

3BB-1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: August 15, 2006 ☒ Consent ☐ Regular
 ☐ Ordinance ☐ Public Hearing

Department:
Submitted By: Palm Beach County Sheriff's Office
Submitted For: Palm Beach County Sheriff's Office

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a budget amendment of \$743,014 in the General Fund for additional law enforcement services provided through contractual agreements by the Palm Beach County Sheriff's Office to the City of Belle Glade.

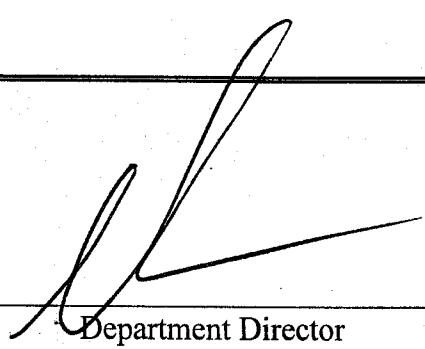
Summary: The budget amendment is requested to provide law enforcement services as prescribed within the existing contractual agreement between the Palm Beach County Sheriff's Office and the City of Belle Glade. The level of service to be provided includes one (1) Captain, one (1) Lieutenant, six (6) Sergeants, thirty (30) Deputy Sheriffs, eleven (11) School Crossing Guards, seven (7) Communication Officers and five (5) Office Assistants. As funding will be generated through the existing contractual agreements, no County funds are required. Countywide (DW)

Background and Justification: Contract negotiations with the City of Belle Glade occurred after the submission of the Sheriff's FY 2006 budget to the Board of County Commissioners.

Attachments:

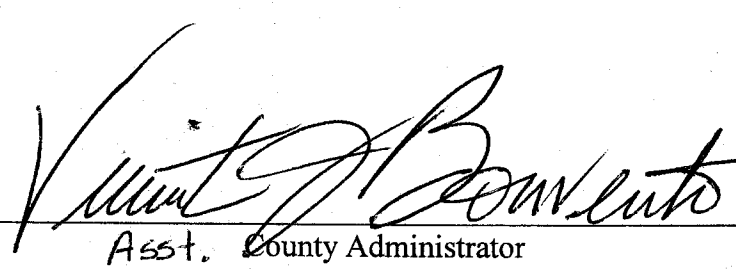
1. Budget Amendment
2. Contractual Agreement – Belle Glade

Recommended By: _____


Department Director

8/5/06
Date

Approved By: _____


Asst. County Administrator

8/10/06
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures					
Operating Costs	\$743,014				
External Revenues	\$743,014				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	0				
# Additional FTE Positions (Cumulative)	61				

Is Item Included in Current Budget: YES _____ NO X

Budget Account No.: Fund _____ Agency _____ Org _____ Object _____

Reporting Category _____

B. Recommended Sources of Funds / Summary of Fiscal Impact:

Funding in the amount of \$743,014 will be provided by through existing contractual agreements.

III REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

 8-8-06 N/A
OFMB Contract Administration
adm 8-8-06 *mm 8-8-06*

B. Legal Sufficiency:

 8/9/06
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

06-

1219

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

Page 1 of 1 pages

FUND 0001 GENERAL FUND

BGRV 420 080806*560
BGEY 420 080806*1968

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 08/01/06	REMAINING BALANCE
<u>Revenues</u>								
<u>Contracts for Police Services</u>								
160-2632-4210	Charges for Police Services-Belle Glade	0	0	743,014	0	743,014		
	<u>REVENUES</u>	<u>\$897,520,686</u>	<u>\$918,023,730</u>	<u>\$743,014</u>	<u>\$0</u>	<u>\$918,766,744</u>		
<u>Sheriff - Law Enforcement</u>								
160-1601-9498	Transfer to Sheriff Fund 1902	215,757,366	216,437,716	743,014	0	217,180,730	216,437,716	743,014
	<u>TOTAL FUND EXPENDITURES</u>	<u>\$897,520,686</u>	<u>\$918,023,730</u>	<u>\$743,014</u>	<u>\$0</u>	<u>\$918,766,744</u>		

Palm Beach County Sheriff's Office
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures

