

AGREEMENT

Between

BROWARD COUNTY

and

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for

SAFETY AND SECURITY SERVICES AT

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# AGREEMENT

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BROWARD COUNTY

and

\_\_\_\_\_

for

SAFETY AND SECURITY SERVICES AT

\_\_\_\_\_

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

\_\_\_\_\_, hereinafter referred to as "CARETAKER."

WHEREAS, COUNTY and CARETAKER desire to enter into this agreement providing for CARETAKER to provide safety and security services at \_\_\_\_\_ Park, under the terms and conditions set forth herein; NOW, THEREFORE,

WITNESSETH: In consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and CARETAKER agree as follows:

## ARTICLE 1

### DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - means this document, Articles 1 through 13, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.

- 1.2 **Board** - Shall mean the Board of County Commissioners of Broward County, Florida, which is the governing body of the Broward County government created by the Broward County Charter.
- 1.3 **Contract Administrator** - The Director of the Broward County Parks and Recreation, or the senior Park Manager for \_\_\_\_\_ if so designated by the Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CARETAKER and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.4 **County Administrator** - The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.5 **County Attorney** - The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.6 **Project** - The Project consists of the services described in Article 2, Scope of Services and Exhibit "B," Caretaker Duties.
- 1.7 **Property** - \_\_\_\_\_, located at \_\_\_\_\_, \_\_\_\_\_, in Broward County, Florida.

## ARTICLE 2

### SCOPE OF SERVICES

- 2.1 CARETAKER shall perform all work identified in this Agreement, and as described in Exhibit "B," Caretaker Duties, attached hereto. The parties agree that the scope of services is a description of CARETAKER's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CARETAKER impractical, illogical, or unconscionable.
- 2.2 CARETAKER acknowledges and agrees that the Contract Administrator has no authority to make changes that would be beyond the Scope of Services to be provided under this Agreement.

- 2.3 CARETAKER agrees to provide security services for the Property more specifically depicted in Exhibit "A," Locator Map(s), attached hereto. CARETAKER shall make frequent, but not less than daily, inspections of the Property in accordance with the operating procedures established by COUNTY's Parks and Recreation Director or his/her designee. CARETAKER shall notify the Contract Administrator of any potentially hazardous conditions or any irregularity constituting a safety or security risk at the Property as soon as possible after discovery of same. The Contract Administrator shall make CARETAKER aware of critically sensitive areas of the Property as well as Property rules and regulations. CARETAKER's obligations and responsibilities are deemed to include all labor, materials, supplies and equipment necessary to perform said services.
- 2.4 CARETAKER shall notify the appropriate law enforcement agency immediately upon discovery of any evidence of vandalism, breaking and entering, unlawful entry, speeding, or other unlawful activity and, thereafter, shall notify the Contract Administrator of same. In the event that CARETAKER is also a law enforcement officer as defined in Section 943.10(1), Florida Statutes, such person is authorized and empowered to take such additional action within his or her lawful powers and, thereafter, CARETAKER shall notify the Contract Administrator of same.
- 2.5 CARETAKER shall notify the Contract Administrator in advance of any time CARETAKER will be absent from the Property which will prevent or interfere with CARETAKER's frequent inspections of the Property or the performance of any of CARETAKER's duties referenced herein.

### ARTICLE 3

#### CARETAKER RESIDENCE

- 3.1 For Property where a portable residence will be needed on-site.
- 3.1.1 CARETAKER shall reside in portable housing (mobile home or recreational vehicle) at CARETAKER's expense at the site on the Property designated by the Contract Administrator. All costs relating to moving the portable housing to and from the designated site and securing the portable housing at the site shall be borne by CARETAKER. CARETAKER shall be responsible for the acquisition of such portable housing at CARETAKER's expense.
- 3.1.2 CARETAKER's portable housing described in Section 3.1.1 above shall be located in the area described in attached Exhibit "A," Locator Map(s). Such portable housing (also referred to as the "residence") and the

immediate surrounding area described in Exhibit "A" shall hereinafter be referred to as the "Premises."

