8 EDUCATION. The parties acknowledge the importance of the Town District Employees' knowledge of the general make-up of the TOWN and its geographic areas, its industrial, business and residential composition and its crime problems. PBSO shall offer appropriate continuing education to assure that all Town District Employees are acquainted with the Town District's general make-up, geographic areas, industrial, business and residential composition and its crime problems.

ARTICLE 4 FACILITIES AND EQUIPMENT

4.1 TRANSFER OF CURRENT VEHICLE FLEET AND EQUIPMENT. On the Effective Date, the TOWN shall transfer title and ownership interest to PBSO the Vehicle Fleet and Equipment in an "as-is" condition and shall include attached equipment, such as light bars and cages set forth in Schedule 4. PBSO shall retain the TOWN logo and name on vehicles operated within the TOWN District.

4.2 RETRANSFER OF EQUIPMENT, VEHICLE FLEET AND FACILITIES. Upon the expiration or earlier termination of this Agreement, PBSO shall return to the TOWN all equipment, vehicles, radios and facilities used by PBSO in performing police related services, free and clear of all Liens, or the appraised value of such equipment, vehicles or facilities as set forth in Schedule 4. Should the Agreement be terminated prior to the expiration of the Term within five years of the effective date, the aforementioned radio equipment will be returned to the TOWN, and any prorated sum for the balance of the cost of the radio equipment to be amortized over a five year period shall be paid by the TOWN. PBSO shall return all equipment, vehicles, radios and facilities in good condition, reasonable wear and tear, fire and other casualty loss excepted. TOWN shall compensate PBSO for the retransfer of such vehicles and equipment in an amount equal to the difference between their fair market value of such vehicles and equipment transferred by TOWN as reflected in Schedule 4. The fair market value of such vehicles or equipment sold, transferred, assigned and conveyed by PBSO to the TOWN pursuant to this Section shall be determined by (a) agreement, or if no agreement is reached within thirty (30) days after notice, as defined in Article 11.1, by either party that said party chooses to elect option b, (b) the average of the three appraised values according to an appraiser selected by PBSO, an appraiser selected by the TOWN, and an appraiser selected by agreement of both parties.

attorneys' fees, damages and penalties in connection therewith, and agrees that the same shall be added to, and become due and payable with, the next installment of Consideration due hereunder or, if no further Consideration is owed under this Agreement, within thirty (30) days of the TOWN's receipt of written demand therefor.

6.2.1 Traffic Funds. TOWN shall segregate all traffic ticket funds collected within the TOWN and designate such funds for the sole purpose of enhancing/increasing Police Services. TOWN shall transfer to PBSO control and custody of said monies following its approval of PBSO's proposed use.

6.2.2 Radio Costs. The cost of purchasing radios for the TOWN District Employees is included within the consideration set forth in Article 6.1., which costs shall be amortized over a period of five (5) years. Radio Startup/Expansion Contribution charged by Palm Beach County Communications Division shall be passed on to the TOWN as a direct cost as set forth in Schedule 2. PBSO will amortize the costs of the radio equipment over a five (5) year period. Should this Agreement terminate prior to the end of the five year amortized payment schedule, the TOWN shall assume responsibility for any remaining balance on the amortization schedule and PBSO will be free of obligation.

ARTICLE 7 FINES, FORFEITURES, REVENUES: PAYMENT, AND EVIDENCE

7.1 STATUTORY FEES FOR LAW ENFORCEMENT USE/LAW ENFORCEMENT EDUCATION FUNDS. Any and all statutory fees received by the TOWN that are earmarked for a law enforcement purpose shall be transferred and assigned by the TOWN to PBSO. All law enforcement education funds levied and collected by the Clerk of the Court for Palm Beach County, Florida and designated for use by the TOWN pursuant to Section 943.25, Florida Statutes, shall be assigned by the TOWN to PBSO for payment directly from the Clerk of the Court for Palm Beach County, Florida to PBSO. The TOWN hereby authorizes, empowers and assigns PBSO to take such actions on behalf of the TOWN to obtain such funds directly from the Clerk of the Court for Palm Beach County, Florida. If such funds were paid to the TOWN, the TOWN shall, within thirty (30) days of its receipt of same, pay such funds to PBSO. These funds shall be used by PBSO for the law enforcement education purposes authorized in said statute.

7.2 GRANT FUNDS AND MISCELLANEOUS REVENUES. The PBSO shall cooperate with the TOWN and, to the extent allowable by law, act as the law enforcement agent on behalf of the TOWN 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 TOWN will make these funds available to the PBSO to carry out the intent of the grant program as approved by the granting agency and the TOWN. It is understood by both parties that all revenues currently received by the TOWN as a result of law enforcement activities shall continue to be received by the TOWN as previously mentioned herein or as may be added in the future.

7.3 RETURN OF UNUSED FUNDS. All funds initially received by the PBSO from the TOWN under the provisions of this Article, as well as funds received directly to the PBSO after the commencement of the Agreement, shall be accounted for and reported to the TOWN annually to include the details of all revenues

received and all expenditures made. In the event of termination of the agreement all unused funds shall be returned to the TOWN within 30 days from the date of termination.

7.4 SEIZED FUNDS. On the Effective Date, the TOWN shall sell, assign, transfer and convey the TOWN's right, title and interest in any funds currently maintained by the TOWN in the Law Enforcement Trust Fund to PBSO for any use permitted by law. PBSO shall use any funds subsequently recovered or seized by any Town District Employee within the Town District after the effective date of this Agreement, solely within the Town District. Upon the termination of this Agreement, all right, title and interest in any funds maintained by PBSO in the Law Enforcement Trust Fund for the Town District shall revert back to the TOWN.

7.5 EVIDENCE. All evidence currently in the custody of the TOWN shall be transferred to the custody of PBSO. TOWN agrees to assist in the transfer of all evidence to PBSO until such time that all evidence is documented and accounted for in accordance with PBSO Policies and Procedures for maintaining evidence, even if such transfer shall continue after the commencement of the Term.

ARTICLE 8 INSURANCE

8.1 PBSO's OBLIGATIONS. PBSO is self-insured and shall maintain levels of coverage consistent with its current policies during the Term. If, however, PBSO obtains insurance coverage outside any self-insurance fund currently in existence, PBSO shall maintain the same levels of coverage consistent with its Policies under its self-insurance program.

8.2 TOWN'S OBLIGATIONS. The TOWN 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 TOWN and the PBSO in the event of claims related to the Facilities or damage/destruction of the Facilities leased by the PBSO under this Agreement. TOWN shall provide a copy of its insurance policies to PBSO.