Date

By Board of County Commissioners
At Meeting of 8/15/06
Deputy Clerk to the
Board of County Commissioners

atw
8-8-06

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
BY ~~AND~~ BETWEEN
THE PALM BEACH COUNTY SHERIFF'S OFFICE
AND
THE CITY OF BELLE GLADE**

COPY

This Agreement is made by and between the CITY OF BELLE GLADE, a municipal corporation organized and existing under the laws of the State of Florida which municipality is wholly located within the boundaries of Palm Beach County, Florida (hereinafter referred to as "CITY") and Ric L. Bradshaw, Sheriff of Palm Beach County Sheriff's Office, Florida, (hereinafter referred to collectively as "SHERIFF").

WITNESSETH:

WHEREAS, the CITY is desirous of maintaining a high level of competent professional law enforcement services in conjunction and harmony with its fiscal policies of sound, economical management; and

WHEREAS, the SHERIFF has agreed to provide the CITY a high level of competent professional law enforcement services and the CITY is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and

WHEREAS, the CITY is desirous of obtaining its law enforcement services through a contractual relationship with the SHERIFF; and

WHEREAS, the parties are entering into this Agreement in a spirit of partnership and cooperation; and

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, **IT IS HEREBY AGREED AS FOLLOWS:**

ARTICLE 1 – DEFINITIONS

1.1 For the purposes of this Agreement, the following terms shall have the respective meanings hereinafter set forth:

- A. Deputy Sheriff: An individual, who is appointed by the SHERIFF in accordance with Section 30.07, Florida Statutes, and who has executed any necessary oath which is required by law to serve in the position of a certified law enforcement deputy sheriff. This position is uniformed and consists of shift related duties which include arrest and citation of violators, crime prevention, traffic control, testifying in court, community policing, high

visibility patrol, and other duties as determined by the SHERIFF, or through mutual agreement between the SHERIFF and the CITY.

- B. Law Enforcement Services: Comprehensive, competent and professional law enforcement activities, including, but not limited to patrol and ancillary services, provided each day of the year on a twenty-four (24) hour per day basis.
- C. CITY Manager: The chief administrative officer of the CITY and shall include any individual employed by the CITY or any contracted third party who is delegated to perform the duties and responsibilities of the management and oversight of the CITY functions related to law enforcement services.

ARTICLE 2 – LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services.

- A. The SHERIFF shall provide to the CITY, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, law enforcement services within and throughout the corporate limits of the CITY to the extent and in the manner herein described.
- B. The SHERIFF shall assign personnel to provide law enforcement services consistent with the level of service provided to the CITY immediately prior to the commencement of this Agreement, by its former Police Department, or as such service has been supplemented and enhanced as a result of this Agreement and any amendments and supplements thereto.
- C. Law enforcement services will encompass all those duties and functions of the type coming within the jurisdiction of, and customarily provided by, municipal police departments and the Palm Beach County Sheriff's Office, in accordance with the CITY Charter, the Palm Beach County Charter, and Florida State Statutes, except as otherwise provided herein. The SHERIFF'S deputies will not act as Code Enforcement officers, however, they will enforce the ordinances of the CITY within the boundaries of the CITY to the extent said ordinances authorize arrest and provide for fines and/or imprisonment, as set forth in section 125.69(1), Florida Statutes.
- D. The level of law enforcement to be provided include the following staffing complement:

Sworn Employees:

- 1- Captain
- 1 - Lieutenant
- 6 – Sergeants
- 30 – Deputies

Civilian Employees:

- 11 – School Crossing Guards
- 7 – Communications Officers
- 5 – Office Assistants