- 3.1.3 COUNTY shall provide for the installation, maintenance and repair of water, electrical and sewage service up to the point of connection to the residence. COUNTY shall not be liable for any damage or injury sustained by CARETAKER or any other person resulting from electrical breakdown, leakage or obstruction of water, sewer, or soil pipe or other leakage on or about the Premises or any other utility-related injury or damage.
- 3.1.4 CARETAKER shall pay for utilities used at the Premises in accordance with one of the two methods described below. The Contract Administrator shall determine which of the two methods shall apply for the site depending on individual site variables.
- 3.1.4.1 CARETAKER shall reimburse COUNTY a utilities consumption fee of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per month for general utility usage, payable in advance on the 1<sup>st</sup> day of each month of this Agreement following execution of this Agreement. If this Agreement commences after the 1<sup>st</sup> day of a month, the utilities consumption fee shall be prorated from the date of full execution of this Agreement by both parties.
- 3.1.4.2 CARETAKER shall contract directly with utility providers and be responsible for payment to those providers for utilities hook-up and use.
- 3.1.5 CARETAKER agrees that if, during the term of this Agreement, COUNTY requires the portable housing residence be re-located at the Property or Park, CARETAKER will relocate same at CARETAKER's expense.
- 3.1.6 Security Deposit: Simultaneous with the execution of this Agreement, CARETAKER shall pay COUNTY, through the Contract Administrator, an amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) as a security deposit. The payment shall be in the form of check or money order made payable to "Broward County Board of County Commissioners." The purpose of the security deposit is to have funds available to compensate or assist in compensating COUNTY for any damages done or expenses incurred by COUNTY in the event that CARETAKER does not fully and faithfully perform CARETAKER's responsibilities under this Agreement. The security deposit shall be held by COUNTY without interest payable to CARETAKER following termination or expiration of this Agreement. COUNTY shall endeavor to return the security deposit to CARETAKER without interest within thirty (30) days following Agreement termination or

expiration, minus any amounts retained by COUNTY to satisfy any referenced damages or expenses incurred by COUNTY. Acceptance of the security deposit by COUNTY shall not constitute a limitation on, or waiver of any other claim by COUNTY against CARETAKER arising out of this Agreement in excess of the security deposit amount.

3.1.7 In the event of termination by either party as provided for herein, CARETAKER shall surrender the residence and premises in good order and repair, reasonable use and ordinary wear and tear, damage by the elements, and other casualty for which COUNTY has been reimbursed by insurance excepted.

3.2 For Property where a permanent residence will be available on-site.

3.2.1 If the Property contains a home provided by COUNTY and designated as CARETAKER's residence, CARETAKER shall reside in the residence provided by COUNTY at the site on the Property described in attached Exhibit "A," Locator Map(s).

3.2.2 COUNTY shall provide for the installation, maintenance and repair of water, electrical and sewage service up to the point of connection to the residence, and for COUNTY-owned utility lines within the residence. COUNTY shall not be liable for any damage or injury sustained by CARETAKER or any other person resulting from electrical breakdown, leakage or obstruction of water, sewer, or soil pipe or other leakage on or about the Premises or any other utility-related injury or damage.

3.2.3 CARETAKER shall pay for utilities used at the Premises through one of the two methods described above in Subsection 3.1.4 above.

3.2.4 CARETAKER agrees that smoking is prohibited inside the residence.

3.2.5 COUNTY, or its agents, shall have the right to enter the residence at any reasonable time with prior notice (unless an emergency exists, in which case no prior notice is needed) for the purpose of inspection, repair, or maintenance that would typically be expected of a landlord/real property owner.

3.2.6 Security Deposit: Simultaneous with execution of this Agreement, CARETAKER shall pay COUNTY through the Contract Administrator an amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) as a security deposit. The payment shall be in the form of check or money order made payable to "Broward County Board of County Commissioners." The purpose of the security deposit is to have monies available to compensate or assist in compensating COUNTY for any damages done or expenses incurred by COUNTY in the event that CARETAKER does not fully and faithfully

perform his/her responsibilities under this Agreement. The security deposit shall be held by COUNTY without interest payable to CARETAKER following termination or expiration of this Agreement. COUNTY shall endeavor to return the security deposit to CARETAKER without interest within thirty (30) days following Agreement termination or expiration, minus any amounts retained by COUNTY to satisfy any referenced damages or expenses incurred by COUNTY. Acceptance of the security deposit by COUNTY shall not constitute a limitation on, or waiver of any other claim by COUNTY against CARETAKER arising out of this Agreement in excess of the security deposit amount.

