

II. FISCAL IMPACT ANALYSIS

A. **Five Year Summary of Fiscal Impact:**

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures					
Operating Costs	\$5,613,148				
External Revenues	\$5,613,148				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	0				
# Additional FTE Positions (Cumulative)	105				
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 \$5,613,148 will be provided by through a contractual agreement.

III. REVIEW COMMENTS

A. **OFMB Fiscal and/or Contract Administration Comments:**

Jim Dink 12-13-06 NA
OFMB Contract Administration
adw 12-12-06 PM 12-8-06

B. **Legal Sufficiency:**

[Signature] 12/14/06
Assistant County Attorney

C. **Other Department Review:**

Department Director

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

07- 0334

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

FUND 0001 GENERAL FUND

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 10/01/06	REMAINING BALANCE
<u>Revenues</u>								
<u>Contracts for Police Services</u>								
160-2633-4210	Charges for Police Services-Royal Palm	0	0	5,613,148	0	5,613,148		
	<u>REVENUES</u>			<u>\$1,031,254,533</u>		<u>\$1,032,979,762</u>	<u>\$5,613,148</u>	<u>\$0</u>
							<u>\$1,038,592,910</u>	
<u>Sheriff - Law Enforcement</u>								
160-1601-9498	Transfer to Sheriff Fund 1902	242,068,656	242,737,654	5,613,148	0	248,350,802		04
	<u>TOTAL FUND EXPENDITURES</u>			<u>\$1,031,254,533</u>		<u>\$1,032,979,762</u>	<u>\$5,613,148</u>	<u>\$0</u>
							<u>\$1,038,592,910</u>	

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

Signatures _____ Date _____
 _____ 12/7/06
 _____ 12-18-06

By Board of County Commissioners
At Meeting of _____
 12/19/06
 Deputy Clerk to the
Board of County Commissioners

act
12-12-06

COPY

**AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND
BETWEEN THE PALM BEACH COUNTY SHERIFF'S OFFICE
AND THE VILLAGE OF ROYAL PALM BEACH**

This Agreement is made by and between the VILLAGE OF ROYAL PALM BEACH, 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 "VILLAGE") and Ric L. Bradshaw, Sheriff of Palm Beach County Sheriff's Office, Florida, (hereinafter referred to collectively as "SHERIFF").

WITNESSETH:

WHEREAS, the VILLAGE 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 VILLAGE also desires that the law enforcement services be performed such that the citizens of the Village retain the sense of community they have enjoyed with their municipal police department; and

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

WHEREAS, the VILLAGE is desirous of obtaining its law enforcement services through a contractual relationship with the SHERIFF.

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. District Commander shall mean an exempt employee who is appointed by the SHERIFF as a deputy sheriff holding the rank of captain who shall perform duties and functions as specifically set forth in Article 2 of this Agreement.
 - B. Executive Officer shall mean a non-exempt employee who is appointed by the SHERIFF as a deputy sheriff holding the rank of lieutenant who shall perform duties and functions as specifically set forth in Article 2 of this Agreement.

- C. Sergeant shall mean an individual who is appointed by the SHERIFF as a deputy sheriff who shall plan, direct, patrol, supervise, and/or perform the activities of a deputy sheriff as set forth in Article 2 of this Agreement.
- D. Deputy Sheriff shall mean an individual, other than those described in A, B, and C above, 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 and perform the duties and responsibilities as set forth in Article 2 of this Agreement.
- E. Administrative Secretary shall mean a civilian employee of the SHERIFF who performs general office and clerical functions at the Sheriff's District Office located within the boundaries of the VILLAGE as directed by the District Commander and the Executive Officer as set forth in Article 2 of this Agreement.
- F. Clerical Specialist shall mean a civilian employee of the SHERIFF who performs general office and clerical functions at the Sheriff's District Office located within the boundaries of the VILLAGE as directed by the District Commander, the Executive Officer, or the Assistant Manager as set forth in Article 2 of this Agreement.
- G. Criminal Justice Planner shall mean a civilian employee of the SHERIFF who performs related to the support function of the Sheriff's District Office located within the boundaries of the VILLAGE as set forth in Article 2 of this agreement.
- H. Assistant Manager shall mean a civilian employee of the SHERIFF who performs supervisory functions related to the support function of the Sheriff's District Office located within the boundaries of the VILLAGE as set forth in Article 2 of this agreement.
- I. Central Records Specialist shall mean a civilian employee of the SHERIFF who performs clerical functions related to the central records function at the Sheriff's District Office located within the boundaries of the VILLAGE as set forth in Article 2 of this Agreement.
- J. Evidence Technician shall mean a civilian employee of the SHERIFF assigned to the evidence storage area located within the boundaries of the VILLAGE who processes, stores, and maintains evidence as set forth in Article 2 of this Agreement.
- K. Communication Supervisor shall mean a civilian employee of the SHERIFF assigned to the Communications Center located within the boundaries of the

VILLAGE who supervises the delivery of calls for law enforcement service as set forth in Article 2 of this Agreement.