- E. The SHERIFF will answer and administer telephone communications related to police services for the CITY on a twenty-four (24) hour a day basis.
 - F. The SHERIFF, as a member of Palm Beach County's 911 Communication System, will respond to 911 calls in the CITY on a twenty-four (24) hour per day basis.
 - G. The SHERIFF shall furnish to and maintain for the benefit of the CITY, except as provided herein, all necessary labor, supervision, equipment, vehicles, communication facilities and supplies necessary and proper for the purpose of performing the services, duties and responsibilities set forth and contemplated herein and as necessary to maintain the level of service to be provided hereunder.
 - H. The SHERIFF shall provide to the CITY, upon the request of the CITY at no additional cost to the CITY, such additional law enforcement services of a deputy sheriff, beyond those services described herein, as may be needed from time to time that cannot be accommodated through flexible scheduling of on-duty deputy sheriffs. Those services typically include, but are not limited to, providing services at:
 - 1. CITY Commission meetings;
 - 2. CITY Board and Committee meetings;
 - 3. Special Events sponsored by the CITY; and
 - 4. Short-term and temporary increases in law enforcement road patrol services.
- 2.2 The Captain assigned to the CITY shall meet and confer with the CITY Manager or Mayor, as deemed necessary by either party, to discuss the provision of law enforcement services to the CITY.
- 2.3 The Captain assigned to the CITY will serve as the law enforcement representative at the CITY'S Emergency Operation Center when activated, and serve as the liaison before, during and after a natural or manmade disaster.
- 2.4 The SHERIFF will provide monthly written reports to the CITY consisting of data and analysis of CITY law enforcement service activity, to include the

number and type of arrests, calls for service, response times and other standard statistical reports.

- 2.5 The Captain assigned to the CITY, or his or her designee, shall attend all regular meetings of the City Commission, shall provide the City Commission with periodic reports on law enforcement service activity, shall respond to questions from the City Commission or City Manager regarding law enforcement services.

ARTICLE 3 – ANCILLARY SERVICES

- 3.1 The following Ancillary Services shall be provided to the CITY at no additional cost to the CITY when the SHERIFF reasonably believes such are necessary or desirable:

1. Full service crime lab.
2. Aviation and helicopter unit.
3. Organized Crime investigations (includes Vice & Narcotics).
4. Prisoner and jails services.
5. Criminal Investigations.
6. Marine Patrol.
7. Community Policing.
8. Evidence Custodian
9. Other support services, such as Traffic Homicide, Police Athletic League (P.A.L.), Equine Patrol, Administrative Support, Canine, etc. (as available to other SHERIFF districts or law enforcement jurisdictions).

ARTICLE 4 – FACILITY MAINTENANCE

- 4.1 The SHERIFF shall furnish to and maintain for the benefit of the CITY, all necessary labor, supervision, equipment, vehicles, communication facilities and supplies necessary and proper for the purpose of performing the law enforcement services, duties and responsibilities set forth and contemplated herein and as necessary to maintain the level of service to be rendered hereunder. CITY shall provide designated space in the existing building or a mutually agreed upon alternate location, fixtures, furnishings, equipment radios and facilities for the operation of law enforcement services. The CITY shall further provide necessary building and grounds maintenance, and utilities at no cost to the SHERIFF. Upon expiration or termination of this Agreement, all

such equipment, supplies, and vehicles furnished by the SHERIFF, shall remain the property of the SHERIFF, except for property obtained pursuant to Article 8, Section 8.3.

4.2 Transfer of Current Vehicle Fleet and Equipment.

Within 45 days of the Effective Date, the CITY shall transfer title and ownership interest of the CITY'S current Vehicle Fleet and Equipment to the SHERIFF in an "as is" condition, which shall include attached equipment, such as light bars and cages. An inventory of all transferred vehicle fleet and equipment will be provided upon transfer with a mutually acceptable value.

4.3 Retransfer of Equipment, Vehicle Fleet and Facilities.

Upon the expiration or earlier termination of this Agreement, SHERIFF shall return to the CITY all previously transferred furnishings, equipment, vehicles, radios and facilities used by SHERIFF in performing law enforcement related services, free and clear of all Liens, or the value agreed to on the inventory transfer sheet at the time of re-transfer of such equipment, vehicles or facilities.