- 3.2.7 In the event of termination by either party as provided for herein, CARETAKER shall surrender the residence and Premises in good order and repair, reasonable use and ordinary wear and tear, damage by the elements, and other casualty for which COUNTY has been reimbursed by insurance excepted.

#### ARTICLE 4

##### USE OF PREMISES

- 4.1 CARETAKER agrees that the only use permitted for the Premises is as a personal residence for CARETAKER and CARETAKER's immediate family. CARETAKER shall be required as part of CARETAKER's application to list any other intended residents at the Premises and their relation to CARETAKER, as well as, submit any changes to the list that occur during the term of this Agreement. If CARETAKER desires to have anyone other than CARETAKER's immediate family reside on the Premises with CARETAKER, CARETAKER shall obtain the prior written approval of the Contract Administrator, which approval is in the sole discretion of the Contract Administrator.
- 4.2 CARETAKER shall make no unlawful, improper, immoral or offensive use of the Premises nor will CARETAKER use the Premises or allow the use of the Premises for any purpose other than that set forth in this Agreement. Failure of CARETAKER to comply with this provision shall be considered a material default under this Agreement enabling COUNTY's County Administrator to immediately terminate this Agreement with verbal notice to CARETAKER followed by formal written notice as provided for in Section 13.6, Notices, within forty-eight (48) hours.
- 4.3 All personal property and/or equipment placed by CARETAKER on or about the Premises shall be at the risk of CARETAKER and COUNTY shall not be liable for any damage or loss to CARETAKER's personal property and/or equipment located thereon for any reason whatsoever.

- 4.4 CARETAKER agrees and understands that COUNTY shall not have any liability with regard to CARETAKER's responsibilities under this Agreement or assets placed or located at the Premises by CARETAKER.
- 4.5 In utilizing the Premises, CARETAKER agrees as follows:
- (a) No laundry shall be visible on the Premises.
  - (b) Vehicle maintenance requiring dissembling shall not be permitted.
  - (c) Radios, televisions, stereos, and other sources of noise shall be kept within the bounds of moderation at all times.
  - (d) No trash burning or other type of burning shall be permitted on the Premises except for outdoor cooking purposes on a grill.
  - (e) Pets shall not be allowed on the Premises unless secured by a leash or other means. Exotic animals kept as pets shall be subject to the prior approval of the Contract Administrator.
  - (f) No alcoholic beverages shall be consumed on the Property outside of CARETAKER's residence.
  - (g) No excavation of soil in any matter shall be permitted.
  - (h) The entrance gate to the Premises shall be kept locked/closed at all times except when entering or exiting the Premises.
- 4.6 CARETAKER shall be responsible for maintaining the Premises as shown in attached Exhibit "A," Locator Map(s). CARETAKER shall keep the Premises free and clear of any obstruction, rubbish, or litter and maintain the Premises in a neat, orderly, and attractive manner.
- 4.7 COUNTY, or its agents, shall have the right to enter the Premises (not including the portable housing) at any reasonable time for the purpose of inspecting the Premises or performing other duties as are required by law or by the terms of this Agreement.
- 4.8 CARETAKER and all persons authorized by Section 4.1 above to reside at the Premises shall be required to evacuate when the order is given by the Division Director through the Contract Administrator.
- 4.9 Criminal Background Screening. CARETAKER is a certified police officer employed by the public agency referenced herein and is not required to be criminally background screened under this Agreement, including sexual offender/predator screening, as such screening is conducted by CARETAKER's



employer. CARETAKER is currently employed with the \_\_\_\_\_. CARETAKER shall notify immediately the Contract Administrator upon termination of his/her employment with the \_\_\_\_\_.

- 4.9.1 Prior to the commencement of any services under this Agreement, COUNTY shall conduct criminal background screening on all residents authorized by Section 4.1 above who are above the age of twelve (12) as provided for herein. The criteria for screening will follow the offenses listed in Chapter 435, Florida Statutes, for Level 1 screening, as may be amended from time to time. Additionally, similar criminal background screening shall be conducted on CARETAKER's residents in any other state they have been found to have resided in. COUNTY shall also conduct sexual predator and sexual offender checks on CARETAKER's residents on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website and the United States Department of Justice, National Sex Offender Public Website, prior to being permitted to live at the Premises. CARETAKER shall assist and cooperate with the Contract Administrator in providing necessary information for this background screening to occur.

