FILE 2730--January 7, 2019

CONFLICT OF INTEREST; VOTING CONFLICT

CITY COMMISSIONER'S BUSINESS ENGAGING IN VARIOUS PURSUITS INCLUDING DOING BUSINESS WITH SHERIFF'S OFFICE THAT PROVIDES LAW ENFORCEMENT TO CITY

To: Samuel S. Goren and Jacob G. Horowitz, Attorneys (Tamarac)

SUMMARY:

Guidance is provided to a city commissioner regarding existing and possible future private capacity work of himself and his company. CEOs 14-2, 10-16, 08-8, and 08-6, are referenced.¹

QUESTION 1:²

Does a prohibited conflict of interest exist where a business owned by a city commissioner does business with a sheriff’s office that provides law enforcement to the city under a contract that predates the commissioner’s assumption of office?

Under the circumstances presented, Question 1 is answered in the negative.³

¹ Prior opinions of the Commission on Ethics may be obtained from its website (www.ethics.state.fl.us).

² We have rephrased somewhat the questions asked. Our intent is not to disturb the substance of the inquiry.

³ Measures (votes) of the city commission which would affect the sheriff’s office (a client/principal
In your letter of inquiry and additional information and materials provided to our staff, you state that a city commissioner (who did not run as an incumbent and who first took office on November 27, 2018) is president and sole shareholder of a business (company) that provides its clients with insurance advisory, brokerage, and benefits consulting services and that the commissioner and the company both are licensed through the Department of Financial Services (DFS) to broker insurance. Further, you relate that the company entered into an agreement, in February 2018, with the local sheriff's office to provide services to secure insurance services or life insurance policies for the sheriff's office, and that DFS insurance licensure personal to the commissioner is involved with the company's provision of services to the sheriff's office. In addition, you state that the sheriff's office provides law enforcement services to the city under an agreement entered into in 2010 and most recently amended in September 2018.

Pertinent to this Question is Section 112.313(7)(a), Florida Statutes, which provides:

of the commissioner and his business) will not present the commissioner with a voting conflict under Section 112.3143(3)(a), Florida Statutes, unless the measure also would inure to the special private gain or loss of the commissioner, his company, his relative, or other persons or entities listed in the statute. This is so because the statute excludes a public "agency" from principals within its scope. Section 112.3143(3)(a) provides, with emphasis supplied:

VOTING CONFLICTS.—No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss; which he or she knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained, other than an agency as defined in s. 112.312(2); or which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer. Such public officer shall, prior to the vote being taken, publicly state to the assembly the nature of the officer’s interest in the matter from which he or she is abstaining from voting and, within 15 days after the vote occurs, disclose the nature of his or her interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes.
CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP.—No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee . . .; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

Standing alone, or on its face, Section 112.313(7)(a) would seem to prohibit the commissioner from holding a contractual relationship with the sheriff's office [a government "agency" as defined in Section 112.312(2), Florida Statutes] because the sheriff's office has an agreement with the city (the commissioner's "agency"). However, in many decisions, we have found that an agreement between a public officer's agency and another agency (or a business entity), entered into prior to the officer's assumption of office, is "grandfathered" out of the prohibition due to the operation of Section 112.316, Florida Statutes. See, among others, CEO 10-16. We also have found that agreements between governmental entities for the provision of governmental services generally do not constitute "doing business" as prohibited by Section 112.313(7)(a). See, among others, CEO 08-6 (city commissioner employed by sheriff's office contracting law enforcement services

\[\text{Section 112.316 provides:}\]

CONSTRUCTION.—It is not the intent of this part, nor shall it be construed, to prevent any officer or employee of a state agency or county, city, or other political subdivision of the state or any legislator or legislative employee from accepting other employment or following any pursuit which does not interfere with the full and faithful discharge by such officer, employee, legislator, or legislative employee of his or her duties to the state or the county, city, or other political subdivision of the state involved.
to city); and see the discussion, below, under Question 2. Thus, we find that a prohibited conflict of interest does not exist under Section 112.313(7)(a) where the commissioner's business does business with the sheriff's office which provides law enforcement services to the city.\textsuperscript{5}

Question 1 is answered accordingly.

\textbf{QUESTION 2:}

Would a prohibited conflict of interest be created were the city and the sheriff's office to enter into a new agreement for law enforcement services after the existing agreement expires?

Under the circumstances presented, Question 2 is answered in the negative.

As in CEO 08-6, here we find that the provision of law enforcement services from the sheriff's office to the city does not constitute "doing business" as is necessary to trigger the prohibition of Section 112.313(7)(a). In CEO 08-6 and many other opinions, we have found that a purpose of the Code of Ethics is to prevent private gain at public expense, not to interfere with cooperation between governmental agencies to foster the delivery of public services.\textsuperscript{6}

\textsuperscript{5} We also see no indication that the situation is conflicting under the second part of Section 112.313(7)(a); and the situation does not trigger a prohibition under Section 112.313(3), Florida Statutes, because the commissioner's business is not renting, leasing, or selling any services to the city (his political subdivision) or to any part of city government.

\textsuperscript{6} CEO 08-6 was based, in part, on there being a lack of connection between the city commissioner's employment with the sheriff's office and the sheriff office's agreement with her city (that the funding of her employment was not through the relationship between the two agencies). Here, in
Question 2 is answered accordingly.

Question 3:

Would a prohibited conflict of interest be created were the commissioner's company to work for other government agencies in the county in which the commissioner's city is located or for agencies throughout Florida?

Continuing, you relate that the commissioner's company is not specifically seeking to do business with agencies within the county, or elsewhere, that have relationships with the city, that the city has agreements with a number of government agencies but it is unknown whether these agencies will be in the market for services provided by the commissioner's company, and that there is not, nor is there anticipated to be, any lawsuit or friction between the city and any other government agency that the commissioner's company might work for.

As to Question 3, because its factual predicate is necessarily somewhat amorphous at this time, we are unable to specifically answer. However, suffice it to say that our answers to Questions 1 and 2, above, should provide adequate guidance by analogy as the facts of situations with other government agencies and the commissioner's business become more certain. Nevertheless, if the commissioner needs more particular guidance in the future, he, or you in his behalf, should feel free to contact our staff.

the instant inquiry, we also see no connection between the commissioner's business with the sheriff's office and the city's agreement with the sheriff's office, especially since the compensation from the sheriff's office to the commissioner's business is a flat fee.
QUESTION 4:

Would a prohibited conflict of interest be created were the commissioner's company to collaborate (partner) with an existing vendor of the city to work for other government agencies?

Question 4 is answered as set forth below.

You relate that the city has engaged vendors (not the commissioner or his company) to provide insurance brokerage and related services and that the commissioner is familiar with several of these vendors through relationships in the insurance industry unrelated to his elected public position. Further, you state that it is not uncommon for businesses to collaborate and submit joint proposals in response to a government agency's solicitations in order to provide a more complete or responsive bid or in order to gain a minority-owned business\(^7\) preference or credit.

Section 112.313(7)(a), set forth above, again is pertinent. Since the existing city vendors unquestionably are business entities doing business with the city (the commissioner's public agency), the issue is whether the commissioner, as opposed to merely his company, would hold employment or a contractual relationship with a city vendor by virtue of the collaborating. In the situation described in this opinion, we find that the commissioner would hold a contractual relationship with the vendor and thus that the collaborating would create a prohibited conflict of interest. While we have found that one's company can hold a contractual relationship with a business entity without the owner or principal of the company thereby also holding a contractual

\(^7\) The commissioner's company is a minority-owned business.
relationship with the business entity, such has not been our finding when the work of the company is conducted under professional or government licensure personal to the owner or principal [see, for example, CEO 08-8 (county commissioner engineer doing business in county)], and such has not been our finding when the business entity specifically sought or obtained the services of a particular human principal or owner of the company [see, for example, CEO 14-2 (city commissioner or commissioner's firm contracting with radio station)]. Here, in the instant inquiry, it is apparent that personal licensure (insurance) of the commissioner is involved with the collaborating and that the business entity the commissioner would be working with would be seeking or using his services particularly.

Accordingly, we find, under Question 4, that a prohibited conflict of interest would be created under Section 112.313(7)(a), Florida Statutes, were the commissioner's company to collaborate with existing city vendors.\(^8\)

cc: Samuel S. Goren, Esquire, and Jacob G. Horowitz, Esquire

GWN/cca/mlb

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\(^8\) We find that a grandfathering is not applicable to negate the conflict. While the business between an *existing* city vendor and the city apparently predates the commissioner's assumption of office, his company's collaborating with the vendor would begin while he is a commissioner. Generally, our finding of a grandfathering in such a situation has been grounded in both the business between the public agency and the vendor, and the contractual relationship between the public officer and the business entity (vendor), predating one's holding of public office. See, among others, CEO 10-16.
December 3, 2018

VIA EMAIL AND REGULAR MAIL

Virlindia Doss, Executive Director
Florida Commission on Ethics
P. O. Drawer 15709
Tallahassee, FL 32317-5709

Re: Request for Florida Commission on Ethics Advisory Opinion

Dear Ms. Doss:

This correspondence shall serve as a request for a formal opinion from the Florida Commission on Ethics ("FCE"). The undersigned counsel represents E. Mike Gelin, an elected official in the City of Tamarac (the "City"). As an elected official, Mr. Gelin has standing to request an opinion from the FCE pursuant to Section 112.322(3)(a), F.S., and Rule 34-6.002(1) of the Rules of the FCE.