4.4 Each marked patrol vehicle assigned to the CITY shall display "The City of Belle Glade" on the vehicle's exterior.

ARTICLE 5 – OTHER RESPONSIBILITIES

5.1 Employment Responsibility

- A. Unless otherwise provided herein, all persons employed by the SHERIFF in performance of such services, functions, and responsibilities described and contemplated herein for the CITY shall be and become PALM BEACH COUNTY SHERIFF'S OFFICE employees on or after July 19, 2006, if they meet the SHERIFF'S standards for employment, including background investigation and drug screening. All persons meeting these standards and who become SHERIFF'S OFFICE employees will be subject to a one year probationary period and must successfully complete any applicable FTO programs.
- B. On the effective date of this Agreement the SHERIFF shall be responsible for all insurance benefits, compensation and/or any status or right during the course of employment with the SHERIFF. Accordingly, the CITY shall not be called upon to assume any liability for or direct payment for any salaries, wages, contribution to pension funds, (as provided herein), insurance premiums, workers' compensation benefits under Chapter 440 of the Florida Statutes or any other amenities of employment to any SHERIFF'S personnel performing services, duties and responsibilities hereunder for the benefit of said CITY and the residents thereof. Likewise, unless specifically provided to the contrary herein, the CITY shall not be

liable for compensation, contribution or indemnity to the SHERIFF or the employees thereof for any injury or illness of any kind whatsoever, arising out of such employment with the SHERIFF and the performance of the services, duties and responsibilities contemplated herein.

- C. Pursuant to section 121.081(1) of the Florida Statutes, each CITY employee who becomes employed by the SHERIFF has the choice to remain in the appropriate CITY sponsored retirement plan or to become a member of the Florida Retirement System (FRS).
- D. All employees electing to participate in FRS shall be bound to all statutory and administrative procedures regulating FRS.
- E. All employees electing to remain with the CITY pension shall be bound by said pension and Chapter 185 except that all contributions shall be made by the SHERIFF on behalf of the employee, not to exceed the total contribution as required by FRS.
- F. Employees transferring employment may transfer to the SHERIFF only those accrued hours of unused sick leave or annual leave consistent with the SHERIFF'S policies and procedures. Said employees shall start employment with the SHERIFF with a zero base of compensatory time and holiday time. Any excess sick leave, annual leave, compensatory time and/or holiday pay accrued while employed with the CITY, pursuant to CITY policy, shall be paid by the CITY to the transferring employee.
- G. If necessary, further clarification regarding the method of calculation of pension contributions and leave accruals may be set forth or further explained in a letter of understanding.
- H. SHERIFF shall credit all employees with seniority privileges for shift bidding and vacation selection as if they were hired by SHERIFF on the date they were hired by the CITY. SHERIFF will credit employees with seniority privileges for promotional opportunities and Career Deputy after one year from the commencement of the Term of this Agreement, as if they were hired by SHERIFF on the date they were hired by the CITY. Employees will begin earning credit toward longevity pay, merit leave and payment for unused sick leave on the date of commencement of the Term of this Agreement as set forth in SHERIFF'S Policies and Procedures.
- I. The SHERIFF or his designee will periodically review the SHERIFF'S Organizational Chart for the CITY with the City Manager.
- J. If the SHERIFF'S standards for employment are met, as set forth in Article 5, Section 5.1(A), then on or after July 19, 2006, those employees holding the rank of Lieutenant and/or Sergeant may be reduced to the rank of Deputy Sheriff at the commencement of this Agreement. All other certified

law enforcement personnel shall be appointed Law Enforcement Deputy Sheriffs at the commencement of this Agreement.

5.2 Employment: Right of Control.

- A. The SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of the services, duties, and responsibilities as described and contemplated herein.
- B. Without impairing the rights of the SHERIFF as an employer, as provided herein, the SHERIFF will notify and review with the City Manager the removal, transfer, or replacement of any personnel currently assigned to the CITY.
- C. The SHERIFF will consult with the CITY as to the selection of the Captain and will consult with the CITY, when possible, when the Captain will be replaced.

5.3 Assignment of Police Powers.

The CITY does hereby vest in each sworn deputy of the SHERIFF to the extent allowed by law, the police powers of the CITY which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the SHERIFF hereby, for the sole limited purpose of giving official and lawful status and validity to the performance thereof by such sworn deputies. Every sworn deputy of the SHERIFF so empowered hereby and engaged in the performance of the services, duties and responsibilities described and contemplated herein shall be deemed to be sworn officers of the CITY while performing such services, duties and responsibilities which constitute municipal functions and are within the scope of this Service Agreement.