ARTICLE 9 DEFAULT

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

9.1.1 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;

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

9.1.3 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

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

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

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

9.2.1 Terminate and cancel this Agreement;

9.2.2 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

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

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

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

9.3 INTEREST AND LATE CHARGES. Any payments due hereunder, whether for Consideration, rents, taxes, utilities, insurance or any other obligations, overdue for more than ten (10) days shall bear interest from the date due at the lesser of eighteen percent (18%) or the maximum legal rate permitted by Applicable Law. In addition, the Defaulting Party shall pay to the Non-Defaulting Party for 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 PBSO's payment obligations under this Agreement.

9.4 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. While the parties acknowledge that any change in governmental entities will not effect

the obligations of the TOWN and PBSO as set forth in this Agreement, the parties affirm that the Term set forth in Article 2.3 shall remain enforceable to the extent permitted by law.

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

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

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

9.8 **PBSO ACKNOWLEDGMENT.** PBSO does hereby acknowledge that the TOWN is entering into this Agreement in reliance upon PBSO's obligation herein imposed for the Term. Accordingly, PBSO agrees that it shall have the right to terminate this Agreement only as permitted in this Agreement.

9.9 **PARTIES' RIGHT TO TERMINATE.** In addition to a Party's remedies as a Non-Defaulting Party in this Section, the Non-Defaulting Party may terminate this Agreement at any time by giving the Defaulting Party at least one hundred eighty (180) days prior written notice thereof. In the event of such termination by the Non-Defaulting Party, the Non-Defaulting Party shall render such aid, coordination and cooperation to the Defaulting Party that might be required for an expeditious and efficient termination of services.

ARTICLE 10 INDEMNIFICATION

10.1 **PBSO'S OBLIGATIONS.** PBSO will indemnify and save harmless the TOWN of and from any and all fines, suits, claims, demands, penalties, losses and actions (including attorney's fees) for any injury to persons or damage to or loss of property caused by PBSO or its agents, employees or contractors, whether such is caused by such Person's negligence, gross negligence, willful misconduct, or breach of this Agreement, including, without limitation, such Person's actions in connection with providing the Services

or the employment of the Town District Employees to the extent permitted by Applicable Law. This covenant and agreement of PBSO shall survive the expiration or earlier termination of this Agreement.

10.2 TOWN'S OBLIGATIONS. The TOWN will indemnify and save harmless PBSO of and from any and all fines, suits, claims, demands, penalties, losses and actions (including attorney's fees) for any injury to persons or damage to or loss of property caused by the TOWN or its agents, employees or contractors, whether such is caused by such Person's negligence, gross negligence, willful misconduct, or breach of this Agreement or any collective bargaining agreement, including, without limitation, such Person's actions in connection with the employment of the Employees prior to the Effective Date, providing police related services prior to the Effective Date or any obligation or undertaking in connection with either of them to the extent permitted by law. This covenant and agreement of the TOWN shall survive the expiration or earlier termination of this Agreement.

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

10.4 SOVEREIGN IMMUNITY. PBSO and the TOWN will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

ARTICLE 11 MISCELLANEOUS

11.1 NOTICE. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been given three (3) business days after deposit in the mail, designated as certified mail, return receipt requested, postage-prepaid, or one (1) business day after being entrusted to a reputable commercial overnight delivery service, or when sent by telex or telecopy on a business day addressed to the party to which such notice is directed at its address determined in accordance with this Section with customary confirmation of receipt of such telex or telecopy received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses: If to the TOWN, to it at the TOWN's Address, as set forth in Article 1.1.23 if to PBSO, to him or her at PBSO's Address, as set forth in Article 1.1.15. Any party hereto may change the address to which notices shall be directed under this Section by giving ten (10) days written notice of such change to the other parties at their respective addresses.

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

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

11.4 ENTIRE AGREEMENT. This Agreement together with any other written agreements entered into contemporaneously herewith, constitutes and represents the entire agreement between the parties hereto.

and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Agreement may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto. This Agreement shall enure 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 hereon.

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

11.6 WAIVER OF RIGHTS. TOWN and PBSO 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, TOWN and PBSO 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.

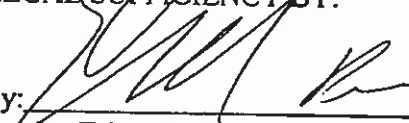
11.7 TERMINATION. The TOWN shall retain the right to terminate this Agreement without cause upon one hundred eighty (180) days notice to PBSO pursuant to Article 11.1 of its desire to cancel.

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

PBSO:
SHERIFF OF PALM BEACH COUNTY

By: 
Edward W. Bieluch, Sheriff

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY:

By: 
Tripp Scott, P.A., Special Counsel

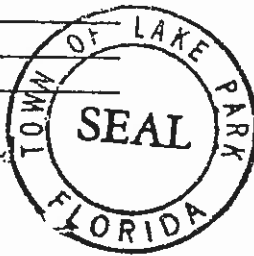
By: 
Joe Bradshaw, Chief Legal Advisor

TOWN:
TOWN OF LAKE PARK

By: Paul Wayne Castro
Name: Paul Wayne Castro
Title: Town Mayor

Attest by: Bonnie H. Goralski
Name: Bonnie H. Goralski
Title: Town Clerk

[SEAL]



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY:

By: Betty Resch
Betty Resch, Town Attorney

SCHEDULE 1 DESCRIPTION OF POLICE SERVICES

The Services which PBSO is required to provide under the Agreement shall consist of the same level and type of services provided by PBSO throughout Palm Beach County. The following are examples of services to be provided by PBSO to the TOWN, and by listing examples, the parties do not intend to set a limitation on the services to be provided by PBSO to the TOWN:

1. Uniformed Officers shall respond to and render aid in life-saving and in-progress crime scenes.
2. Each Patrol Unit shall contain all standard support equipment necessary to provide the Services.
3. Uniformed Officers shall provide vacation-house-check services and premises surveillance not less than once during each twenty-four (24) hour period for each resident of the TOWN who registers for such service. The uniformed patrol unit shall provide a high profile in both residential and business areas.
4. Emergency 911 Services - PBSO shall answer and administer, on a twenty-four (24) hour daily basis, all telephone communications related to the Services to be provided for the TOWN. Additionally, PBSO will provide dispatching for Police Services. However, PBSO will not provide dispatching for fire services as such calls will be transferred to the appropriate dispatching agency. Said services will be provided utilizing equipment either owned, leased, or in the custody and control of PBSO located at PBSO's Address.
5. Other services including record keeping and parking enforcement. PBSO will follow established procedures and processes.
6. The uniform patrol force shall respond to and render aid in life-saving and in-progress crime scenes, and shall make every reasonable effort to respond timely.