The substantive issues for which we are seeking an advisory opinion are as follows:

1) WHETHER A SMALL BUSINESS OWNED BY A CITY OF TAMARAC CITY COMMISSIONER MAY CONTINUE TO DO BUSINESS WITH THE BROWARD SHERIFF'S OFFICE PURSUANT TO A CONTRACT WHICH PREDATES THE OFFICIAL'S ELECTION WHEN THE SHERIFF'S OFFICE SERVES AS THE CITY OF TAMARAC'S LAW ENFORCEMENT AGENCY?

2) IF THE ANSWER TO QUESTION #1 IS "YES," WHETHER, UPON THE EXPIRATION OF THE CONTRACT BETWEEN THE BUSINESS AND SHERIFF'S OFFICE, THE PARTIES MAY ENTER INTO A NEW AGREEMENT FOR SERVICES UNDER THE SAME GENERAL TERMS AND CONDITIONS AS THE EXPIRED CONTRACT?

3) WHETHER A SMALL BUSINESS OWNED BY A CITY OF TAMARAC CITY COMMISSIONER MAY COMPETE FOR WORK FROM OTHER GOVERNMENTAL AGENCIES IN BROWARD COUNTY AND THROUGHOUT THE STATE OF FLORIDA?

Please reply to Fort Lauderdale Office
4) WHETHER A SMALL BUSINESS OWNED BY A CITY OF TAMARAC CITY COMMISSIONER MAY PARTNER WITH AN EXISTING TAMARAC VENDOR TO SUBMIT RESPONSES TO COMPETITIVE PROCUREMENT SOLICITATIONS FOR OTHER GOVERNMENTAL AGENCIES IN BROWARD COUNTY AND THROUGHOUT THE STATE OF FLORIDA?

I. FACTUAL BACKGROUND

The following facts apply to each of the specific inquiries detailed above.

On November 6, 2018, Commissioner Gelin was elected to serve as the city commissioner representing District 2 in the City of Tamarac. Commissioner Gelin is also the owner of Gelin Benefits Group ("GBG"), a small business dedicated to providing its clients with insurance advisory, brokerage and benefits consulting services.

As part of its business model, GBG pursues contract opportunities with government agencies, including municipalities within Broward County. GBG currently serves as an insurance consultant for the Broward Sheriff's Office ("BSO"), pursuant to the agreement between GBG and BSO dated February 14, 2018. A copy of the agreement between GBG and BSO is attached as Exhibit 1. GBG also serves as an insurance broker and consultant for the City of Miramar.

BSO provides law enforcement services to the City pursuant to an agreement between the City and BSO dated December 8, 2010, as amended (the "Law Enforcement Agreement"). The Fourth Amendment to the Law Enforcement Agreement, adopted on May 27, 2015, extended the current term of the agreement to September 30, 2020. More recently, the Fifth Amendment to the Law Enforcement Agreement was entered into on or about September 12, 2018; and the parties entered into an addendum thereto on September 26, 2018.

There are a number of governmental agencies in the State of Florida, including other municipalities in Broward County, which may be considering issuing solicitations for insurance brokerage and related consulting services. The intent of this opinion request is to confirm the legal parameters under which GBG may continue to compete for contracts from other public agencies, including municipalities in Broward County.

In accordance with Section 112.313(3), F.S., GBG has no intention of pursuing or doing business with the City of Tamarac.

II. STATUTORY PROVISIONS

After reviewing Ch. 112, F.S., it is our understanding that several provisions could be applicable to the facts set forth herein, including Section 112.313, F.S., and Section 112.3143, F.S. Each inquiry is separately addressed below.

1) WHETHER A SMALL BUSINESS OWNED BY A CITY OF TAMARAC CITY COMMISSIONER MAY CONTINUE TO DO BUSINESS WITH THE BROWARD SHERIFF'S OFFICE PURSUANT TO A CONTRACT WHICH PREDATES THE OFFICIAL'S ELECTION WHEN THE SHERIFF'S OFFICE SERVES AS THE CITY OF TAMARAC'S LAW ENFORCEMENT AGENCY?
Given GBG’s existing relationship with BSO, which predates Commissioner Gelin’s election to office, it is our understanding that GBG’s agreement with BSO is not a conflicting contractual relationship pursuant to Section 112.313(7), F.S. This legal conclusion is supported by CEO10-16, dated June 9, 2010, which identified an exception to prohibition on conflicting contractual relationships when a public official’s private employment and the business relationship between the agency and the official’s employer predate the official’s qualifying for elective office.

However, since Commissioner Gelin is the principal of GBG, it is our further understanding that BSO would be considered a “business associate,” as defined by Section 112.312(3), F.S. Therefore, the relationship between GBG and BSO would create a voting conflict, as defined in Section 112.3143, F.S., if and when any item which would inure to BSO’s special private gain or loss came before the city commission for consideration. Accordingly, Commissioner Gelin would need to abstain from voting on any such item, and file a Form 8b, as legally appropriate.

As noted, GBG’s contract with BSO predates Commissioner Gelin’s election to the city commission. The current term of GBG’s contract with BSO expires on February 28, 2019. In accordance with Section III of the agreement, BSO has the option to extend the agreement for two (2) additional one (1) year term upon the same terms and conditions by providing notice to GBG. Notwithstanding any relationship between the City and BSO and subject to compliance with applicable laws relating to voting conflicts, it is our understanding that the contract between GBG and BSO may continue to run its course up to and including any renewal terms.

2) IF THE ANSWER TO QUESTION #1 IS “YES;” WHETHER, UPON THE EXPIRATION OF THE CONTRACT BETWEEN THE BUSINESS AND SHERIFF’S OFFICE, THE PARTIES MAY ENTER INTO A NEW AGREEMENT FOR SERVICES PURSUANT TO THE SAME GENERAL TERMS AND CONDITIONS AS THE EXPIRING CONTRACT?

The relationship between GBG and BSO predates Commissioner Gelin’s election to office. Given the history between GBG and BSO, GBG may desire to pursue future opportunities with BSO once its current agreement with BSO expires. Commissioner Gelin would not misuse his public position, as detailed in Section 112.313(6), F.S., in pursuit of any future opportunities for GBG.

3) WHETHER A SMALL BUSINESS OWNED BY A CITY OF TAMARAC CITY COMMISSIONER MAY COMPETE FOR WORK FROM OTHER GOVERNMENTAL AGENCIES IN BROWARD COUNTY AND THROUGHOUT THE STATE OF FLORIDA?

Section 112.313(3), F.S., precludes GBG from doing business with the City of Tamarac. We are aware of no other provision which would prohibit GBG from pursuing contract opportunities from other governmental agencies in Broward County.

Again, this assumes that Commissioner Gelin would not misuse his public position, as detailed in Section 112.313(6), F.S., in pursuit of any future opportunities for GBG.

4) WHETHER A SMALL BUSINESS OWNED BY A CITY OF TAMARAC CITY COMMISSIONER MAY PARTNER WITH AN EXISTING TAMARAC VENDOR TO SUBMIT RESPONSES TO COMPETITIVE PROCUREMENT
SOLICITATIONS FOR OTHER GOVERNMENTAL AGENCIES IN BROWARD COUNTY AND THROUGHOUT THE STATE OF FLORIDA?

It is not uncommon for businesses to partner up and submit joint proposals in response to an agency’s competitive solicitations. For instance, if a business does not provide all of the services being sought by a particular agency, the business may partner with another entity which provides other services in order to submit a more complete and responsive bid. Additionally, some agencies provide a vendor preference or credit for minority-owned businesses. GBG is a minority-owned business. From time to time, GBG partners with other businesses to submit responses to competitive solicitations.

The City of Tamarac has engaged vendors to provide insurance brokerage and related consulting services. Commissioner Gelin is familiar with several of these vendors through relationships in the insurance industry, unrelated to his position as an elected official.

The question is whether GBG may partner with current City vendors to pursue governmental contracts with other agencies in Broward County and throughout the State of Florida. If GBG is able to do so, it is our understanding that a Section 112.3143, F.S., voting conflict would exist for Commissioner Gelin in the event that the contract for any GBG partner came before the city commission for consideration. In such instances, Commissioner Gelin would abstain from voting and file the requisite Form 8b.

CONCLUSION

In an abundance of caution, the undersigned seek a formal advisory opinion of the FCE addressing and clarifying the issues detailed herein. Thank you for your attention and consideration to this matter. Please do not hesitate to contact our office if there is any additional information that we can provide.

Sincerely,

GOREN, CHEROF, DOODY & EZROL, P.A.,

SAMUEL S. GOREN
JACOB G. HOROWITZ

cc: Commissioner E. Mike Gelin
Anderson, Chris

From: Jacob G. Horowitz <JHorowitz@gorencherof.com>
Sent: Wednesday, January 02, 2019 1:22 PM
To: Anderson, Chris
Cc: Samuel S. Goren
Subject: RE: Commission File 2730

Chris,

Good afternoon and Happy New Year. I hope you had a nice and relaxing holiday with your family.

We have reviewed your follow-up inquiry and conferred with Commissioner Gelin. Please note the responses to your questions detailed in red, below.

Thank you for your continued assistance with this important matter for our commissioner. Please let us if there is any additional information that we can provide.