5.4 Employee Claims.

- A. The CITY shall disclose any and all current or potential disputes, grievances, charges, complaints or proceedings, involving any employee or any collective bargaining representative of the employees, which would have a material adverse effect on this Agreement or the CITY'S or SHERIFF'S obligations hereunder.
- B. The CITY shall disclose any and all known current or potential claims by any employee, who may become an employee of the SHERIFF, against the CITY and known to the CITY on account of (a) overtime pay, other than overtime pay for the current payroll period; (b) wages or salary for any period other than the current payroll period; (c) vacation, compensatory time, time off or pay in lieu of vacation or time off, other than that earned in

respect of the current calendar year; or (d) any violation of any applicable law relating to minimum or maximum hours of work.

C. The CITY shall disclose all known employee claims for accrued and unpaid sick days, accrued and unpaid vacation days, accrued and unpaid personal days, other accrued leave time and compensatory time, and all other employee claims or potential claims, by any CITY employee who may become an employee of the SHERIFF.

D. All such disclosures by the CITY shall be provided to the SHERIFF on or before July 19, 2006.

E. Without waiving any defenses that the CITY may have, the CITY shall be and remain responsible for all claims resulting from incidents which occurred prior to the Effective Date of this Agreement, whether or not such claims were filed prior to the Effective Date.

ARTICLE 6 – CONSIDERATION

6.1 The total amount due for all services beginning July 12, 2006, through September 30, 2008, are set forth in Exhibit A.

6.2 The CITY agrees to pay the SHERIFF in equal monthly installments on or before the 25th day of the month preceding the month of service as specified in Exhibit A., except that payment for services to be provided from July 12, 2006 to September 30, 2006, shall be made in two installments with \$464,383.56 payable by August 1, 2006 and the balance of \$278,630.14 payable by August 25, 2006.

6.3 The consideration recited herein constitutes the entire consideration to be paid hereunder and upon the payment thereof, in the manner and at the times prescribed herein. The CITY shall have no further monetary obligations to the SHERIFF.

ARTICLE 7 – AUDIT OF RECORDS

7.1 The CITY may, upon reasonable notice to the SHERIFF, examine the SHERIFF'S records and other information relating to the services provided pursuant to the terms of this Agreement.

7.2 All records and other information requested by the CITY will be furnished or made available by the SHERIFF to the CITY within thirty (30) days of the initial request. However, if the CITY has an immediate need or requires the records or documents in a shorter period of time, the SHERIFF will utilize his best efforts to provide the CITY with the required records and information within the time frame requested by the CITY.

7.3 Records not prepared by the SHERIFF in the ordinary course of business may be provided as the CITY and the SHERIFF may agree.

7.4 The CITY may elect to perform an audit itself or to have an outside third party do so, at the CITY'S expense.

ARTICLE 8 – FINES, FORFEITURES AND EVIDENCE

8.1 Law Enforcement Education Funds.

All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for the CITY pursuant to Chapter 938, Florida Statutes, shall be assigned over to the SHERIFF and used by the SHERIFF for the law enforcement education purposes authorized in said statute. Apart from such funds, the SHERIFF shall have no claim or right to any other monies or things of value which the CITY receives or may hereinafter receive by way of entitlement programs, grants, or otherwise in connection with police or law enforcement activities. Upon the conclusion of this Agreement, all remaining LEEF proceeds shall be paid to the CITY.

8.2 Chapter 316, Florida Statutes, Fines.

All fines and forfeitures levied and collected pursuant to Chapter 316 Florida Statutes, as the same may be amended from time to time, shall be forwarded to the CITY consistent with the distribution requirements of Section 318.21 Florida Statutes.