DESCRIPTION OF ANCILLARY SERVICES

The following Ancillary Services shall be provided for the TOWN at no additional cost to the TOWN when PBSO believes such are necessary or desirable:

1. Full service crime lab.
2. Helicopter patrol.
3. Organized Crime investigations (includes Vice & Narcotics).
4. Prisoner and jail services.
5. Investigators from Central Criminal investigations.
6. Marine Patrol.

7. Other support services, such as Traffic Homicide, Canine, etc. (as available to other PBSO districts or law enforcement jurisdictions).
8. Advise the TOWN of the need for additional resources including, but not limited to, Town District Employees. Upon the request of the Town Manager and PBSO's availability of resources, PBSO agrees to provide such additional resources at PBSO's then current rates or fees.
9. PBSO shall provide Uniformed Officers to provide security at all TOWN Board meetings at no additional cost to TOWN. PBSO shall also provide security and traffic detail officers to support four special event activities occurring within the TOWN at no additional cost to the TOWN. PBSO shall cooperate with the TOWN and follow TOWN procedures in the permitting of special events. The TOWN agrees to authorize PBSO to act as public safety representative for the TOWN in permitting of special events (excluding fire/rescue matters handled by the Fire Department). Special details for which deputies must be dedicated or assigned to an event shall be worked out with the sponsoring agency. It is understood that there may be circumstances in which deputies assigned to patrol must be temporarily assigned to traffic to supplement special detail deputies.

ISSUES DESCRIPTION OF TOWN PROVIDED SERVICES AND CLARIFICATION OF OTHER SERVICE/EQUIPMENT

RADIO AND TELECOMMUNICATIONS (NON-DISPATCH) SERVICES AND EQUIPMENT.

The TOWN supports the overall concept of a regional communications system with services provided by PBSO with emergency calls for service within the TOWN being received and dispatched using a primary PSAP (public safety answering point) approach. The TOWN shall pay for upgrading its current Radio and Telecommunications Services and Equipment to allow for use within the County's 800 MHz Trunked Radio System including Startup/ Expansion Contributions, which costs shall be absorbed in the consideration set forth in Article 6.1.

**SCHEDULE 2
CONSIDERATION**

Payment Schedule

<u>Time Frame</u>	<u>Yearly Consideration</u>	<u>Monthly Consideration</u>
First Year of Term	\$1,450,000.00	\$120,833.33
TOWN obligations set forth in Article 3.4	\$148,115.40* (To be paid during first year of Term)	\$12,342.95*
Radio Startup/Expansion Contribution Costs to Palm Beach County	\$75,204 (To be paid as invoiced by the County)	47,

*subject to adjustment per Article 3.4

SCHEDULE 3.0
LIST OF EMPLOYEES RETAINED BY PBSO
(TOWN PERSONNEL SYSTEM REPORT ATTACHED)

Law Enforcement Officers:

1. Barr, Brian
2. Brown, Brian
3. Cain, Mark
4. Gray, Leroy
5. Hess, William
6. Piantedosi, William
7. Pierre-Louis, Noe
8. Propst, Gerald
9. Selfridge, Patricia
10. Spears, Martin
11. Askal, Ibrahim
12. Rawdon, Kevin
13. Brown, James
14. Cascio, Richard
15. Davis, Mac
16. Miller, Stephen

Administrative Assistant:

1. Mendez, Kara

School Crossing Guards:

1. Roberts, Henry
2. Koeberlin, Allen
3. Stewart, Etha May
4. Onorato, Anthony
5. Chappelle, Carrie
6. Stewart, Maysel
7. Sant, Elizabeth
8. Aksal, Theresa
9. Davis, Ernest
10. Bursey, Barbara
11. Chappelle, Louie

SCHEDULE 3.0

TOWN PERSONNEL SYSTEM REPORT

Rank	Annual Leave	Sick Time	FH	Comp	Total of Banks	Rate of Pay	Pay Out
1 Officer	171	88.56	0	0	259.56	\$18.33	\$4,238.61
2 Officer	234.14	72	0	187.5	493.64	\$21.51	\$10,618.20
3 Officer	179	54	8	35.24	276.24	\$15.40	\$4,254.10
4 Officer	72	90.4	0	0	162.4	\$18.32	\$2,650.37
5 Officer	210.5	0	0	64.58	275.08	\$22.49	\$6,186.55
6 Officer	215	89.5	0	0	304.5	\$15.43	\$4,698.44
7 Officer	163	85.5	0	37.5	286	\$15.48	\$4,427.28
8 Officer	21	46.25	0	8	75.25	\$16.52	\$1,243.13
9 Officer	169.51	12.5	0	0	182.01	\$20.48	\$3,727.56
10 Officer	153	35.75	0	14.5	203.25	\$15.65	\$3,180.86
11 Officer	202.36	26	0	146.1	374.46	\$22.06	\$8,260.59
12 Officer	208	88	0	12.26	306.26	\$18.26	\$5,592.31
13 Officer	223.75	52	0	103.86	379.61	\$19.77	\$7,504.89
14 Officer	144.72	54.5	0	4.5	203.72	\$22.59	\$4,602.03
15 Officer	212	47.75	0	17.75	277.5	\$20.60	\$5,716.50
16 Officer	132	4.25	0	40.63	176.88	\$18.08	\$3,197.99
17 Admin. Sec.	60	96	0	35	191	\$11.18	\$2,135.38
Total	2,708.98	846.96	8.00	672.42	4,236.38	296.97	\$80,099.41

**SCHEDULE 3.1
EMPLOYMENT APPLICANTS**

(TOWN PERSONNEL SYSTEM REPORT ATTACHED)

1. Lindskoog, Jeff
2. Cindia, Linda
3. Schneider, Mark
4. Tritsch, Sally
5. Wagner, Kenneth
6. Dobson, Robert
7. Buchanan, Robert
8. Gendreau, Thomas
9. Popovich, Daniel
10. Riley, Howard
11. Rodriguez, Robert
12. Umphrey, Kevin
13. Barone, Jules J. *
14. Adams, Thomas
15. Brabham, Felicia
16. Chase, Deborah
17. Fair, Gail
18. Lapsley, Brandy
19. Parks, Jenenne
20. Slater, Laurie