Jacob G. Horowitz

GOREN, CHEROF, DOODY & EZROL, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: (954) 771-4500 x 305 | (561) 276-9400 x 305 | Fax: (954) 771-4923
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Offices in Fort Lauderdale and Delray Beach, Florida.

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From: Anderson, Chris [mailto:ANDERSON.CHRIS@leg.state.fl.us]
Sent: Friday, December 28, 2018 12:51 PM
To: Samuel S. Goren; Jacob G. Horowitz
Cc: Ivette Corredor
Subject: Commission File 2730

Dear Mr. Goren and Mr. Horowitz:
In furtherance of my drafting of an advisory opinion pursuant to your inquiry regarding
Commissioner Gelin, please email me the information requested below. The sooner I
get the information the better, as we are on a tight timeframe to have things drafted for
the upcoming Commission on Ethics meeting (scheduled for January 25); it would
greatly help me if I receive the requested information from you on or before the close of
business on Wednesday, January 2.

1. I do not have Exhibit 1 of your inquiry (the agreement between GBG and BSO,
dated February 14, 2018). Please email me a copy of the agreement. Sent to the
FCE.
2. What date did Mr. Gelin qualify to run for City Commission (what date did he
become a candidate)? Mr. Gelin qualified on June 21, 2018; he opened his
campaign account on April 6, 2018.
3. Was Mr. Gelin an incumbent running for reelection or was he seeking election
not as an incumbent? Mr. Gelin was not an incumbent.
4. Was Mr. Gelin otherwise a public officer or employee when, or before, he
became a candidate for City Commission? No.
5. What products or services does his small business provide, or would seek to
provide, to its clients? GBG provides health insurance advisory, consulting and
brokerage services. The following link to GBG’s website provides additional
6. Does provision of any of the products or services require government licensure
(e.g., does the business sell insurance and have licensed insurance agents)? If
so, please elaborate? Mr. Gelin (agent) and GBG (agency) are both licensed with
the Florida Department of Financial Services to broker insurance. Mr. Gelin’s
license is for life insurance, health insurance, and variable annuities. GBG has a
general brokerage license.
7. If government licensure is required, is Mr. Gelin one of the licensed persons? If
so, please elaborate? Yes. See Question #6.
8. Is government licensure required for GBG to provide insurance consultant
services to BSO? If so, is Mr. Gelin the person under whose licensure the
services are provided? Both licenses are activated under this relationship.
9. What are the contracts or agreements, if any, between the City of Tamarac and
the other governmental agencies in Broward County and throughout Florida
that GBG might seek to work for? If any, please briefly describe the contracts or
agreements and identify the other government agencies? GBG is not specifically
seeking to do business with other governmental agencies in Broward County or
elsewhere that do business with Tamarac. GBG’s business relationship with BSO,
which does have a contract with Tamarac, predates Mr. Gelin’s election.
Tamarac does have interlocal agreements and other contracts with a number of
other governmental agencies, but it is unknown whether these agencies will be
in the market for services provided by GBG.
10. Is there, or is there anticipated to be, any litigation or “friction” between the City of Tamarac and the other governmental agencies in Broward County and throughout Florida that GBG might seek to work for? If so, please elaborate? None.

11. Would Mr. Gelin, personally, partner with an existing Tamarac vendor regarding work for other government agencies, or would GBG partner with the existing vendor? Any partnership would be between GBG and an existing vendor, if legally permissible.

12. Would the partner work require a government-licensed person? If so, please elaborate, including stating whether Mr. Gelin would be the licensed person performing the work? Any work performed would be done so under existing license.

13. What sort of business entity (LLC, profit corporation, etc.) is GBG? GBG is registered as a State of Florida LLC and a federally registered for-profit S-Corporation.

14. What relationships/positions does Mr. Gelin hold with GBG? President and sole shareholder.

15. Would Mr. Gelin, personally, be a partner, joint venturer, or coowner of property with BSO? If so, please elaborate? No.

16. Would GBG be a partner, joint venturer, or coowner of property with BSO? If so, please elaborate? No.

17. Would Mr. Gelin, personally, be a partner, joint venturer, or coowner of property with any Tamarac vendor? If so, please elaborate? No.

18. Would Mr. Gelin, or GBG, hold shares of (or similar equity of) any Tamarac vendor? If so, please elaborate? No.

Thank you, and have a Happy New Year,

Chris Anderson
C. Christopher Anderson, Ill
General Counsel and Deputy Executive Director
Florida Commission on Ethics
(850) 488-7864
Chris,

Good afternoon. Thank you for your follow-up inquiry. Attached please find a copy of the current agreement between GBG and BSO, as requested. As Sam indicated, we will discuss with Commissioner Gelin and provide answers to your other questions as soon as possible.

Happy and healthy new year to you and your family. Hope you are doing well.

Jacob G. Horowitz

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AGREEMENT
by and between
SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY FLORIDA
and
GELIN BENEFITS GROUP, LLC

THIS AGREEMENT is made and entered this 14th day of February, 2018 by and
between Scott J. Israel, as Sheriff of Broward County Florida (hereinafter referred to as
"SHERIFF" or "BSO") and Gelin Benefits Group, LLC., (hereinafter referred to as
"CONSULTANT").

WHEREAS, SHERIFF desires to retain an outside company to review and assist in
the SHERIFF'S government procurement process of identifying and securing an
appropriate vendor for life insurance services and policies for SHERIFF'S personnel
("Project");

WHEREAS, CONSULTANT represents that it is capable of providing the services to
complete the Project; and

IN CONSIDERATION of the mutual terms and conditions contained herein,
SHERIFF and CONSULTANT covenant and agree as follows:

SECTION I
SCOPE OF SERVICES

1.1 CONSULTANT is hereby retained to perform specific projects utilizing its
expertise and perform the services more fully explained and identified in Exhibit A attached
hereto and incorporated herein ("Statement of Work" a/k/a SOW).

1.2 This is a non-exclusive agreement. SHERIFF reserves the right to engage
and hire other vendors and/or SHERIFF'S employees to perform the services referenced in
the SOW.

1.3 The parties' terms and conditions are outlined in this document and Exhibit A
("Agreement"). If there is a conflict between the terms contained in this document and any
of its exhibits, then in order of preference, the terms of this document control and then
Exhibit A.

SECTION II
MANNER OF PERFORMANCE

2.1 CONSULTANT shall perform all services to the utmost professional standards
and in a fiduciary capacity to SHERIFF.

2.2 CONSULTANT agrees to perform, at all times faithfully, industriously, and to
the best of its ability, experience, and talent, all of the duties that may be required of and
from it pursuant to the express and implicit terms of this Agreement.
2.3 Time is of the essence for CONSULTANT’S delivery of the services described in the SOW.

2.4 CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein, and to provide and perform such services to SHERIFF’S satisfaction for the agreed compensation. CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT’S performance and all interim and final product(s) and reports/evaluations provided to, or on behalf of, the SHERIFF shall be comparable to the best local and national standards.

2.5 CONSULTANT will provide SHERIFF with an evaluation report and analysis and all other reviews, comparisons and summaries ("Reports") in digital form and, upon request by SHERIFF in hard copy. CONSULTANT will deliver the Reports in a timely manner and in an agreed upon format. The CONSULTANT understands that the Reports will be public records and disclosable to the public in accordance with Florida Public Records laws. CONSULTANT will be available to SHERIFF and the SHERIFF’S Purchasing Division, Human Resources Division, and Office of General Counsel staff as needed. The CONSULTANT will be available to the SHERIFF’S vendor selection committee to answer questions as needed and to explain the Reports and their content and significance as needed.

SECTION III
TERM

This Agreement shall commence on March 1, 2018, nunc pro tunc, and shall continue in full force and effect until February 28, 2019 or until this Agreement and conditions or terminated in accordance with Section 15 of this Agreement. SHERIFF shall have the right to extend this Agreement for two (2) additional one (1) year terms upon notice to the CONSULTANT upon the same terms and conditions herein.

SECTION IV
WORK SCHEDULE

Any physical on-site activities conducted by CONSULTANT shall be conducted during normal working hours of SHERIFF, Monday through Friday, excluding national holidays.

SECTION V
ADDITIONAL SERVICES

CONSULTANT and SHERIFF acknowledge that the SOW may not delineate every detail and minor work task required to be performed by CONSULTANT to complete its services and provide the deliverables. If the parties agree to additional work and deliverables beyond the SOW, then the parties shall negotiate additional consideration to be paid to CONSULTANT in writing as an amendment to this Agreement.
SECTION VI
CONSIDERATION

6.1 CONSULTANT shall be paid up to the total annual maximum price not to exceed Twenty Thousand Dollars ($20,000.00) in equal quarterly installments with the first due on April 1, 2018, then July 1, 2018, then October 1, 2018 and then upon full completion of the Project, unless agreed to otherwise in writing signed by both parties.

6.2 CONSULTANT shall submit all invoices to the SHERIFF’s Finance Department, 2601 W. Broward Boulevard, Fort Lauderdale, Florida 33312, and accounts_payable@sheriff.org identifying the Purchase Order Number, nature of the work performed, the total hours of work performed.

6.3 SHERIFF shall have the right to provide written objections to an invoice within seven (7) business days of SHERIFF’s receipt of such invoice. If no objection is made within such seven (7) business day period, payment shall be made within fifteen (15) calendar days thereafter.