8.3 Law Enforcement Trust Funds.

A. The SHERIFF agrees that if a deputy sheriff contracted for under this Service Agreement initiates a seizure of property or currency for forfeiture pursuant to Florida Statutes Chapter 932 within the CITY boundaries, and a forfeiture action is commenced resulting in the property or currency being forfeited to the SHERIFF, the proceeds of the seizure will be deposited into the Law Enforcement Trust Fund ("LETf") established and maintained by the SHERIFF. The proceeds of the forfeiture less expenses as set forth below will be earmarked for the use by the SHERIFF within the confines of the CITY and in accordance with Florida Statutes Chapter 932 and the requirements of the LETf. Upon the conclusion of this Agreement, all remaining LETf proceeds shall be paid to the CITY, for the CITY'S use in accordance with the Florida Contraband Forfeiture Act.

B. The SHERIFF will deduct from the proceeds of the forfeitures those costs associated with the forfeiture action which include, but are not limited to: towing charges, storage charges, maintenance charges, filing fees, publication fees, postage (including certified and registered mail), service of

process fees, clerical fees, attorney's fees, and any other out-of-pocket expense.

- C. The SHERIFF will, on a quarterly basis, supply the CITY with a written record of the forfeitures described above. The report(s) will include a description of the property or currency, the date the property was awarded to the SHERIFF and the total amount earmarked for the CITY.

8.4 Evidence.

- A. All evidence currently in the custody of the CITY shall be transferred to the custody of the SHERIFF. The CITY agrees to assist in the transfer of all evidence to the SHERIFF until such time that all evidence is documented and accounted for in accordance with the SHERIFF'S Policies and Procedures for maintaining evidence, even if such transfer shall continue after the commencement of the Term. Upon the completion of the transfer of evidence, the SHERIFF shall provide the CITY with a complete inventory of all evidence transferred.

ARTICLE 9 – INSURANCE

- 9.1 The SHERIFF is a self-insured entity pursuant to Chapter 768, Florida Statutes and will maintain sufficient general liability and automobile liability self-insurance funds as required by law.
- 9.2 Self-insurance funds necessary to cover general liability and automobile liability will remain throughout the term of this Agreement, and the same may be extended in accordance with provisions hereof.
- 9.3 The CITY shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General liability and Fire and Casualty coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the CITY and the SHERIFF in the event of claims related to the Facilities or damage/destruction of the Facilities used by the SHERIFF under this Agreement. The SHERIFF shall be listed as an additional insured on such policies. The CITY shall provide a copy of the insurance policies to the SHERIFF.

ARTICLE 10 – HOLD HARMLESS

- 10.1 To the extent permitted by Florida law and without waiving any statutory and constitutional Sovereign Immunity protections, the SHERIFF holds the CITY harmless from and shall defend and indemnify the CITY against any and all manner of action and actions, cause and causes of action, suits, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the intentional or negligent acts of the employees or appointees of the SHERIFF while in the performance of this Agreement, and the SHERIFF shall further

indemnify the CITY for any and all damages, judgments, claims, costs, expenses, including reasonable attorneys' fees, which the CITY might suffer in connection with or as a result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of the employees or appointees of the SHERIFF while in the performance of this Agreement.

In no event shall the SHERIFF hold harmless or indemnify the CITY from liability, suits, cause and causes of action, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or equity, which may result from or arise out of the intentional or negligent acts of the CITY, its employees, agents, servants, visitors, and/or any other third parties.

- 10.2 To the extent permitted by Florida Law and without waiving any statutory and constitutional Sovereign Immunity protections, the CITY holds the SHERIFF harmless from and shall defend and indemnify the SHERIFF against any and all manner of action and actions, cause and causes of action, suits, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the intentional or negligent acts of the employees or appointees of the CITY while in the performance of this Agreement, and the CITY shall further indemnify the SHERIFF for any and all damages, judgments, claims, costs, expenses, including reasonable attorneys' fees, which the SHERIFF might suffer in connection with or as a result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of the employees or appointees of the CITY while in the performance of this Agreement.

In no event shall the CITY hold harmless or indemnify the SHERIFF from liability, suits, cause, and causes of action, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or equity, which may result from or arise out of the intentional or negligent acts of the SHERIFF, its employees, agents, servants, visitors, and/or any other third parties.

ARTICLE 11 – INDEPENDENT CONTRACTOR

- 11.1 The SHERIFF, for the purposes of this Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested in the SHERIFF and his Deputies pursuant to Article 5.