SCHEDULE 3.1
TOWN PERSONNEL SYSTEM REPORT

Rank	Admin 200	Annual Leave	Sick Time	FH	Comp	Total of Banks	Rate of Pay	Pay Out
Chief	Lindskoog Jeff	209.5	96	0	78.5	384	\$30.55	\$11,731.20
LL	Schneider Mark	189	96	0	91	376	\$27.63	\$10,388.88
Adm'n. Asst.	Tritsch Sally	-4	96	8	0	100	\$14.42	\$1,442.00
Asst. Chief	Wagner Kenneth	107.5	96	8	82	293.5	\$28.13	\$8,256.16

Rank	Road Patrol 220	Annual Leave	Sick Time	FH	Comp	Total of Banks	Rate of Pay	Pay Out
Sgt.	Dobson, Robert	0	0	0	-17	-17	\$25.83	-\$439.11
Officer	Buchanan Robert	102.59	8	8	21.59	140.18	\$21.71	\$3,043.31
Sgt.	Gendreau Thomas	100.5	82	8	88.05	278.55	\$20.58	\$5,732.56
Sgt.	Popovich Daniel	161.93	0	8	21.39	191.32	\$24.74	\$4,733.26
Officer	Riley Howard	159	0	8	11.75	178.75	\$21.09	\$3,769.84
Officer	Rodriguez Robert	41.06	0	0	5	46.06	\$16.16	\$744.33
Officer	Umphrey Kevin	269	78	0	39.63	386.63	\$22.53	\$8,710.77
Sgt.	* Barone, Jules J.						\$23.31	

Rank	Dispatch 230	Annual Leave	Sick Time	FH	Comp	Total of Banks	Rate of Pay	Pay Out
Dispatch	Adams Thomas	65.5	0	8	1.45	74.95	\$15.75	\$1,180.46
Dispatch	Brabham Felicia	0	0	0	0	0	\$11.14	\$0.00
Dispatch	Chase Deborah	52.25	52.5	0	0	104.75	\$11.73	\$1,228.72
Dispatch	Cindia Linda	147.5	96	0	0	243.5	\$10.34	\$2,517.79
Dispatch	Fair Gail	171.75	52	0	13.5	237.25	\$12.72	\$3,017.82
Dispatch	Lapsley Brandy	53	77.25	0	0	130.25	\$11.14	\$1,450.99
Dispatch	Parks Jenenne	0	0	0	0	0	\$11.67	\$0.00
Dispatch	Slater Laurie	0	0	0	0	0	\$14.30	\$0.00

Total	1826.08	829.75	56	436.86	3148.69	\$375.47	\$67,508.96
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* All pre-existing liabilities for this Officer were covered in a re-employment, settlement agreement between the Officer and the Town of Lake Park.

SCHEDULE 4
VEHICLE FLEET AND EQUIPMENT

Attached

SCHEDULE 4

VEHICLE FLEET AND EQUIPMENT

<u>Equipment</u>	<u>Value</u>
Chairs	23
Desk	11
Book Case	2
Filing Cabinets	12
TV	2
VCR Stand	2
Fax Stand	1
Phones	11
IKON Copy Machine (to paid by the Town of LP)	1
Kitchen General Area	
Cordenza	1
Podium	1
Level III, Gold Body	25
Rador Trailer	1
Laser Radar	1
Radars	11

<u>Vehicles Numbers</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Mileage</u>	<u>Condition</u>	<u>Value</u>
# 74	2000	Ford	Crown Victoria	17925	Good	
#95	1998	Ford	Explorer	45817	Good	
#96	1998	Ford	Crown Victoria	46413	Good	
#97	1998	Ford	Crown Victoria	45149	Good	
#98	1999	Ford	Crown Victoria	40980	Good	
#80	1991	Chevrolet	Caprice	98028	Fair	
#94	1996	Ford	Crown Victoria	91150	Fair	
#82	1993	Ford	Crown Victoria	98174	Fair	
#73	2000	Ford	Crown Victoria	27000	Good	

*** Please note that all vehicles include Police equipment, such as: Light Bars, Sirens, Cages, etc.,)
(Except police radios)

SCHEDULE 5
LIST OF EXISTING AND POTENTIAL CLAIMS

GABRIEL AARON RAMON, GABRIEL RAMOS JR., AND CHARLOTTE JOHNSON v. TOWN OF LAKE PARK POLICE DEPARTMENT, TOWN OF LAKE PARK, OFFICER IBRAHIM AKSAL AND OFFICER ROBERT MURPHY, Case No 01-8563 CIV, U.S. District Court, Judge Ferguson-Snow. The Florida League of Cities is the insurer for the town in this case.

IN THE MATTER OF ARBITRATION BETWEEN THE TOWN OF LAKE PARK, FLORIDA, AND THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, FMCS 00-00084. This is the arbitration case for the firings of Kevin Umphrey Brian Brown and H. Shane Riley. The only outstanding issues in this case are the signing of releases and the final back pay payments.

INGERSOLL, BROWN, UMPHREY AND RILEY v. TOWN OF LAKE PARK, et al., Case No. 00-2394 AE. Florida League of Cities is the insurer for the town in this case.

CLAIM NO: 044-62-2833, State Department of Labor and Employment Security, Office of the Judge of Compensation Claims District.

Claimant: Robert J. Dobson. Date of accident, 4/20/01. Florida League of Cities has denied the claim, it is in litigation.

JULIUS BARONE v. TOWN OF LAKE PARK, LINDSKOOG and LEARY, Case No: CL 00-01277 AH. This case has been approved for settlement by the town commission, and the Florida League of Cities is our insurer.

The following are claim notices which have not been filed as lawsuits:

Willie Clark. Claimant alleges excessive force. Claim loss notice filed in April 2000, Date of Loss 8/28/98.

Ms. Lataisha Anderson McCullon and Cheryl Paynes. Allegation of false arrest and malicious prosecution by Officers Cain and Miller.

Jerome Range. Allegation of false arrest. This stems from 1997, and is inactive. Florida League of Cities is the insurer.

SCHEDULE 6 STAFFING SCHEDULE

Upon the Effective Date, a transition process of up to 90 days is anticipated for the benefit of permitting the Employees a reasonable period of time to adjust from one organizational philosophy to another. Included in this transition period is an adjustment from the present operations/uniform patrol shift schedule used by the TOWN to the operations/uniform shift schedule used by PBSO.