6.4 CONSULTANT shall not earn or accept any type of referral fee, commission, brokers fee, finder’s fee, or any other remuneration by any third party or co-broker or insurance agent or any proposer responding to SHERIFF’S government procurement process when CONSULTANT is performing these services identified in the SOW.

SECTION VII
EXPENSES

CONSULTANT shall be fully and solely responsible for any and all expenses incurred by CONSULTANT in the performance of this Agreement, including, but not limited to, costs of supplies, fees, travel, licenses, bonds or taxes, data base search charges, digital reporting expenses, telecommunications, and all other costs of doing business. CONSULTANT shall not, in any manner, incur indebtedness on behalf of SHERIFF.

SECTION VIII
WARRANTIES

8.1 CONSULTANT represents and warrants that, at the time of entering into this Agreement, no claims have been asserted or action or proceeding brought against CONSULTANT which alleges that all or any part of the services, deliverables, software, scripts, codes, processes, calculations, formulas, work-flows, data and alike provided under this Agreement (including any customization or interface) or use thereof by CONSULTANT, infringes or misappropriates any patent, copyright, mask copyright or any trade secret or other intellectual or proprietary right of a third party, nor is CONSULTANT aware of any such potential claim. CONSULTANT also represents and warrants that its services and deliverables to be provided pursuant to this Agreement will not infringe or misappropriate any patent, copyright, mask copyright or any trade secret or other
intellectual or proprietary right of a third party. In the event of a breach of this representation and warranty, CONSULTANT shall be responsible for and pay SHERIFF for any and all actual harm, injury, damages, costs and expenses incurred by SHERIFF by reason of the breach including as provided in the Indemnification provisions in the Agreement.

SECTION IX
WORK FOR HIRE

9.1 Ownership of Custom Work Products. "Custom Work Products" means all Reports and finished or unfinished documents, reports, evaluations, testing results, studies, or any portions or derivatives thereof, created by CONSULTANT after the date of complete execution of this Agreement which are the result of, or derived from, any of the services provided by CONSULTANT in furtherance of the SOW or this Agreement or other services rendered to SHERIFF hereunder. For the purposes of this Agreement, SHERIFF shall own all right, title, and interest to all Custom Work Products. CONSULTANT expressly acknowledges and agrees that the Custom Work Products shall be deemed to constitute "work made for hire" under the Federal copyright laws (17 U.S.C. Sec. 101) and, alternatively, CONSULTANT hereby exclusively and irrevocably assigns all ownership or other rights CONSULTANT might have in Custom Work Products to SHERIFF. Without limiting the foregoing, CONSULTANT shall: (a) assign and transmit all Custom Work Products only to SHERIFF; (b) regard the Custom Work Products as SHERIFF'S exclusive property; and (c) maintain the Custom Work Products as confidential and shall not disclose the same to any other person or entity without SHERIFF'S prior written consent.

9.2 To the extent that this Agreement should be deemed to not be a work for hire agreement, CONSULTANT agrees to, and hereby does, assign to SHERIFF all ownership and all other proprietary rights, including intellectual property rights, in and in all work product, deliverables and/or Custom Work Products. CONSULTANT agrees to execute any documents necessary to document such assignment. Additionally, CONSULTANT shall acquire no rights in any property or information of SHERIFF or licensors of SHERIFF.

SECTION X
RECORDS

10.1 CONSULTANT shall keep such records and accounts as may be necessary in order to record complete and correct entries for charges and any expenses for which CONSULTANT expects to be paid. All books and records relative to services under this Agreement will be available at all reasonable times for examination and audit by SHERIFF and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. All books and records which are considered public records shall, pursuant to Chapter 119, Florida Statutes, be kept by CONSULTANT in accordance with such statutes.

10.2 Pursuant to Florida law (including but not limited to Section 119.0701, Florida Statutes), CONSULTANT must comply with all applicable public records laws. Specifically, CONSULTANT shall:
(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Chapter 119 or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the public agency.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of CONSULTANT or keep and maintain public records required by the public agency to perform the service. If the CONSULTANT transfers all public records to the public agency upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records.

(e) All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

In the event CONSULTANT receives a public records request related to this agreement and the services provided hereunder, CONSULTANT shall promptly forward the same to SHERIFF for SHERIFF’S records. For purposes of this section, SHERIFF is considered the “public agency”.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: ERIN FOLEY, RECORDS MANAGEMENT LIAISON OFFICER, ADMINISTRATIVE SUPPORT BUREAU, BROWARD SHERIFF’S OFFICE, 2601 WEST BROWARD BLVD., FORT LAUDERDALE, FLORIDA 33312 (954) 831-8745 Erin_Foley@sheriff.org OR THE OFFICE OF GENERAL COUNSEL, BROWARD SHERIFF’S OFFICE, (954) 831-8920.

SECTION XI
SUBCONTRACTORS
CONSULTANT shall not be entitled to subcontract the performance obligations provided herein to any other party without the prior written consent of SHERIFF, such approval not to be unreasonably withheld, nor shall CONSULTANT be allowed to assign any rights, except monies which may become due under this Agreement, without the prior written approval of SHERIFF.

SECTION XII
CRIMINAL HISTORY

12.1 CONSULTANT represents that its principal owners, partners, corporate officers, and employees do not have any past felony criminal convictions or any pending criminal charges. CONSULTANT has disclosed all such convictions or pending criminal charges to the SHERIFF and further agrees to disclose any future convictions or pending criminal charges.

12.2 CONSULTANT’S employees, agents, servants or representatives directly performing services for CONSULTANT pursuant to this Agreement may be subject to a background screening conducted by the SHERIFF prior to performing such services. Such screening shall be at the expense of SHERIFF.

SECTION XIII
EMPLOYMENT RESPONSIBILITY

13.1 Any employees utilized by CONSULTANT to fulfill the terms and conditions of this Agreement shall be deemed employees of CONSULTANT, not of SHERIFF.

13.2 Accordingly, CONSULTANT shall be responsible for assuming the cost of contributions to pension funds, insurance premiums, workers compensation funds (Chapter 440, FSA), or other recognized employee fringe benefits.

13.3 SHERIFF shall not be liable for and CONSULTANT agrees to indemnify SHERIFF against a liability resulting from injury or illness, of any kind whatsoever, to CONSULTANT’s employees, agents, representative, designee, or servants during the performance of the services, duties, and responsibilities contemplated herein.

13.4 CONSULTANT has the right to provide services to others or hold itself out to the public as available to engage in agreements with others.

13.5 CONSULTANT shall at all times be an independent contractor under this agreement, rather than an employee, agent, or representative of SHERIFF, and no act, action, or omission to act by CONSULTANT shall in any way obligate or bind SHERIFF.

13.6 CONSULTANT will be responsible for having its employees complete and submit data forms required to obtain clearance prior to entering any of SHERIFF’S facilities. Such forms shall be provided by SHERIFF.

13.7 CONSULTANT agrees to abide by all of the security policies, rules, and
regulations promulgated by the SHERIFF, and provided in writing to CONSULTANT.

SECTION XIV
PAYMENT OF TAXES

CONSULTANT shall bear all responsibility for the payment of any federal, state or local taxes and fees, if applicable. It is understood by both parties that SHERIFF will not, in any manner, be responsible for the aforementioned taxes or fees. It is further understood and agreed that the SHERIFF will not withhold any payroll taxes (i.e. federal withholdings, FICA) from the payments to CONSULTANT or its employees, agents, or servants.

SECTION XV
TERMINATION

15.1 The Contract may be terminated upon the following events:

Termination by Mutual Agreement. In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

Termination Without Cause. SHERIFF shall have the right to terminate this Agreement without cause by providing CONSULTANT with thirty (30) calendar days written notice via certified mail, return receipt requested or via hand delivery with proof of delivery. If SHERIFF terminates this Agreement pursuant to this provision, then SHERIFF shall pay for all service rendered through the date of receipt of said notice to CONSULTANT.

Termination for Cause. In the event any regulatory or accrediting organization finds a deficiency, then SHERIFF may, in its sole discretion, send CONSULTANT written notice of deficiency. If CONSULTANT fails to rectify the deficiency within thirty (30) calendar days from the date of the receipt of notice of the deficiency, then SHERIFF, in its sole discretion, may terminate this Agreement.

In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) calendar days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Agreement. Material breaches shall include but are not limited to, violations of Governing Standards, local, state or federal laws, the SHERIFF'S policies and procedures, or the terms and conditions of this Agreement.

Termination for Lack of Funds. In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County, BSO may provide CONSULTANT with thirty (30) calendar days written notice of termination of this Agreement.

Immediate Termination by SHERIFF. SHERIFF, in the Sheriff's sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

a) CONSULTANT's violation of the Public Records Act;
b) The insolvency, bankruptcy or receivership of CONSULTANT;
c) CONSULTANT's violation or non-compliance with Nondiscrimination Section of this Proposal; or
d) CONSULTANT fails to maintain insurance in accordance with the Insurance Section of this Proposal.

15.2 Upon termination of this Agreement for any reason, including expiration, CONSULTANT shall place no further orders nor enter into subcontracts for materials or services unless it is necessary. Copies of any orders or subcontracts shall be given to the SHERIFF'S contract administrator.

15.3 Neither the expected termination nor the expiration of this Agreement shall relieve CONSULTANT, its employees and independent contractors from their contractual duty and ethical obligation to provide or arrange for services under this Agreement until the date of termination.