ARTICLE 12 – TERM

- 12.1 The effective date of this Agreement shall be July 12, 2006, at 0600 hours and shall end on September 30, 2008 at 2359 hours, all dates inclusive, unless the Agreement is otherwise extended or terminated in accordance with the terms thereof.

- 12.2 This Service Agreement may be annually renewed thereafter, by mutual agreement of the parties, and upon the CITY furnishing written notice of its intent to renew this Service Agreement on or before May 31 of the year that the Agreement, including any renewals, shall conclude. The annual contractual cost for each annual term shall be negotiated between the parties.

ARTICLE 13 – TERMINATION

- 13.1 The CITY or the SHERIFF may terminate this Agreement with or without cause upon written notice to the other party of this Agreement; provided, however, that such termination shall not be effective until the one hundred and twentieth (120) day after receipt of the written notice. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or the City Manager. Except as otherwise provided, if at any time during the first twelve (12) months of the initial term of this Agreement, the CITY provides to the SHERIFF such written notice to cancel this Agreement, the SHERIFF shall be paid a cancellation charge to cover costs incurred by the SHERIFF, reasonably necessary for the performance of this Agreement. This cancellation charge shall be One Hundred Thirty Thousand Dollars (\$130,000.00) and shall be paid on or before the termination date. Said cancellation charge is in addition to any compensation due for services rendered by the SHERIFF through the date of termination.
- 13.2 Notwithstanding any provision herein to the contrary, if funds are not sufficiently appropriated for this Agreement, then the CITY shall be entitled to immediately terminate this Agreement, without penalty or liability. In the event of such termination by the CITY, SHERIFF'S responsibilities to provide services pursuant to this Agreement shall immediately terminate and SHERIFF shall be compensated for those services rendered through the date of termination.

ARTICLE 14 – TRANSITION

- 14.1 In the event of the termination or expiration of this Agreement, the SHERIFF and the CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the SHERIFF'S Office to a CITY Police Department, and to maintain during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of the CITY pursuant to the terms hereof.
- 14.2 In the event of termination or upon expiration of this agreement, the CITY shall retain ownership of all equipment, furnishing and fixtures specifically funded and acquired through any separate agreement between the SHERIFF and the CITY.
- 14.3 In the event of termination or upon expiration of this agreement, the CITY shall have the option to purchase from the SHERIFF any equipment, furnishings,

and fixtures furnished by the SHERIFF pursuant to Article 4, Section 4.1. The purchase price shall be determined by mutual agreement of the parties as to the fair-market value of such equipment, fixtures, and furnishings.

ARTICLE 15 – AUTHORITY TO EXECUTE; NO CONFLICT CREATED

- 15.1 The SHERIFF, by his execution hereof, does hereby represent to the CITY that he has full power and authority to make and execute this Agreement pursuant to the power so vested in him under the Constitution and Laws of the State of Florida to the effect that:
- A. His making and executing this Agreement shall create a legal obligation upon the Palm Beach County Sheriff's Office.
 - B. This Agreement shall be enforceable by the CITY according and to the extent of the provisions hereof.
- 15.2 Nothing herein contained, and no obligation on the part of the SHERIFF to be performed hereunder, shall in any way be contrary to or in contravention of any policy of insurance or surety bond required of the SHERIFF pursuant to the laws of the State of Florida.
- 15.3 The City Mayor, by his execution hereof, does represent to the SHERIFF that he/she has full power and authority to make and execute this Agreement on behalf of the City of Belle Glade.
- 15.4 Nothing herein contained is in any way contrary to or in contravention of the Charter of the City of Belle Glade or the laws of the State of Florida.

ARTICLE 16 – NOTICE

- 16.1 The persons to receive notice under this Agreement are:

CITY MANAGER:

Houston L. Tate
Belle Glade City Hall
110 Dr. Martin Luther King Jr. Blvd. West
Belle Glade, Florida 33430

CITY ATTORNEY:

Glen J. Torcivia Esquire
701 Northpoint Parkway, Suite 209
West Palm Beach, FL. 33407

SHERIFF:

Ric L. Bradshaw
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, Florida 33406

SHERIFF'S LEGAL ADVISOR:

Colonel Joe Bradshaw
Department of Legal Affairs
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, Florida 33406

ARTICLE 17 – NON-ASSIGNABILITY

- 17.1 The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon the written consent of the City Commission, which consent must be evidenced by a duly passed resolution.