PBSO will deploy Uniformed Officers on each operational/uniform patrol shift. PBSO currently employs an eight (8) hour by three (3) shift structure over a twenty-four (24) hour period. The District Commander will determine daily uniform deployments to meet the needs of the TOWN and the level of Services.

Other uniformed units assigned to the patrol operations may include traffic, canine, and other specialized units. Additional personnel will be assigned to directly support the patrol operations units, as well as investigate several categories of property crimes generated in the district (burglary, etc.). Specialized units would be assigned by the District Commander on an as needed basis.

The current anticipated level of Police Services to be provided includes one District Commander, sixteen Law Enforcement Officers, one Administrative Secretary, and fourteen School Crossing Guards.

If there is a new demand or circumstances which require an increased level of Police Services to meet the needs of the TOWN, then PBSO shall make a proposal to the Town Commission for an increased level of Service as set forth in Article 6.2.

EXHIBIT A
CONTRACT AMENDMENT DUE TO ANNEXATION

The purpose of this exhibit is to provide for general procedures to amend the Agreement due to an annexation by the TOWN. In the case of approval of any annexation bill, the TOWN and PBSO agree to the following:

1. **AMENDMENT.** Expansion of the police services to areas annexed into the TOWN shall be performed through an amendment to the Agreement.
2. **SUBMISSION OF AMENDMENT BY PBSO.** The services provided, service level, and costs of the services in line-item detail shall be submitted by formal request for an amendment by PBSO. The request shall be presented to the City Commission for approval in the form of an amendment. The amendment request must be submitted 90 days prior to the effective date upon which services will be required to be provided by the TOWN under the provisions of either an Annexation Transition Plan or the legislative bill itself provided there is a minimum of 120 days lead time prior to the annexation effective date.
3. **LEVEL OF SERVICE.** The patrol services level to the annexed area(s) shall be of an equivalent level as that provided to the original TOWN as it existed upon approval of the original Agreement. All law enforcement services provided under the Agreement shall be made available to the annexed area(s). Existing administrative and managerial support positions will be utilized to the greatest extent possible. Police services provided under the proposed amendments are subject to City Commission approval.
4. **CONSIDERATION.** The consideration to be paid for expansion of services to the annexed area shall be commensurate with any change in the level of services set forth in the amendment.
5. **EFFECTIVE DATE.** Payment for law enforcement services will be subject to the interlocal agreement on annexation as referenced in the annexation legislative bill.
6. **TRANSITION PLAN.** PBSO and TOWN agree to develop a transition plan for any period falling between the actual annexation effective date and the commencement of the next fiscal year as soon as it is legally determined that the boundaries of the TOWN will be expanded. A transition plan shall be developed prior to the date upon which the service amendment must be submitted. The planning process shall involve both TOWN and PBSO officials.

**EXHIBIT B
TOWN BOUNDARIES**

Attached

EXHIBIT B
TOWN BOUNDARIES

The territorial limits, boundary lines and area of the Town of Lake Park, Palm Beach County, Florida, a municipal corporation organized and existing under the laws of the State of Florida, be and the same are defined, fixed, determined and established as all that portion of Sections 19, 20, 21 and 22, Township 42 South, Range 43 East, being more particularly described as follows:

Beginning at the northwest corner of said section 20; thence South 88°29'36" East, along the north line of the northwest one-quarter (NW $\frac{1}{4}$) of said section 20, a distance of 2658.69 feet to the north one-quarter (N $\frac{1}{4}$) corner of said section 20; thence South 01°16'15" West, along the east line of said northwest one-quarter (NW $\frac{1}{4}$), a distance of 15.75 feet to a point on a line which is 7.75 feet south of and parallel with the centerline of Northlake Boulevard (S.R. No. 809) as shown on the Florida State Department of Transportation Right-of-Way Section No. 93600-2604; thence South 88°29'08" East, along said parallel line (said line also being 15.75 feet south of and parallel with the north line of the northeast one-quarter (NE $\frac{1}{4}$) of said section 20), a distance of 2654.88 feet to the east line of said northeast one-quarter (NE $\frac{1}{4}$); thence South 88°39'56" East, 199.98 feet to a point on a tangent curve; thence along the arc of said curve, concave to the south, having a radius of 4019.52 feet, a delta of 08°40'40", and an arc length of 608.78 feet to a point of reverse curvature; thence along the arc of said curve, concave to the north, having a radius of 4009.75 feet, a delta of 10°37'48", and an arc length of 743.92 feet; thence tangent to the previously described curve, north 89°22'56" east, 1094.29 feet to a point on the east line of the northwest one-quarter (NW $\frac{1}{4}$) of section 21, (the last four (4) described courses being 7.75 feet south of and parallel with the said centerline of Northlake Boulevard; thence South 01°38'53" West, along said east line (said line also being the west line of Government Lot 1), a distance of 1283.83 feet to the south line of Government Lot 1; thence South 88°38'33" East, along the south line of Government Lot 1 and its easterly extension, 3330.68 feet to the centerline of the Channel of the Intracoastal Waterway; thence South 05°41'10" East, along said centerline, 4093.38 feet to a point on the south line of section 22; thence North 88°31'33" West, along the south line of section 22 and section 21, a distance of 3853.21 to the south one-quarter (S $\frac{1}{4}$) corner of said section 21; thence continuing along the south line of section 21, North 88°31'04" West, 2599.87 feet to the southwest corner of said section 21; thence North 88°31'37" West, along the south line of section 20, a distance of 2661.47 feet to the south one-quarter (S $\frac{1}{4}$) corner of said section 20; thence continuing along the south line of section 20, North 88°30'30" West, 2665.20 feet to the southwest corner of said section 20; thence North 01°21'11" East, along the east line of the southeast one-quarter (SE $\frac{1}{4}$) of section 19, a distance of 40.01 feet; thence North 87°18'48" West, along a line 40.00 feet north of and parallel with the south line of section 19, a distance of 2674.34 feet to a point on the west line of the southeast one-quarter (SE $\frac{1}{4}$) of said section 19; thence North 01°32'37" East, along said west line, 289.99 feet; thence South 88°27'29" East, 18.41 feet to a point on the easterly right of way line of the Central and Southern Florida Flood Control District Canal C-17; thence North 19°22'03" East, along said easterly right-of-way line, 5013.61; thence continuing along said easterly right-of-way line, North 01°32'59" East, 171.25 feet to the southerly right-of-way line of Lake Park Road (S.R. No. 809-A) as shown on the Florida State Department of Transportation Right-of-Way Map Section No. 93600-2606; thence South 88°26'21" East, along said southerly right-of-way line, 71.95 feet; thence South 01°19'36" West, along a line 1030.00 feet west of and parallel with the east line of section