15.4 The SHERIFF shall have the right terminate any portion of the SOW and the Consideration payable to the CONSULTANT shall be proportionately reduced. In such case, the parties understand and acknowledge that the termination of any portion of the SOW, shall not terminate this Agreement.

15.5 Notwithstanding any other provisions of this Agreement, the insurance, indemnification, confidentiality provision as set forth in this proposal shall survive the termination or expiration of this Agreement.

SECTION XVI
CIVIL RIGHTS REQUIREMENTS

CONSULTANT shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, national origin, physical or mental disability, sexual orientation, sexual preference, gender expression, marital status or medical status. CONSULTANT shall take affirmative action to ensure that BSO families and their families, applicants, subcontractors, Independent Contractors, and employees are treated without discrimination in regard to their race, age, color, religion, sex, national origin, mental or physical disability, sexual orientation, sexual preference, gender expression marital status or medical status. CONSULTANT shall comply with all applicable sections of the Americans with Disabilities Act. The CONSULTANT agrees that compliance with this Section constitutes a material condition to this Contract, and that it is binding upon the CONSULTANT, its successors, transferees, and assignees for the period during which services are provided. The CONSULTANT further assures that all subcontractors and Independent Contractors are not in violation of the terms of this Section.

SECTION XVII
CONFIDENTIALITY

17.1 To the extent permitted by law, CONSULTANT or its employees shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of SHERIFF, including, but not limited to, its manner of operation,
its plans, computer systems, processes, procurement processes, consultations with SHERIFF’S personnel or other data of any kind, nature or description. The parties stipulating that as between them, the aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of SHERIFF, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this Agreement. CONSULTANT acknowledges that a breach of this confidentiality will cause irreparable injury to SHERIFF, that the remedy at law for any such violation or threatened violation will not be adequate and that SHERIFF shall be entitled to temporary and permanent injunctive relief.

17.2 CONSULTANT shall not disclose, in any manner, either directly or indirectly, any information obtained by CONSULTANT through its performance of this Agreement and shall have each and every employee, agent, representative, student and volunteer providing services pursuant to this Agreement, sign the Confidentiality Statement attached hereto as Exhibit B.

SECTION XVIII
INDEMNIFICATION

18.1 CONSULTANT shall, at all times hereafter, indemnify, hold harmless and, at the option of SHERIFF counsel, defend or pay for an attorney selected by SHERIFF counsel to defend the Broward Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County, and their officers, agents, employees and commission members from and against any and all claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorneys fees, arising out of the negligent or wrongful act or omission of CONSULTANT, its officers, agents, employees, servants, independent contractors or subcontractors in the performance of this Agreement.

18.2 CONSULTANT shall inform SHERIFF in advance of planned actions and/or conduct related to CONSULTANT’s handling of any such action or claim. SHERIFF shall inform CONSULTANT of any known restrictions, defenses or limitations that may arise or exist by reason of BSO being a governmental entity.

18.3 SHERIFF shall not be liable for and CONSULTANT agrees to indemnify SHERIFF against any liability resulting from injury or illness, of any kind whatsoever, to CONSULTANT’S employees, agents, representatives, designees, or servants during the performance of the services, duties, and responsibilities contemplated herein.

18.4 Nothing in the resulting Agreement is intended nor shall it be construed or interpreted to waive or modify the SHERIFF’S immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended from time to time.

18.5 The above indemnification provision shall survive the expiration or termination of this Agreement.

SECTION XIX
INSURANCE
19.1 Throughout the term of this Agreement and for all applicable statutes of limitations periods, CONSULTANT shall maintain in full force and effect the insurance coverages set forth in this Article.

19.2 All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a Best's rating of A-VI or better.

19.3 All insurance policies shall name and endorse the following as additional insureds: the Broward County Sheriff’s Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies.

19.4 All insurance policies shall be on an occurrence basis and shall be endorsed to provide that (a) CONSULTANT’s insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and (b) CONSULTANT’s insurance applies separately to each insured against whom claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer’s limit of liability.

a. CONSULTANT shall carry the following minimum types of insurance and submit insurance information with the proposal including aggregate limits:

1. **Workers’ Compensation.** CONSULTANT shall carry Worker’s Compensation insurance with the statutory limits under Florida law.

2. **Commercial General Liability Insurance.** CONSULTANT shall carry Commercial General Liability Insurance with limits of not less than Two Million ($2,000,000) dollars per occurrence combined single limit for Bodily Injury and Property Damage. The insurance policy must include coverage that is not more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and cross liability. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

3. **Professional Liability (Errors and Omissions) Insurance.** CONSULTANT shall carry Professional Liability coverage for it and its employees that has a per occurrence limit of not less than Three million dollars ($3,000,000). If the CONSULTANT has coverage in greater amounts or if the nature of the agreement requires additional insurance, then the limits will be increased.
4. **Umbrella or Excess Liability Insurance.** CONSULTANT may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. CONSULTANT agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insureds.

19.5 CONSULTANT shall provide SHERIFF's Director of Risk Management and SHERIFF's Contracts Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of insurance and coverages required by this section prior to award of the contract, and, at any time thereafter, upon request by the SHERIFF.

19.6 CONSULTANT'S insurance policies shall be endorsed to provide SHERIFF with at least thirty (30) days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Broward Sheriff's Office  
Attn.: Contracts Manager  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33312

AND

Broward Sheriff's Office  
Attn: Director of Risk Management  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33312

19.7 If CONSULTANT'S insurance policy is a claims made policy, then CONSULTANT shall maintain such insurance coverage for a period of five years after the expiration or termination of the Agreement or any extensions or renewals of the Agreement. Applicable coverages may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement or tail coverage.

19.8 If any of CONSULTANT's insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this Article.

19.9 The provisions of this Article shall survive the expiration or termination of this Agreement.

19.10 **Payment.** If any of the insurance policies required under this Article above
lapse during the term of this Agreement or any extension or renewal of the same, CONSULTANT shall not receive payment from the SHERIFF until such time that the SHERIFF has received satisfactory evidence of reinstated coverage of the types and coverages specified in this Article that is effective as of the lapse date. SHERIFF, in its sole discretion, may terminate the Agreement immediately and no further payments shall be due to CONSULTANT.

SECTION XX
PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with the SHERIFF, may not be awarded or perform work as a CONSULTANT, supplier, or subcontractors, under a contract with the SHERIFF, and may not conduct business with the SHERIFF for a period of thirty six (36) months from the date of being placed on the convicted vendor list. CONSULTANT'S execution of this Agreement acknowledges CONSULTANT'S representation that it has not been placed on the convicted vendor list. Violation of this section by CONSULTANT shall result in termination of this Agreement and may cause CONSULTANT debarment.

SECTION XXI
ASSIGNMENT

21.1 Neither this Agreement nor any interest herein, except for the right of monies due under this Agreement to CONSULTANT, shall be assigned, transferred, or encumbered by CONSULTANT. CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized by SHERIFF in writing.

21.2 CONSULTANT represents that all persons delivering the services required by this Agreement on behalf of CONSULTANT have the knowledge and skills, either by training, experience, education, or a combination thereof, to perform the duties, obligations, and services set forth in this Agreement.

21.3 CONSULTANT shall perform the services and provide the deliverables in accordance with the requirements of this Agreement and in a manner similar to that of others providing like services and deliverables in the industry.

21.4 CONSULTANT shall not employ any subcontractor against whom SHERIFF may have a reasonable objection. CONSULTANT shall not be required to employ any subcontractor against whom CONSULTANT has a reasonable objection.

21.5 CONSULTANT shall be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors to the same extent that CONSULTANT is responsible for the acts and omissions of persons directly employed by it. Nothing in this Agreement shall create any contractual relationship between any subcontractor and SHERIFF or any obligation on the part of SHERIFF to pay
or to see the payment of any monies due any subcontractor. SHERIFF may furnish to any subcontractor evidence of amounts paid to CONSULTANT on account of specific work performed.

SECTION XXII
DRUG-FREE WORKPLACE

CONSULTANT shall provide a drug-free workplace program in accordance with the Drug Free Workplace Certification attached as Exhibit C and incorporated herein.

SECTION XXIII
NOTICE

Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage, to the party at the addresses designated in the Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

Major Chadwick Wagner
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

Office of the General Counsel
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

For CONSULTANT:

Elberg Mike Gelin
Gelin Benefits Group
6750 N. Andrews Avenue Suite 200

Fort Lauderdale, FL 33309

SECTION XXIV
AGREEMENT TERMS TO BE EXCLUSIVE

This written Agreement, including any Schedules referred to herein, contains the sole and entire Agreement between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing its execution and delivery except such representations as are specifically set forth in this writing, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other.
SECTION XXV
WAIVER OR MODIFICATION OF AGREEMENT

No waiver or modification of this Agreement or of any covenant, condition or limitation contained herein shall be valid unless it is reduced to written form and duly executed by the parties. No evidence of any waiver or modification of the terms herein shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising, in any manner, out of this Agreement, unless such waiver or modification is in writing and duly executed by the parties.

SECTION XXVI
AGREEMENT GOVERNED BY LAW OF STATE OF FLORIDA

It is the parties expressed intent that this Agreement and its performance, as well as, all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Florida. The laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any legal action or special proceeding may be instituted, commenced or initiated.