Information received from the criminal background screenings will be used by COUNTY to determine if CARETAKER's residents are deemed eligible to reside at the Premises. In the event COUNTY obtains, or is provided, supplemental criminal background information, including police reports and arrest information, which potentially disqualifies any of CARETAKER's residents from residing at the Premises, such resident(s) shall have to cease residence immediately. CARETAKER shall take immediate action to review and respond to the matter; however, during such review time and until a determination of eligibility is made by COUNTY based on the requirements of this Section, CARETAKER shall immediately cease allowing the person to reside at the Premises under this Agreement. Should CARETAKER not cooperate in this regard, the Contract Administrator may elect to terminate this Agreement immediately by providing verbal notice to CARETAKER followed up by written notice in accordance with Section 13.6, Notices, herein.

CARETAKER shall be required to notify COUNTY's Contract Administrator within twenty-four (24) hours of any arrest of CARETAKER or CARETAKER's residents related to sexual misconduct or violence which has occurred after CARETAKER or CARETAKER's residents have been deemed eligible to reside at the Premises. Additionally, CARETAKER shall be required to inform CARETAKER's residents to notify CARETAKER within twenty-four (24) hours of any arrest which has occurred after the person was deemed eligible to reside at the Premises.

## ARTICLE 5

### TERM AND TIME OF PERFORMANCE

The term of this Agreement shall commence on the date it is fully executed by both parties (the "Commencement Date") and shall end on \_\_\_\_\_, 20\_\_, unless terminated earlier as provided for herein. The total term shall be no more than five (5) years from the Commencement Date.

## ARTICLE 6

### COMPENSATION

In consideration of the sum of One Dollar (\$1.00) paid to CARETAKER by COUNTY, the receipt of which is hereby acknowledged, and which amount shall be accepted by CARETAKER as full compensation for all such work, CARETAKER agrees to provide safety and security services for the Property and reside on the Premises under the terms and conditions contained herein. It is acknowledged and agreed by CARETAKER that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate CARETAKER for his/her services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CARETAKER's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CARETAKER to reimburse CARETAKER for any of CARETAKER's expenses incurred under this Agreement.

CARETAKER acknowledges that the consideration received from COUNTY in exchange for CARETAKER's services under this Agreement may be reportable for tax purposes, and it is CARETAKER's responsibility for all taxes arising from such services provided under this Agreement.

## ARTICLE 7

### IMPROVEMENTS

The plans and specifications for any permanent improvements, fence structures, landscaping and facilities made by CARETAKER on the Premises shall be submitted to and are subject to the prior written approval by the Contract Administrator prior to any construction or installation of same. Any building or structure permitted to be placed or constructed on the Premises and permanently attached thereto shall become the property of COUNTY upon the termination of this Agreement. CARETAKER shall not remove any of said buildings or structures and shall execute any and all documents necessary to effect transfer of title to said building or structures to COUNTY.

## ARTICLE 8

### CHANGES IN SCOPE OF SERVICES

Any change to the Scope of Services must be accomplished by a written amendment, executed by the parties in accordance with Section 13.5, Amendments, herein.

## ARTICLE 9

### INDEMNIFICATION

CARETAKER shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, CARETAKER, CARETAKER's residents authorized by Section 4.1 herein, agents, or invitees, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action or demand, CARETAKER shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by the County Attorney to defend COUNTY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due CARETAKER under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.

## ARTICLE 10

### INSURANCE (Subject to periodic updating by COUNTY's Risk Management Div.)

- 10.1 To ensure the indemnification obligation contained above, CARETAKER shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth in this Article 10, in accordance with the terms and conditions required by this Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.

- 10.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. CARETAKER shall pay all deductible amounts, if any. CARETAKER shall specifically protect COUNTY by naming "Broward County" as additional insured under the General Liability Policy coverage. The official title of the certificate holder is Broward County. This official title shall be used in all insurance documentation.
- 10.3 CARETAKER shall provide, pay for and maintain in force at all times during the services to be performed general liability insurance with the limits of liability provided by such policy to be no less than \_\_\_\_\_Dollars (\$\_\_\_\_\_) per occurrence.
- 10.4 CARETAKER shall furnish to the Contract Administrator Certificates of Insurance or endorsements evidencing the insurance coverage specified by this Article prior to beginning performance of work under this Agreement.
- 10.5 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CARETAKER is completed. All policies must be endorsed to provide COUNTY with at least \_\_\_\_\_ (\_\_) days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least \_\_\_\_\_ (\_\_) days prior to the date of their expiration.
- 10.6 COUNTY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage.