EXHIBIT B
TOWN BOUNDARIES

19, a distance of 425.00 feet; thence South $88^{\circ}26'21''$ East, along a line 500.00 feet south of and parallel with the north line of said section 19, a distance of 200.00 feet; thence South $01^{\circ}19'36''$ West, along a line 830.00 feet west of and parallel with the east line of said section 19, a distance of 300.00 feet; thence South $88^{\circ}26'21''$ East, along a line 800.00 feet, south of and parallel with the north line of said section 19, a distance of 830.01 feet to the west line of the northwest one-quarter (NW $\frac{1}{4}$) of section 20; thence North $01^{\circ}19'36''$ East, along said west line, 800.01 feet to the point of beginning; Said lands lying in Palm Beach County, containing 1527.991 acres, more or less.

EXHIBIT C LEASE AGREEMENT

LESSOR

THE TOWN OF LAKE PARK, FLORIDA
535 Park Avenue
Lake Park, FL 33403
("Lessor")

LESSEE

THE SHERIFF OF PALM BEACH COUNTY,
FLORIDA
Palm Beach Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406-3001
("Lessee")

PREMISES

That portion of Lessor's property located at 700 6th Street, Lake Park, FL 33403 (the "Police Headquarters"), together with all buildings, betterments, landscaping, parking areas and other improvements thereon, all as more particularly shown in Exhibit "1" attached hereto and incorporated herein by reference (the "Premises") (Exhibit 1), at either party's option, to be supplemented by a survey of the Premises.

Within the Police Headquarters building, Lessor shall have the right to maintain the offices and associated space supporting the communications dispatching and information technologies support functions and no relocations shall be required without the TOWN's consent. The TOWN will continue to lease tower and land space as it deems appropriate and will continue to receive all current and future revenues from said leases. TOWN employees and sublessees having business to conduct on the Premises shall have a right of access to those areas required for the purpose of carrying out their business.

In consideration of the mutual covenants contained herein and in connection with that certain Agreement for Police Services between Lessor and Lessee of even date herewith (the "Agreement"), Lessor does hereby lease, let and demise to Lessee, and Lessee hereby leases from Lessor, the Premises upon the terms and conditions set forth herein and in the Conditions of Lease, Exhibits and Addenda hereto (collectively, the "Lease"). Capitalized terms used but not otherwise defined herein, shall be used herein as defined in the Agreement.

TERM

The term of this Lease shall commence upon the date the Police Services Agreement commences and shall terminate on the date the Police Services Agreement's expiration or earlier termination but not to exceed ten years.

RENT

The monthly rent (the "Monthly Rent") during the Term shall be ten dollars (\$10.00).

EXTENSION

The term of this Lease shall automatically extend for the same length of period as the Agreement when the Term of the Agreement is extended in accordance with the requirements contained therein. If the term of this

Lease is extended, it shall be extended upon the same terms and conditions contained herein but not to exceed ten years.

ARTICLE 1

1.1 RENT. The Monthly Rent shall be due and payable on the first day of each month during the Term and any extensions thereto beginning with the first payment due on the Effective Date. If the Effective Date of any term hereunder is not the first day of a month, the monthly rent for the first and last month of such term shall be prorated accordingly.

ARTICLE 2

2.1 UTILITIES. Lessor shall pay or cause to be paid all charges for water, sewer, gas, electricity, light, heat, power, telephone and other utility services used, rendered or supplied to the Premises, accruing upon commencement of the Lease and during the term of this Lease thereafter. The existing copy machine on the Premises will be provided by Lessor and Lessor shall be responsible for its maintenance.

2.2 INSURANCE. At all times during this Lease, Lessor shall, at its own expense, maintain and provide insurance coverages and insuring such parties' interests as are required under the terms of the Agreement to the extent provided by law.

2.3 TAXES. Lessor covenants and agrees to pay any taxes assessed and levied by the state, TOWN, county or other municipal corporation against the Premises.

ARTICLE 3

3.1 USE. Lessee may use the Premises in connection with providing the Services under the Agreement and matters related thereto.

3.2 Compliance with Law. Lessor shall, at its own expense, deliver the Premises to Lessee, and thereafter maintain same, in full and complete compliance with all laws, orders and regulations of federal, state and municipal authorities and with any lawful direction of any public officer (including but not limited to laws, orders and regulations with respect to the Americans with Disabilities Act of 1990). Maintenance responsibilities of the Lessor are limited to the grounds, and exterior of the building. Lessee agrees, at its own expense, to comply with all laws, orders and regulations of federal, state and municipal authorities and with any lawful direction of any public officer which shall impose any duty upon Lessee with respect to the use of the Premises. Each party shall, at its own expense, obtain all required licenses or permits necessary for the compliance with the terms of this Section.

3.3 QUIET ENJOYMENT. Lessee shall, at all times during this Lease, peaceably and quietly enjoy the Premises without any disturbance from Lessor or from any other person claiming through Lessor.

3.4 PARKING. Lessor guarantees to Lessee at all times during this Lease, and any extension of this Lease, for the benefit of lessee and Lessee's employees, agents and invitees, the right, in common with other tenants of such facility and their employees, agents, and invitees to use for parking the designated parking areas.

ARTICLE 4

4.1 **CONDITION OF PREMISES.** The Premises are being leased "as is" and Lessee hereby accepts the Premises in such condition, subject to the other provisions of this Lease. Lessor shall, at its own expense, maintain and keep the Premises including without limitation the landscaping, exterior walls and roof of the building in good repair. All such maintenance shall be made promptly as and when necessary and shall be of a quality and class at least equal to the original work. Lessor shall also make all repairs or changes which may be necessary to make the Premises and the use herein contemplated comply with applicable laws, ordinances, orders or regulations of any federal, state, county or municipal authority now or hereafter in effect unless specifically exempted therefrom.