SECTION XXVII
SURVIVORSHIP OF BENEFITS

The terms and conditions of this Agreement shall be binding upon CONSULTANT, CONSULTANT's executors, administrators, heirs, personal representatives, successors and assigns.

SECTION XXVIII
CONFLICTS OF INTEREST

CONSULTANT assures SHERIFF'S that to the best of its knowledge, the signing of this Agreement does not create any conflict of interest between itself and its associates or any principal of its firm or any member or employee of the SHERIFF. CONSULTANT must disclose to SHERIFF in writing any and all relationships or affiliations between itself or any of its employees, owners, principals or contractors and any proposer or service provider submitting a proposal, response, or bid to SHERIFF for SHERIFF'S consideration during the government procurement process and in which CONSULTANT will be rendering services to SHERIFF under this Agreement in the evaluation thereof.

SECTION XXIX
MISCELLANEOUS

29.1 CONSULTANT shall comply with all the statutes, laws, rules, codes, ordinances, and regulations of any and all federal, state and local political bodies having jurisdiction over the services provided herein.
29.2 In the event either party brings an action against the other to enforce any
conditions or covenant of this Agreement, the prevailing party in such action shall be
entitled to recover the court costs and reasonable attorneys' fees in the judgment rendered
in such action.

29.3 The preparation of this Agreement has been a joint effort of the parties 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.

29.4 Venue in any proceeding or action among the parties arising out of this
Agreement shall be in Broward County, Florida.

29.5 In entering this Agreement, the parties represent that they have had a
reasonable opportunity to seek and select legal advice and have relied upon the advice of
their own legal representative, who is an attorney of their own choice, or have voluntarily
chosen not to seek the advice of an attorney, and that the terms of this Agreement have
been completely read and that those terms are fully understood and voluntarily accepted
by them.

29.6 The headings contained in this Agreement are for reference purposes only
and shall not affect in any way the meaning or interpretation of the Agreement. All
personal pronouns used in this Agreement shall include the other gender, and the singular
shall include the plural, and vice versa, unless the context otherwise requires. Terms such
as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and
not to any particular sentence, paragraph, or section where they appear, unless the context
otherwise requires. Whenever reference is made to a Section or Article of this Agreement,
such reference is to the Section or Articles as a whole, including all of the subsections of
such Section, unless the reference is made to a particular subsection or subparagraph of
such Section or Article.

29.7 Neither party shall be liable to the other for any failure or delay in
performance hereunder due to circumstances beyond its reasonable control including,
without limitation, Acts of God; accident, death, labor disputes, injury or illness of key
personnel; acts, omissions and defaults of third parties and governmental and judicial
action not the fault of the party causing such failure or delay in performance.

29.8 Should a dispute arise between the parties under or relating to this
Agreement, each party agrees that prior to initiating any formal proceeding against the
other (except for the seeking of injunctive relief), the parties' will each designate a
representative for purposes of resolving the dispute. If the parties' representatives are
unable to resolve the dispute within ten (10) business days, either may, upon written notice
to the other party, require that the dispute be submitted to more senior representatives
within each party ("Senior Representatives"). The Senior Representatives of each party
shall meet as soon as possible to negotiate in good faith to resolve the dispute.

29.9 All provisions of this Agreement relating to confidentiality, non-disclosure,
indemnity, insurance, and SHERIFF’s obligations to pay CONSULTANT for services
rendered and expenses incurred, shall survive the completion of the Services or any
termination of this Agreement.
29.10 The parties agree for purposes of this Agreement, the Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts. Facsimile and electronic mail copies in “portable document format” (".pdf") form or digital e-signatures are acceptable and shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, e-mail or digital format shall be deemed to be their original signatures for all purposes.

AGREEMENT BY AND BETWEEN THE BROWARD SHERIFF’S OFFICE AND GELIN BENEFITS GROUP, LLC.

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

GELIN BENEFITS GROUP, LLC.

Authorized Representative

Federal Employer ID#: 47-2805753

Date February 14, 2018

SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY, FLORIDA

Colonel John Dale
Executive Director
Department of Professional Standards & Investigations

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

Date 2/21/2018 | 21:59 PM EST

Ronald M. Gunzburger, General Counsel/Executive Director
EXHIBIT A

STATEMENT OF WORK
December 14, 2017

Colonel Tom Harrington
Department of Administration
Broward Sheriff's Office
2801 West Broward Boulevard
Fort Lauderdale, FL 33312

Dear Tom,

Thank you for taking the time to meet with us and for providing us with an opportunity to procure Legal Insurance benefits on behalf of all of the employees that represent the Broward Sheriff's Office.

Based on our discussion, the legal insurance plan will be available to all employees and the expected open enrollment start date is October of 2018. Once the evaluation and summary of benefits and cost comparisons are complete, we will be prepared to educate and train the selection committee, present information to the human resource team, evaluation committee, and other related parties, ensure a smooth data transmission between the selected carrier and the PeopleSoft system, and work with human resources and purchasing to finalize all documents and contracts.

The outline below provides additional details regarding our plan to successfully complete the project.

Legal Insurance Project Outline

- Conduct informal meetings and/or conference calls with potential vendors to ensure broad participation from qualified vendors in the market
- Draft and review scope of services and questionnaire
- Meet with BSO staff in HR and Procurement to finalize RFP timeline and approve questionnaire
- Finalize required documents and determine minimum qualifications before issuing RFP
- Secure de-identified census report from BSO to distribute to qualified vendors
- Manage the RFP process from the start date through the closing date
- Provide timely and accurate responses to questions from the market
- Assist procurement in developing the evaluation criteria
- Train the selection committee on how to best evaluate the competing vendors
- Host and manage selection committee meetings with Procurement
- Provide detailed summary comparison of the key features and benefits of each carrier based on their responses
- Provide cost comparison summary of the firms that submitted a proposal
- Meet with employees, union leaders, and benefit boards
- Assist in the implementation of the plan
Assist the BSO Office of General Counsel in the negotiation and drafting of the contract with the selected vendor and ensure all contracts are executed.

Sample Proposed Timeline

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposal Released</td>
<td>May 31, 2018</td>
</tr>
<tr>
<td>Deadline for questions regarding RFP</td>
<td>June 14, 2018</td>
</tr>
<tr>
<td>Responses to Questions</td>
<td>June 21, 2018</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>June 28, 2018</td>
</tr>
<tr>
<td>Initial Discussion, Review, and Analysis</td>
<td>July 5, 2018</td>
</tr>
<tr>
<td>Initial Vendor Selection</td>
<td>July 12, 2018</td>
</tr>
<tr>
<td>Finalist Presentations &amp; Final Ranking (if necessary)</td>
<td>July 26, 2018</td>
</tr>
<tr>
<td>Notification of Intent to Award</td>
<td>August 31, 2018</td>
</tr>
<tr>
<td>Internal Approval Process</td>
<td>August 9, 2018</td>
</tr>
<tr>
<td>Contract Negotiations</td>
<td>August 16, 2018</td>
</tr>
<tr>
<td>Implementation</td>
<td>August 23, 2018</td>
</tr>
<tr>
<td>Enrollment Period</td>
<td>October 1, 2018</td>
</tr>
<tr>
<td>Effective Date of Coverage</td>
<td>January 1, 2019</td>
</tr>
</tbody>
</table>

Compensation

For the services rendered by the Gelin Benefits Group, as listed in this proposal, Broward Sheriff's Office will pay a flat fee of $20,000 as compensation. The amount should be paid in equal monthly installments beginning on an agreed upon start date and projected end date. If the total amount is paid prior to the end of the project period, Gelin Benefits will continue the project through completion without additional compensation.

Gelin Benefits will act as a fiduciary to BSO in carrying out the forgoing services and shall not accept any type of referral fee, commission, brokers fee, finders fee, or any other remuneration by any third party or co-broker or insurance agent or selected vendor when performing these services contained herein.

Thanks again for allowing the Gelin Benefits Group team an opportunity to work with the Broward Sheriff's Office. We look forward to demonstrating our skill, expertise, market knowledge, and service level to you and your team at BSO.

Sincerely,

E. Mike Gelin
EXHIBIT B

CONFIDENTIALITY AGREEMENT

WHEREAS, the Scott J. Israel, as Sheriff of Broward County ("SHERIFF") has entered into an Agreement with GELIN BENEFITS GROUP, LLC ("CONTRACTOR") wherein CONTRACTOR will be performing certain work and services for SHERIFF;

WHEREAS, CONTRACTOR has assigned [Elberg Mike Gelin] ("CONTRACTOR's Employee") to perform such work on behalf of CONTRACTOR;

WHEREAS, when performing such work and providing such services CONTRACTOR’s Employee may receive confidential information related to the business of the SHERIFF; and

WHEREAS, when performing such work and providing such services CONTRACTOR’s Employee will have access to SHERIFF data, information, memorandum, documents and ideas.

NOW THEREFORE, in consideration of SHERIFF’s using CONTRACTOR’s Employee to perform services and for other good and valuable consideration CONTRACTOR’s Employee agrees as follows:

I. Acknowledgment of Confidentiality. CONTRACTOR’s Employee hereby acknowledges that CONTRACTOR’s Employee may be exposed to: (a) private or confidential information related to a third party applicants’, proposers’, or respondents’ business or financial information and/or tax filings obtained by SHERIFF during the government solicitation process; (b) conversations by and between SHERIFF'S staff; (c) business information (sales and marketing research, materials, plans, accounting and financial information, personnel records and the like) and other information designated herein as “Confidential Information”.