## ARTICLE 11

### TERMINATION

- 11.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within \_\_\_\_\_(\_\_\_\_) days after written notice from the aggrieved party is received identifying the breach. This Agreement may also be terminated for convenience by either party. Termination for cause or convenience by COUNTY shall be by COUNTY's Parks and Recreation Director. Termination for convenience shall be effective on the termination date stated in written notice provided by either party to this Agreement in accordance with Section 13.6 Notices, which termination date shall be not less than \_\_\_\_\_(\_\_\_\_) days after the date of such written notice. This Agreement may also be terminated by the Contract Administrator upon such notice as the Contract Administrator deems appropriate under the circumstances

in the event the Contract Administrator determines that termination is necessary to protect the public health, safety or welfare. The parties agree that if COUNTY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective \_\_\_\_\_ (\_\_) days after such notice of termination for cause is provided.

- 11.2 This Agreement may be terminated for cause for reasons including, but not limited to, CARETAKER's failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement; or multiple breach of one or more provisions of this Agreement notwithstanding whether any such breach was previously waived or cured. CARETAKER must be a certified law enforcement officer from a Florida law enforcement agency during this Agreement's term to remain as the Caretaker for the Property. CARETAKER shall inform the Contract Administrator if his/her status as a certified law enforcement officer changes. If CARETAKER's status changes so that he/she no longer is a certified law enforcement officer, this Agreement is subject to termination upon notice from the Contract Administrator as provided for in Section 13.6, Notices.
- 11.3 Notice of termination shall be provided in accordance with Section 13.6, Notices, except that notice of termination by the Contract Administrator, which the Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with Section 13.6, Notices.
- 11.4 In the event of termination by either party as provided for herein, CARETAKER shall surrender the Premises in good order and repair, reasonable use and ordinary wear and tear, damage by the elements, and other casualty for which COUNTY has been reimbursed by insurance excepted.

## ARTICLE 12

### EEO and CBE COMPLIANCE

#### 12.1 EEO COMPLIANCE

CARETAKER shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

## 12.2 CBE COMPLIANCE.

There are no CBE goals set for this Agreement.

## ARTICLE 13

### MISCELLANEOUS

## 13.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports and other documents provided or created in connection with this Agreement are and shall remain the property of COUNTY. In the event of termination of this Agreement, any reports and other documents prepared by CARETAKER, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by CARETAKER to the Contract Administrator within seven (7) days of termination of this Agreement by either party.

## 13.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the records and reports of CARETAKER that are related to this Project. CARETAKER shall keep such records and reports as may be necessary in order to record complete and correct entries related to the Project. All records and reports of CARETAKER shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CARETAKER shall make same available at no cost to COUNTY in written form.

CARETAKER shall preserve and make available, at reasonable times for examination and audit by COUNTY, all records and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the records shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to CARETAKER's records, CARETAKER shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CARETAKER.

## 13.3 PUBLIC ENTITY CRIME ACT

CARETAKER represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended

from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

In addition to the foregoing, CARETAKER further represents that there has been no determination, based on an audit, that CARETAKER committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CARETAKER has been placed on the convicted vendor list.

#### 13.4 INDEPENDENT CONTRACTOR

CARETAKER is an independent contractor under this Agreement. Services provided by CARETAKER pursuant to this Agreement shall be subject to the supervision of CARETAKER. In providing such services, neither CARETAKER, nor CARETAKER's residents, agents or invitees, shall act as officers, employees or agents of COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to CARETAKER or CARETAKER's agents any authority of any kind to bind COUNTY in any respect whatsoever.