4.2 IMPROVEMENTS.

4.2.1 Lessee may, at its own expense and with the prior written consent of Lessor, make such alterations, additions and improvements to the Premises as Lessee may deem reasonably necessary or desirable, including without limitation sign installation, and expansion and construction of other improvements. Such alterations, additions and improvements shall become the property of Lessor upon the expiration or termination of this Lease unless Lessee, at Lessee's sole option, elects to remove all or any portion thereof of such alterations, additions and improvements and restore that portion of the Premises to a condition substantially similar to their condition at the inception of this Lease, reasonable wear and tear, structural damage, and fire or casualty loss excepted. Lessor shall grant Lessee reasonable access to enter the Premises upon termination or expiration of this Lease in order for Lessee to remove the same. Lessee shall not have the authority to, and shall not, permit any lien, charge or encumbrance of any kind whatsoever to be placed upon the Premises, and Lessee shall bond or discharge any such lien, charge or encumbrance within fifteen (15) days' written notice from Lessor.

4.2.2 Lessee shall have the right to install a security system with the Lessor's written consent. Lessor's consent shall not be unreasonably withheld.

4.2.3 Notwithstanding anything to the contrary stated herein, Lessor shall deliver the Premises in a broom-clean condition with interior lighting sufficient to permit Lessee to perform the Services, functioning and operational restroom facilities, electricity meeting state and local building codes and a HVAC system capable of maintaining comfortable ambient air temperatures in the Premises at all times during the year.

4.3 **DESTRUCTION OF LEASE PREMISES.** In the event of damage or destruction of all or any portion of the Premises which renders the Premises reasonably and economically unsuitable for Lessee to perform the Services therefrom, as determined by Lessee, Lessee shall have the option to terminate this Lease whereupon the rent shall be apportioned as of the date of such destruction, any prepaid rents or deposits shall be returned, and the parties shall be released of all further duties and obligations hereunder. Lessor shall have the option to, at its sole expense, (a) to rebuild, repair or restore the Premises to a condition substantially similar to their condition at the inception of this lease and the rent shall be abated during such rebuilding, repair and restoration, or (b) to relocate the Police Headquarters to another facility. The Parties shall notify each other in writing within thirty (30) days of the date of such damage or destruction of its election hereunder. Insurance proceeds of policies maintained by Lessee, if any, shall be made available to Lessor for expenditures incurred to (a) hereunder.

4.4 EMERGENCY SITUATION. Lessee shall be responsible for securing and preparing the Premises for any hurricane or other emergency situation.

ARTICLE 5

5.1 EVENTS OF DEFAULT. The occurrence of any one or more of the following shall constitute an "Event of Default" hereunder:

5.1.1 Failure of either party to pay any amount required hereunder within ten (10) days after receipt by that party of written notice of such failure; or

5.1.2 Failure of either party to perform any other covenant, condition, agreement or provision contained herein within thirty (30) days after receipt by that party of written notice of such failure;

5.1.3 A Default by either party under the terms of the Agreement; or

5.1.4 Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of lessee.

If the performance of any covenant, agreement, obligation or undertaking (exclusive of payment or monetary obligations of Lessee hereunder) required hereunder is delayed, hindered or prevented by reason of strikes, lock-outs, labor troubles, wars, civil commotions, Acts of God, governmental restrictions or regulations or interferences, fires or other casualty, or any circumstances beyond the control of the party obligated or permitted under the terms hereof to do or perform the same, the performance of such covenant, agreement, obligation or undertaking shall be excused and extended and shall not be an Event of Default for the period of such delay, hindrance or prevent.

5.2 REMEDIES. Upon the occurrence and continuance of an Event of Default, the non-defaulting party may, at its option and without any obligation to do so, elect any one or more of the following remedies:

5.2.1 Terminate and cancel this Lease; or

5.2.2 Withhold payment or performance under this Lease until such time as such Event of Default is cured; or

5.2.3 Cure such Event of Default and recover the costs thereof, together with interest thereon at the lesser of eighteen percent (18%) or the maximum legal rate permitted by applicable law, from the party in default; or

5.2.4 Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state in which the Premises are situated. The parties 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.

ARTICLE 6

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

7.13 TIME OF THE ESSENCE. Time of performance by either party of each and every term, covenant, condition or provision herein contained is of the essence.

7.14 BINDING EFFECT. All of the terms, covenants, conditions and provisions of this Lease, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective administrators, executors, other legal representatives, heirs and permitted assigns.

7.15 HEADINGS. The headings contained in this Lease are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Lease.

7.16 REMEDIES CUMULATIVE. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

7.17 AUTHORITY. Execution hereof shall constitute a representation and warranty by the party executing on behalf of Lessor that (i) Lessor is a duly organized and existing, (ii) is in good standing under Applicable Law, (iii) has the full right and authority to enter into this Lease, and (iv) all persons signing on behalf of Lessor have been duly authorized to do so by appropriate action.

7.18 RADON GAS. As required by F.S. 404.056(8), Lessor notifies Lessee as follows: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Additional information regarding radon and radon testing may be obtained from your county health unit."

7.19 SOVEREIGN IMMUNITY. Lessee and Lessor will at all times be entitled to the benefits of limitation of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Lease or in this indemnity paragraph shall be construed as a waiver of those entitlements to sovereign immunity in respect of any right, entitlement or duty flowing from any person out of this paragraph or in any part of this Lease or any other act.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed on their behalf as of this ____ day of _____, 2001.

[Remainder of page left intentionally blank]

6.1 ENVIRONMENTAL ASSESSMENT.

6.1.1 Within sixty (60) days of the date of this Lease, Lessee may, at its own expense, have the Premises inspected to determine if the Premises are in compliance with all municipal, state and federal environmental, environmental protection and toxic waste laws, health and safety laws, and all ordinances, codes, rules and regulations promulgated thereunder ("Laws"). Lessee may commission any environmental assessment or perform other tests deemed necessary by Lessee on the Premises at its sole cost and expense.

6.1.2 Inspection by Lessee shall not release Lessor from any future environmental liability.

6.2 REMEDIATION AND COMPLIANCE WITH LAWS. Notwithstanding any other provision of this Lease, if any hazardous substances, hazardous materials, toxic substances or other similar or regulated substances, residues or wastes, pollutants, petroleum products and by-products, including any other environmental contamination whatsoever (collectively "Contamination") are found, irrespective of causation then Lessee shall have the option of either: (i) enter into a written agreement with lessor providing for the necessary hazardous substance remediation, removal, disposal or other action to bring the Premises into compliance with the applicable laws; (ii) immediately terminate the Lease and be refunded any and all deposits and prepaid rents paid Lessor and thereafter be relieved of all further duties and responsibilities under this Lease; or (iii) accept the Premises in its then existing condition without jeopardizing any rights or remedies under the Lease. Lessee's option hereunder shall not act as a waiver or otherwise affect lessee's election to remove any hazardous substances, hazardous materials or asbestos.