II. Covenant Not to Disclose. With respect to the Confidential Information, CONTRACTOR’s Employee hereby agrees that during the term of rendering services or performing work and at all times thereafter CONTRACTOR’s Employee shall not use, commercialize or disclose such Confidential Information to any person or entity, except to such other parties as SHERIFF may approve in writing or as required by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature. This Agreement is being signed in multiple copies, each fully executed copy to be considered an original.

[Signature]
Employee/Contractor Signature

[Signature]
February 14, 2018
Date
EXHIBIT C

DRUG FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

(1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establishing a continuing drug-free awareness program to inform its employees about:
   (i) The dangers of drug abuse in the workplace;
   (ii) The vendor's policy of maintaining a drug-free workplace;
   (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);

(4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
   (i) Abide by the terms of the statement; and
   (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notifying Broward Sheriff's Office in writing within 10 calendar days after receiving notice under subdivision (4)(ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employer;

(6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
   (i) Taking appropriate personnel action against such employee, up to and including termination; and/or
   (ii) Requiring such employee to satisfactorily participate in and complete a
drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

(7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

[Signature]  
(Vendor Signature)

Gelin Benefits Group  
(Company Name)

Elberg Mike Gelin  
(Print Name)

State of Florida  
(Address)

County of Broward  

The foregoing instrument was acknowledged before me this 14th day of February, 2018 by Elberg Mike Gelin as President of Gelin Benefits Group, known to me to be the person described herein, or who produced Florida Driver's License G 450 213 74 213 0 as identification, and who did not take an oath.

[Signature]  
NOTARY PUBLIC

(Print Name)

My commission expires: Aug 6, 2018
CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2018-108

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA APPROVING THE FIFTH AMENDMENT TO THE LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE CITY OF TAMARAC AND THE BROWARD SHERIFF’S OFFICE; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE FIFTH AMENDMENT TO THE AGREEMENT FOR POLICE SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac contracts for police services with the Broward Sheriff’s Office; and

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

WHEREAS, the City of Tamarac, through Resolution No. R-2010-146 approved on December 8, 2010, entered into the existing agreement between the City of Tamarac and the Broward Sheriff’s Office for Police Services for a 5 year term commencing on October 1, 2010; and

WHEREAS, the City of Tamarac, through Resolution No. R-2012-124 on November 14, 2012, amended the agreement in order to provide an elevated level of police services by revising the staffing complement by adding five additional deputies and one administrative staff; and

WHEREAS, the City of Tamarac, through Resolution No. R-2013-101 on September 25, 2013, amended the agreement in order to provide staffing for the City’s...
the Red-Light Camera Program by revising the staffing complement by adding one additional motorcycle deputy and one Community Service Aide; and

WHEREAS, the City of Tamarac, through Resolution R-2014-101 on May 14, 2014 entered into the Third Amendment to the Agreement revising the staffing complement to add a Community Service Aide; and

WHEREAS, the City of Tamarac, through Resolution R-2015-46 on May 27, 2015, entered into the Fourth Amendment to the Agreement to renew the Agreement for an additional five (5) year term from October 1, 2015 to September 30, 2020;

WHEREAS, the City of Tamarac and the Broward Sheriff's Office wish to revise the staffing complement as outlined in Amendment 5, attached hereto as Exhibit 1; and

WHEREAS, the Assistant City Manager and the Director of Financial Services recommend the approval and execution of the Fifth Amendment to the Law Enforcement Service Agreement; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interest of the citizens and residents of the City of Tamarac to approve and authorize the appropriate City officials to execute the Fifth Amendment to the Law Enforcement Service Agreement between the City of Tamarac and the Broward Sheriff's Office for a period to be effective through September 30, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

Section 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct, and are incorporated herein by this reference. All
exhibits attached hereto are incorporated herein and made a specific part of this resolution.

**Section 2:** The appropriate City Officials hereby approve and are authorized to execute the Fifth Amendment to the Law Enforcement Service Agreement between the City of Tamarac and the Broward Sheriff’s Office, attached hereto as Exhibit 1.

**Section 3:** All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

**Section 5:** If any section, sentence, clause, or phrase of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining portions of this resolution.

**Section 6:** This resolution shall become effective upon its passage and adoption by the City Commission.

The remainder of this page is intentionally left blank

CITY OF TAMARAC FLORIDA

HARRY DRESSLER, MAYOR

ATTEST:

PATRICIA TEUFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR DRESSLER  
DIST 1: COMM. BOLTON  
DIST 2: V/M. GOMEZ  
DIST 3: COMM. FISHMAN  
DIST 4: COMM. PLACKO

I HEREBY CERTIFY THAT I HAVE APPROVED THIS RESOLUTION AS TO FORM

SAMUEL S. GOREN
CITY ATTORNEY
FIFTH AMENDMENT
TO LAW ENFORCEMENT SERVICE AGREEMENT
BY AND BETWEEN
THE CITY OF TAMARAC AND BROWARD SHERIFF’S OFFICE

THIS FIFTH AMENDMENT is made and entered into this ______ day of ____________, 2018 by and between the City of Tamarac, a municipal corporation organized and existing under the laws of the State of Florida, which municipality is fully located within the boundaries of Broward County, Florida (hereinafter referred to as “CITY”) and the Broward Sheriff’s Office (hereinafter referred to as “BSO”).

WITNESSETH:

WHEREAS, on or about December 8, 2010, the CITY contracted with BSO to provide law enforcement services to the CITY (“Original Agreement”); and

WHEREAS, on or about November 14, 2012, the Parties entered into a First Amendment to add six personnel; and

WHEREAS, on or about September 25, 2013, the Parties entered into a Second Amendment to add two positions to handle the Red-Light Camera Program: and

WHEREAS, on or about May 14, 2014, the Parties entered into a Third Amendment to add one (1) Community Service Aid; and

WHEREAS, the Agreement for Police Services, First Amendment, Second Amendment, and Third Agreement are hereinafter referred to as the “Agreement”; and

WHEREAS, on or about May 27, 2015, the CITY entered into a Fourth Amendment to the Agreement to renew the Agreement for an additional five (5) year term; and

WHEREAS, CITY AND SHERIFF are now desirous of adding an additional School Resource Officer (SRO); and

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

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. Commencing on September 1, 2018, the staffing structure shall be increased by one (1) School Resource Officer with the Consideration increased accordingly to account for the additional staffing resulting in a revised Exhibit A, which is attached and incorporated herein.
Section 3. Except as amended herein, all other provisions of the Agreement, as amended, shall remain in full force and effect.

FIFTH AMENDMENT TO LAW ENFORCEMENT SERVICE AGREEMENT BY AND BETWEEN THE CITY OF TAMARAC AND BROWARD SHERIFF’S OFFICE

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the date(s) indicated below.

BROWARD SHERIFF’S OFFICE

SCOTT J. ISRAEL
Sheriff

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

RONALD M. GUNZBURGER
General Counsel

CITY OF TAMARAC

HARRY DRESSLER, Mayor

ATTEST:

PATRICIA TEUFEL, CMC, City Clerk

Approved as to form and legal sufficiency

SAMUEL S. GOREN, City Attorney

Date: 9/12/18

Date: 9/13/18

Date: 9/11/18
### REVISED EXHIBIT A

**SPECIAL TERMS AND CONDITIONS**

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

<table>
<thead>
<tr>
<th>CITY:</th>
<th>City of Tamarac</th>
</tr>
</thead>
<tbody>
<tr>
<td>EFFECTIVE DATE:</td>
<td>October 1, 2010</td>
</tr>
<tr>
<td>FIRST YEAR:</td>
<td>October 1, 2010 – September 30, 2011</td>
</tr>
</tbody>
</table>
| TERM:               | October 1, 2010 – September 30, 2015  
                           October 1, 2015 – September 30, 2020 |
| RENEWAL OPTION:     | Renewable for one (1), five (5) year term upon the City and BSO agreeing to such renewal and the terms and conditions thereto. Renewed October 1, 2015 |
| CITY BOUNDARIES:    | As incorporated |
| STAFFING STRUCTURE:| 1 District Chief  
                           2 Executive Officer/Lieutenant  
                           8 Sergeants  
                           70+7 Deputy Sheriffs (including 2–3 SROs)  
                           2 Red-Light Program – 1 Motorcycle Deputy and 1 Community Service Aide  
                           14 Community Service Aides  
                           2 Clerical Assistants  
                           1 Administrative Support Specialist  
                           1 Crime Analyst |
<p>| MINIMUM STAFFING:   | 20 sworn personnel in a twenty-four hour period |
| CONSIDERATION:      |                 |</p>
<table>
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<tr>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>First Year Annualized</td>
<td>$13,210,052</td>
</tr>
<tr>
<td>Monthly Consideration</td>
<td>$1,100,838</td>
</tr>
<tr>
<td>Aggregate Not To Exceed</td>
<td>$13,210,052</td>
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<td>Fiscal Year 2014-2019 Monthly Payments:</td>
<td></td>
</tr>
<tr>
<td>October 2013-2018 – September 20149</td>
<td></td>
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<tr>
<td>June through September 2014</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$1,094,594.421,165,846.75</td>
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<td></td>
<td>$1,100,838.13,990,161</td>
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<tr>
<td>POLICE HEADQUARTERS ADDRESS:</td>
<td>7515 NW 88th Avenue</td>
</tr>
<tr>
<td></td>
<td>Tamarac, FL 33321</td>
</tr>
<tr>
<td>FACILITIES ADDRESSES:</td>
<td>7515 NW 88th Avenue</td>
</tr>
<tr>
<td></td>
<td>Tamarac, FL 33321</td>
</tr>
<tr>
<td>CODE ENFORCEMENT:</td>
<td>YES OR NO</td>
</tr>
<tr>
<td>FUEL SITE:</td>
<td>YES OR NO</td>
</tr>
<tr>
<td>NOTICE CITY ADDRESS::</td>
<td>Michael C. Cernech, City Manager</td>
</tr>
<tr>
<td></td>
<td>City of Tamarac</td>
</tr>
<tr>
<td></td>
<td>7525 NW 88th Avenue</td>
</tr>
<tr>
<td></td>
<td>Tamarac, FL 33321</td>
</tr>
<tr>
<td></td>
<td>With a copy to the City Attorney at the same address.</td>
</tr>
<tr>
<td>Additional Services</td>
<td>n/a</td>
</tr>
</tbody>
</table>
RESOLUTION NO. R-2018-122