#### 13.5 THIRD PARTY BENEFICIARIES

Neither CARETAKER nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

#### 13.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set

forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR COUNTY:

Director  
Broward County Parks and Recreation  
950 Northwest 38 Street  
Oakland Park, Florida 33309

FOR CARETAKER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13.7 SUBCONTRACT, ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, CARETAKER shall not subcontract any portion of the work required by this Agreement. COUNTY may terminate this Agreement, effective immediately, if there is any subcontract, assignment, or attempted assignment, transfer, or encumbrance, by CARETAKER of this Agreement or any right or interest herein without COUNTY's written consent.

CARETAKER represents that CARETAKER is duly qualified to perform such services under this Agreement by all appropriate governmental authorities, and CARETAKER is experienced and skilled in the areas for which CARETAKER will render services. CARETAKER shall perform CARETAKER's duties, obligations, and services under this Agreement in a skillful and respectable manner.

13.8 CONFLICTS

CARETAKER shall not have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CARETAKER's loyal and conscientious exercise of judgment and care related to CARETAKER's performance under this Agreement.

CARETAKER further agrees that CARETAKER and CARETAKER's residents shall not, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which CARETAKER is not a party, unless compelled by court process. Further, CARETAKER agrees that CARETAKER and CARETAKER's residents shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such



pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CARETAKER or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

#### 13.9 MATERIALITY AND WAIVER OF BREACH

COUNTY and CARETAKER agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

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

#### 13.10 COMPLIANCE WITH LAWS

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

#### 13.11 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CARETAKER elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

#### 13.12 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

### 13.13 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 13 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 13 shall prevail and be given effect.

### 13.14 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, CARETAKER AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

### 13.15 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and CARETAKER or others delegated authority to or otherwise authorized to execute same on their behalf.

### 13.16 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

#### 13.17 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "A" and "B" are incorporated into and made a part of this Agreement.

#### 13.18 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

#### 13.19 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY, through its Parks and Recreation Director, authorized to execute same pursuant to \_\_\_\_\_, and CARETAKER, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, through its  
Parks and Recreation Director

\_\_\_\_\_  
Signature

By \_\_\_\_\_

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

Approved as to form by  
Office of the County Attorney  
for Broward County, Florida  
JONI ARMSTRONG COFFEY, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301  
Telephone: (954) 357-7600  
Telecopier: (954)357-7641

\_\_\_\_\_  
Print/Type Name

Approved as to form by the  
County's Risk Management Div.

By \_\_\_\_\_  
(Date)

By \_\_\_\_\_  
\_\_\_\_\_  
(Date)  
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND \_\_\_\_\_  
FOR SAFETY AND SECURITY SERVICES AT \_\_\_\_\_

**CARETAKER**

WITNESSES:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
By \_\_\_\_\_  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**EXHIBIT "A"**  
**LOCATOR MAP(S)**

(Insert)

## **EXHIBIT "B"**

### **CARETAKER DUTIES**

The following duties shall be performed by CARETAKER in accordance with the terms and conditions of the Agreement. CARETAKER acknowledges that the Contract Administrator may revise these duties as is deemed reasonably necessary by the Contract Administrator.

- CARETAKER shall patrol the park in CARETAKER's marked patrol unit as designated by the Contract Administrator or the Contract Administrator's designee. During peak camping season, the Contract Administrator may require additional patrols as deemed necessary. The patrol shall include a walkthrough of specific areas identified by the Contract Administrator or the Contract Administrator's designee.
- CARETAKER shall lock the park in the absence of park staff or in an emergency.
- In the event of an accident and/or incident, CARETAKER shall notify the Contract Administrator or the Contract Administrator's designee and complete an incident report.
- CARETAKER shall furnish the Contract Administrator or the Contract Administrator's designee with a minimum two (2) week written advance notification of absences from the park.
- CARETAKER shall limit absences from the park to twenty-eight (28) cumulative days in a one (1) year period.
- CARETAKER shall provide the Park Manager with a monthly report to include alarm responses, call outs, and any other pertinent information related to the park.
- CARETAKER shall provide assistance with park-related situations when they arise.
- CARETAKER's immediate family residing on the premises shall be pre-approved by the Contract Administrator and shall complete a Personal Data Sheet provided by the Contract Administrator and shall be deemed eligible to reside on the Premises following the criminal background check conducted by COUNTY.
- CARETAKER shall maintain the Premises, including the lawn as applicable.
- CARETAKER shall perform park-specific duties reasonably related to CARETAKER's responsibilities as provided by the Contract Administrator or the Contract Administrator's designee.