6.3 CONTAMINATION LIABILITY. Notwithstanding any other provision of this lease, Lessor shall be solely responsible for and agrees to indemnify, defend and hold harmless Lessee, its employees, agents, officers, directors, heirs and assigns, from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, remedial action requirements and enforcement actions, administrative proceedings and any other actions of whatever kind or nature, including attorneys' fees and costs (and costs and fees on appeal), fees of environmental consultants and laboratory fees, known or unknown, contingent or otherwise, arising out of or in any way related to the discovery, remediation, or disposal of said Contamination under this Lease, including any personal injury (including wrongful death) or property damage (real or personal) arising therefrom, except to such liability which was caused by Lessee during the term of this Lease. This paragraph shall survive the termination or earlier expiration of this Lease.

6.4 STANDARD OF CARE. Each party shall engage only those persons licensed, familiar with, and experienced in the performance of services in connection with and relating to those projects required herein and such persons or companies shall be possessed of, and shall employ to the fullest extent, the degree of care, learning, skill and ability necessary or desirable to render the required services.

6.5 LESSOR'S REPRESENTATIONS. Lessor, to the best of its knowledge, is not aware of any past or present release of Contamination on, under or surrounding the Premises and has not received any warning notices, notice of violations, administrative complaints, judicial complaints or other formal or informal notices from any environmental or governmental agency alleging that conditions on, under or surrounding the Premises are in violation of any Laws. Lessor has provided copies to Lessee, in whatever capacity and in whatever form obtained, any and all information relating to Contamination on the Premises.

6.6 OBLIGATIONS UNCONDITIONAL. Each party's obligations under this Article 6 shall survive termination of this Lease and shall not be abated, diminished or eliminated for any reason, including any representations made by Lessee regarding inspections, maintenance, insurance or acceptance of the Premises, if such were ever made.

ARTICLE 7

7.1 INDEMNIFICATION. Each party will indemnify and save harmless the other of and from any and all fines, suits, claims, demands, penalties, losses and actions (including attorneys' fees) for any injury to persons or damage to or loss of property in or about the Premises caused by the negligence, willful misconduct or breach of this Lease by such party, its agents, employees, business invitees or guests, or arising from such party's use of the Premises to the extent allowable by law.

7.2 REASONABLE CONSENT. Any consent or approval of either party required hereunder shall not and may not be unreasonably withheld unless this Lease provides that such consent or approval is within the sole discretion of such party.

7.3 ACCESS TO PREMISES. Lessor may, at reasonable and mutually agreeable times, but with at least twenty-four (24) hours advance notice to Lessee, enter the Premises to make a walk-through examination and to make any necessary repairs on the Premises.

7.4 BROKERS. Each of the parties represents and warrants there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease. Each of the parties agrees to indemnify and hold harmless the other from any and all liabilities, costs and expenses (including attorneys' fees) arising from any such claim.

7.5 RELATIONSHIP OF PARTIES. The relationship between the parties hereto shall be solely as set forth herein and neither party shall be deemed the employee, agent, partner or joint venturer of the other.

7.6 NO WAIVER. No delay in exercising or omission of the right to exercise any right or power by either party 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 lease 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 by 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.

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

7.8 ENTIRE LEASE. This Lease together with any Exhibits or attachments hereto and other written agreements entered into contemporaneously herewith constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Lease may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto. This Lease shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns,

subject, however, to the limitations contained herein. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

7.9 APPLICABLE LAW. This Lease shall be governed by and construed in accordance with the laws of the state in which the Premises are situated.

7.10 SUBORDINATION. This Lease is and shall be subject and subordinate, at all times, to the lien of any mortgages or deeds of trust which now affect the Premises; provided, however, that so long as Lessee shall not be in default in the performance of its obligations under this Lease, neither this Lease nor Lessee's right to remain in exclusive possession of the Premises shall be affected or disturbed by reason of any default under such mortgage or deed of trust, and, if such mortgage or deed of trust shall be foreclosed or if such mortgagee or trustee shall exercise any of its remedies under such mortgage or deed of trust, this Lease and all of Lessee's rights and obligations hereunder shall survive such foreclosure and continue in full force and effect. Lessor agrees to subordinate any lien Lessor may obtain, by statutes or otherwise, in any personal property of Lessee, to any financing obtained by Lessee from banking institutions or other commercial lenders. Lessor agrees to execute any such subordination or other instruments as such lenders shall reasonably request from time to time.

7.11 NOTICES. All notices and other Amended and communications under this lease shall be in writing and shall be deemed to have been given three (3) business days after deposit in the mail, designated as certified mail, return receipt requested, postage-prepaid, or one (1) business day after being entrusted to a reputable commercial overnight delivery service, or when sent by telex or telecopy on a business day addressed to the party to which such notice is directed at its address determined as provided in this Section 7.12 with customary confirmation of receipt of such telex or telecopy received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

7.11.1 If to the Lessor, to it at:

Town of Lake Park, Florida
535 Park Avenue
Lake Park Florida 33403,
Attention: Mayor, Vice-Mayor, Commissioners, Town Manager, and Town Attorney

7.11.2 If to the Lessee, to it at:

The Sheriff of Palm Beach County, Florida
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406-3001
Attn: Sheriff, Undersheriff, and Chief Legal Advisor

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.

LESSEE:
SHERIFF OF PALM BEACH COUNTY, FLORIDA

By: X

Name: K. Engle

Title: Under Sheriff

Signed in the presence of: 1

Print Name: JOE BRADSHAW

Print Name: WAYNE EVANS

LESSOR:
TOWN OF LAKE PARK

By: Paul Wayne Castro
Name: Paul Wayne Castro
Title: Mayor

Attest:
Bonnie L. Gorse
Town Clerk

A circular seal for the Town of Lake Park, Florida. The outer ring contains the text "TOWN OF LAKE PARK" at the top and "FLORIDA" at the bottom. In the center, the word "SEAL" is prominently displayed.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY:

By: Tripp Scott
Tripp Scott, P.A., Special Counsel

By: Joe Bradshaw
Joe Bradshaw, Chief Legal Advisor

Signed in the presence of:

Print Name: Wayne Evans, Esq.

Print Name: Charles Williams

Attest by: Shannon R McWilliams
Title: Executive Secretary

[SEAL]

OFFICIAL NOTARY SEAL
SHANNON R MCWILLIAMS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC809976
MY COMMISSION EXP. MAR. 16, 2003