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA APPROVING THE ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE CITY OF TAMARAC AND THE SHERIFF OF BROWARD COUNTY; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE ADDENDUM TO THE AGREEMENT FOR LAW ENFORCEMENT SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac contracts for law enforcement services with the Sheriff of Broward County; and

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

WHEREAS, Broward County is converting the current police radio systems to a new P25 Radio System; and

WHEREAS, the City of Tamarac and Broward County entered into a Regional Interlocal Agreement whereby the County will fund the infrastructure of the new system up to the demarcation point of the dispatch consoles and the City will fund the purchase of the mobile and portable radios in use in the City; and

WHEREAS, the City of Tamarac and the Sheriff of Broward County are desirous of clarifying their responsibilities regarding the new P25 Radio system conversion; and

WHEREAS, the Director of Financial Services recommends the approval and execution of the Addendum to the Law Enforcement Service Agreement; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interest of the citizens and residents of the City of Tamarac to approve and
authorize the appropriate City officials to execute the Addendum to the Law Enforcement Service Agreement between the City of Tamarac and the Sheriff of Broward County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

Section 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference. All exhibits attached hereto are incorporated herein and made a specific part of this resolution.

Section 2: The City Commission of the City of Tamarac, Florida hereby approves the Addendum to the Law Enforcement Service Agreement between the City of Tamarac and BSO and further authorizes the appropriate City Officials to execute the Addendum, attached hereto as Attachment 1.

Section 3: All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

Section 4: If any section, sentence, clause, or phrase of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining portions of this resolution.

Section 5: This resolution shall become effective upon its passage and adoption by the City Commission.

The remainder of this page is intentionally left blank

CITY OF TAMARAC, FLORIDA
HARRY DRESSLER, MAYOR

ATTEST:

PATRICIA TEUFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR DRESSLER  
DIST 1: COMM. BOLTON  
DIST 2: V/M. GOMEZ  
DIST 3: COMM. FISHMAN  
DIST 4: COMM. PLACKO

I HEREBY CERTIFY THAT I HAVE APPROVED THIS RESOLUTION AS TO FORM

SAMUEL S. GOREN
CITY ATTORNEY
ADDENDUM
TO
LAW ENFORCEMENT SERVICE AGREEMENT
BY AND BETWEEN
THE CITY OF TAMARAC
AND
THE SHERIFF OF BROWARD COUNTY

THIS ADDENDUM is made and entered into this 26th day of September, 2018 by and between the City of Tamarac, a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter referred to as "CITY") and the Sheriff of Broward County, Florida (hereinafter referred to as "SHERIFF").

WITNESSETH:

WHEREAS, the CITY has contracted with the Sheriff of Broward County to provide law enforcement services to the CITY; and

WHEREAS, Broward County is converting the current police radio systems to a new P25 Radio System;

WHEREAS, the CITY and Broward County entered into a Regional Interlocal Agreement whereby the County will fund the infrastructure of the new system up to the demarcation point of the dispatch consoles and CITY will fund the purchase of the mobile and portable radios in use in the CITY;

WHEREAS, the parties are desirous of clarifying their responsibilities regarding the new P25 Radio system conversion.

NOW THEREFORE, in consideration of the mutual terms and conditions contained herein, the receipt and legal sufficiency of which are hereby acknowledged, it is agreed as follows:

1. The foregoing recitals are true and correct and incorporated herein.

2. SHERIFF shall coordinate the purchase of all radios utilized by SHERIFF personnel assigned to the City. It is the intent of SHERIFF to purchase the radios in Fiscal Year 2019. SHERIFF owns and maintains the current radios in use in the District. SHERIFF will maintain ownership of the P25 radios to allow for ease of resource tracking and management. In the event that the agreement for law enforcement is terminated, BSO agrees to transfer to the CITY the ownership of the P25 radios then in use in the CITY. CITY agrees to pay SHERIFF for any outstanding balance for the radios prior to the transfer of ownership.
3. Article 6, CONSIDERATION shall be amended to include the following:

   6. O. There will be no fiscal impact to the CITY for the purchase of the P25 radios during Fiscal Year 2019. Thereafter, CITY shall pay the cost of the purchase of the P25 radios assigned to the CITY. The payment for the radios shall be prorated over a thirty six (36) month period beginning in Fiscal Year 2020. The cost of the P25 radios will be in addition to the annual consideration paid by CITY for police and/or fire rescue services.

4. Except as herein amended, all other provisions of the Agreement shall remain in full force and effect.

   IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the date(s) indicated below.

SHERIFF OF BROWARD COUNTY

Name: Scott J. Israel
Title: Sheriff
Date: __________

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

By: __________________________
    Ronald M. Gunzburger, General Counsel

CITY OF TAMARAC

Name: __________________________
    Harry D. Dann, Mayor
Date: __________

Name: __________________________
    Michael C. Cernech, City Manager
Date: __________

ATTEST:

Name: __________________________
    Patricia Teufel, City Clerk
Date: __________

(SEAL)

Approved as to form:

Name: __________________________
    Samuel S. Goren, City Attorney
<table>
<thead>
<tr>
<th>POLICE</th>
<th>Cost Per Unit</th>
<th>Tamarac</th>
<th>Original Cost</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motorola DLE APX8000 non-encrypted radio (Patrol Deputies)</td>
<td>$4,971.30</td>
<td>53</td>
<td>$263,473.60</td>
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<tr>
<td>Motorola DLE APX8000 encrypted radio (Specialized Units)</td>
<td>$5,894.60</td>
<td>0</td>
<td>$-</td>
<td>0</td>
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<tr>
<td>Motorola DLE APX8000 encrypted Multi-Band radio (SWAT/KS)</td>
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<td>$22,880.40</td>
<td>3</td>
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<tr>
<td>Motorola DLE APX900 Radio (Auxiliary Radio)</td>
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<td>5</td>
<td>$11,605.85</td>
<td>5 $3,254.28</td>
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<td>$74,574.88</td>
<td>16 $74,574.88</td>
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<tr>
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<td>$4,894.68</td>
<td>2 $3,446.84</td>
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<tr>
<td>Motorola DLE APX non-encrypted radio (Vacant Deputy PCN)</td>
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<td>5</td>
<td>$24,856.00</td>
<td>5 $19,884.80</td>
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<td>$-</td>
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<td>Motorola DLE APX spare encrypted (Spare for Specialized Units)</td>
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<td>$5,122.40</td>
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<td>$25,194.00</td>
<td>6 $25,194.00</td>
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<td>$2,201.00</td>
<td>1 $2,201.00</td>
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<td>$3,852.47</td>
<td>1 $3,852.47</td>
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<td>Varies</td>
<td>19</td>
<td>$35,396.00</td>
<td>19 $35,396.00</td>
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<tr>
<td>Motorola DLE APX P25 Already Compliant (For Reference Only)</td>
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<td>$1,775.00</td>
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<td>Motorola DLE multi-unit charger (Battery/Radio Charger)</td>
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<tr>
<td><strong>POLICE TOTALS</strong></td>
<td><strong>$463,171.58</strong></td>
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<tr>
<th>FIRE</th>
<th>Cost Per Unit</th>
<th>Tamarac</th>
<th>Original Cost</th>
<th>Variance</th>
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</thead>
<tbody>
<tr>
<td>Motorola FR APX8000 radio (Firefighters)</td>
<td>$5,878.39</td>
<td>N/A</td>
<td>$263,142.70</td>
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<td>Motorola FR APX8000 In-vehicle radio (Fire Truck)</td>
<td>$5,808.66</td>
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<td>Motorola FR APX8000 control station (Fire Station Radio)</td>
<td>$5,751.67</td>
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<td>Motorola FR Dual-Band console (Fire Station Dispatch Console)</td>
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<td>$887.50</td>
<td>N/A</td>
<td>$263,142.70</td>
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<tr>
<td><strong>FIRE TOTALS</strong></td>
<td><strong>$464,142.70</strong></td>
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</tbody>
</table>

Cost Decreased by: $971.12
Chris,
Good morning. Attached are the two BSO items, as requested.

Commissioner Gelin was sworn in on November 27, 2018.

Thanks again.

Jacob G. Horowitz

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