ARTICLE 18 – THIRD PARTIES

- 18.1 In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages against any of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

ARTICLE 19 – REMEDIES AND ENFORCEMENT COSTS

- 19.1 This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- 19.2 If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover to the extent permitted under Florida law, reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 20 – SEVERABILITY

- 20.1 If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 21 – WAIVER

- 21.1 Failure of either party to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of that party's right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 22 – PREPARATION

- 22.1 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.

ARTICLE 23 – COOPERATION

- 23.1 Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

ARTICLE 24 – ENTIRE AGREEMENT

- 24.1 The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement is executed.

IN WITNESS WHEREOF, the parties hereto execute this instrument, at the time set forth below.

ATTEST:

CITY OF BELLE GLADE, FLORIDA

By: Dianne D. Carter
~~Debra Buff, City Clerk~~

By: Ray F. Sanchez
Dr. Ray Torres Sanchez, Mayor

Dianne D. Carter, Deputy City Clerk
as City Clerk Designee

Dated: July 11, 2006

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY Glen J. Torcivia
Glen J. Torcivia, City Attorney

ATTEST:

SHERIFF OF PALM BEACH COUNTY

By: M. Vecchio

By: Ric L. Bradshaw
Ric L. Bradshaw

Dated: 7/11/06

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Colonel Joe Bradshaw
Colonel Joe Bradshaw

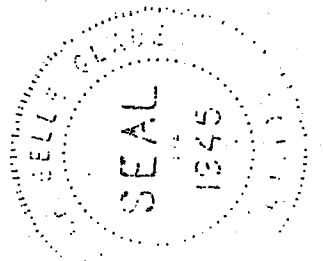


EXHIBIT "A"

CONTRACTUAL COSTS

1. For the period July 12, 2006 through September 30, 2006: \$743,013.70.
2. For the period October 1, 2006 through September 30, 2007: \$3,390,000.00.
3. Annual renewals commencing October 1, 2007 will be negotiated by the parties.

Jul 11, 2006 3:42PM GLEN J TORCIVIA

No. 5006 P. 2

*The Law Office of
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Northpoint Corporate Center
701 Northpoint Parkway
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West Palm Beach, Florida 33407-1950*

Glen J. Torcivia
Lara Donlon
Christy Goddeau

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Telefax
(561) 686-8764
Email:
glen@torcivialaw.com

July 11, 2006

VIA FACSIMILE AND U.S. MAIL

Vickie Marsey – CJ Professionalism Program
Florida Department of Law Enforcement
P.O. Box 1489
Tallahassee, FL 32302

Re: City of Belle Glade Police Department and Palm Beach County Sheriff's Office


Dear Ms. Marsey:

I serve as the City Attorney for the City of Belle Glade. Please be advised that the City has entered into an agreement with the Palm Beach County Sheriff's Office for the provision of law enforcement services within the municipal boundaries of the City. Pursuant to this agreement, the Sheriff's Office will provide law enforcement services to the City commencing July 12, 2006 at 0600 hours. Accordingly, the City of Belle Glade Police Department will cease to operate as of July 12, 2006.

Pursuant to your request, we have requested a copy of the minutes from the City Commission's meeting on Monday, July 10, 2006, in which the Agreement with the Sheriff's Office was approved, but have been informed that there will be some delay in transcribing the minutes due to a backlog. However, if you would like a copy of the Agreement for Law Enforcement Services between the City and the Sheriff, please contact my office and we will provide you with one.

Please let me know if you have any questions regarding the foregoing or require any further information.

Sincerely,


GLEN J. TORCIVIA

cc: Ric Bradshaw, Sheriff of Palm Beach County
Major Veccia, Palm Beach County Sheriff's Office
Houston Tate, City Manager
Kenneth Holley, Director of Public Safety
Debra Buff, City Clerk
Interim Chief Gonzalez, Belle Glade Police Department