- L. Communication Officer shall mean a civilian employee of the SHERIFF assigned to the Communications Center located within the boundaries of the VILLAGE who dispatches calls for law enforcement service as set forth in Article 2 of this Agreement.
- M. Part-time Communication Officer shall mean a part-time civilian employee of the SHERIFF assigned to the Communications Center located within the boundaries of the VILLAGE who dispatches calls for law enforcement service as set forth in Article 2 of this Agreement.
- N. School Crossing Guard shall mean a part-time civilian employee of the SHERIFF assigned to provide safe crossing for students attending schools within the boundaries of the VILLAGE as set forth in Article 2 of this Agreement.
- O. Patrol Unit shall mean one staffed marked patrol car and all standard equipment as defined by the SHERIFF'S general orders.
- P. District Office shall mean the law enforcement office space provided by the VILLAGE as set forth in Article 4, located within the VILLAGE boundaries.
- Q. Service shall mean comprehensive law enforcement protection provided each day of the year on a twenty-four (24) hour per day basis.
- R. Village Manager shall mean the chief administrative officer of the VILLAGE and shall include any individual employed by the VILLAGE or any contracted third party who is delegated to perform the duties and responsibilities of the management and oversight of the VILLAGE functions related to law enforcement services.
- S. Law Enforcement Aide shall mean a full-time civilian employee of the SHERIFF assigned to duties and the responsibilities assisting a Deputy Sheriff as set forth in article 2 of this agreement.

ARTICLE 2 – LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services.

- A. The SHERIFF shall provide to the VILLAGE, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, competent professional law enforcement services within and throughout the corporate limits of the VILLAGE to the extent and in the manner herein described.

B. The SHERIFF shall assign personnel, through request and consultation with the Village to provide the level of professional law enforcement services consistent with the level of service provided to the VILLAGE immediately prior to the commencement of this Agreement, by its former Police Department, as established in Exhibit A, attached hereto and incorporated herein, or as such service has been supplemented and enhanced as a result of this Agreement and any amendments and supplements thereto.

1. The SHERIFF, at all times, shall provide the VILLAGE the full staffing for all sworn law enforcement personnel.

C. Law enforcement services shall encompass all those duties and functions of the type coming with the jurisdiction of, and customarily provided by, municipal police departments, which include receiving of 911 calls, dispatch of calls for law enforcement services, arrest of criminal offenders and citations issued to traffic violators, code enforcement, PAL, traffic control, testifying in court, community policing, high visibility patrol within the VILLAGE (including all VILLAGE facilities and parks), and other duties in accordance with the SHERIFF'S general orders, the VILLAGE Charter and ordinances, Palm Beach County Charter and ordinances that are applicable within the VILLAGE, and statutes of the State of Florida. Performance of all duties of sheriff's deputies shall be in accordance with Sheriff's Office General Orders and any applicable Collective Bargaining Agreement. Additionally, law enforcement patrol services shall encompass response to alarm calls, and the SHERIFF shall respond to alarm calls consistent with the Alarm Ordinance as it may from time-to-time be amended.

D The SHERIFF shall additionally provide to the VILLAGE when necessary, at no additional cost to the VILLAGE the following expertise, services, and facilities, which the SHERIFF would normally provide to other law enforcement agencies:

- a) Marine patrol
- b) Full service crime lab;
- c) Helicopter patrol and air rescue services;
- d) Organized Crime Intelligence gathering activities and drug enforcement;
- e) Prisoner and jail services
- f) Records retention
- g) Evidence and Property
- h) Community Service Aides
- i) K-9
- j) Vice (Drugs and Prostitution)
- k) SWAT
- l) Training Unit
- m) Crime Scene Investigators
- n) Task Force Personnel

- o) Crime Prevention/AVB
 - p) Citizens on Patrol (Volunteers)
 - q) CID Supplement
 - r) Bomb Squad
 - s) Reserve Unit
 - t) Any other such units or service as PBSO may provide normally to other law enforcement agencies during the term of this Agreement.
- E The SHERIFF shall provide the VILLAGE, upon the request of the VILLAGE, such supplemental law enforcement services of a deputy sheriff or sergeant, beyond those services described herein, as may be needed from time-to-time that cannot be accommodated through flexible scheduling of on-duty sheriff's deputies. Compensation shall be in accordance with Article 5.3. Those services typically include, but are not limited to, providing services at:
1. VILLAGE Council meetings.
 2. Board and Committee meetings.
 3. Special Events sponsored by the VILLAGE.
- F In the event the Sheriff changes the dispatch center of the Village to a regional dispatch center, the Village will no longer be required to pay for dispatch services and that cost will be eliminated from the contract in the immediately following fiscal year.
- G Unless exigent circumstances exist, all deputies assigned to the Village of Royal Palm Beach shall remain within the corporate limits of the Village of Royal Palm Beach.
- H There shall be a minimum of four (4) patrol zones with a minimum staffing of six (6) deputies per shift.
- I. Direct law enforcement patrol supervision shall be provided by the assignment of a Sergeant or higher ranking officer each day of the year, twenty-four (24) hours per day. Sergeants shall not be included in calculating the deputy sheriff staffing requirements set forth in this agreement
- J. The School Crossing Guards shall provide assistance for the purpose of protecting children while crossing the roadways in and around schools located within the VILLAGE. School Crossing Guards shall be present prior to school opening and at the close of each regularly scheduled school day.
- K. The District Office shall minimally be open during normal business hours, Monday through Friday, from the hours of 8:00 a.m. until 5:00 p.m.
- L. Vehicles and Equipment:

1. Transfer of Current Vehicle Fleet and Equipment: On the Effective Date, the VILLAGE shall transfer title and ownership interest of the VILLAGE's Vehicle Fleet and Equipment to the SHERIFF in an "as is" condition, which shall include attached equipment, such as light bars and cages.

2. Retransfer of Equipment and Vehicle Fleet: Upon the expiration or earlier termination of this Agreement, SHERIFF shall return to the VILLAGE all previously transferred equipment, vehicles, radios and facilities used by SHERIFF in performing police related services, free and clear of all Liens, or the appraised value of such equipment, vehicles or facilities. Any equipment, supplies, and vehicles furnished or purchased by the SHERIFF, shall remain the property of the SHERIFF.

M. Each patrol unit shall prominently display on the vehicle's exterior "Village of Royal Palm Beach" and the Village logo, designed to match the scheme of Sheriff's vehicles.

2.2 Executive and Administrative Services.

A. Without impairing the rights of the SHERIFF as an employer as provided in Article 3, the SHERIFF will review with and receive input from the VILLAGE prior to the selection of the District Commander, who shall regularly meet and confer with the Village Manager.

B. Performance of all duties and responsibilities of the District Commander shall be completed without overtime compensation or additional charges.

C. Performance of all duties and responsibilities of the Executive Officer shall be in accordance with SHERIFF'S general orders, any applicable collective bargaining agreements, and this Agreement.

2.3 Administrative Responsibilities.

A. The Executive Officer shall serve as the assistant District Commander and perform those duties and responsibilities consistent with the SHERIFF'S general orders, any applicable collective bargaining agreements, and this Agreement under the direction of the District Commander.

B. The District Commander or designee will notify the Mayor, Village Council and the Village Manager in a timely manner of any major/significant crimes, incidents, or emergencies that occur within the VILLAGE.

C. The District Commander shall provide semi-annual reports to the VILLAGE consisting of data and analysis of VILLAGE law enforcement service activity, segregated by type and geographic locations where applicable, to include:

1. Calls for service by time of day, geographic location, day of the week, and type
 2. Reported incidents, criminal and non-criminal, by category
 3. Number and types of arrests
 4. Traffic crashes
 5. Traffic citations
 6. Response times to emergency calls by priority classification.
 7. Number and type of special/additional enforcement activities
 8. Law Enforcement Forfeiture activity.
 9. Monthly expenditure reports
 10. Monthly overtime reports
- D. A formal analysis of law enforcement-related trends and indicators shall be prepared and presented to the VILLAGE on a semi-annual basis by the SHERIFF or designee and shall include the data, analysis, and reporting set forth in Section C above.
1. The VILLAGE may, at its sole discretion, cause the analysis to be prepared by the VILLAGE in addition to the analysis prepared by the SHERIFF.
 2. The SHERIFF shall provide any and all available data necessary to complete the analysis as requested by the VILLAGE.
- E. The VILLAGE and SHERIFF recognize that competent professional law enforcement services require flexibility in order to meet society's challenge to combat crime and other social conditions. Therefore, the District Commander shall have the discretion to determine, after consultation with VILLAGE, staff allocation and assignments in alignment with ongoing law enforcement activity analysis.
- F. The District Commander, Executive Officer, or designee shall be responsible for attending all VILLAGE Council Meetings. The District Commander or designee shall attend community meetings and meetings with VILLAGE staff which involves issues of mutual concern or when needed to provide advice or consent on law enforcement issues and all other meetings so designated by the Village Manager.

G. From time to time, with responsible notice, the SHERIFF, or Executive Staff Member, shall meet with the VILLAGE to discuss law enforcement issues related to services impacting the VILLAGE.

2.4 Fiscal Responsibilities.

A. The SHERIFF shall provide to the VILLAGE a proposed budget for renewal of law enforcement services by no later than March 31st of each prior fiscal year through the term of the agreement.

B. Annual staffing increases for deputy sheriffs requested in the SHERIFF'S proposed budget renewal of law enforcement services shall be supported by crime and law enforcement activity analysis and must be approved by the Village Council.

C. Emergency purchases and unanticipated repairs not included in the annual budget shall be justified and forwarded to the VILLAGE'S Finance Director for consideration.

2.5 The SHERIFF shall furnish to and maintain for the benefit of the VILLAGE, without additional cost therefore, all necessary labor, supervision, equipment, vehicles, and supplies necessary and proper for the purpose of performing the services, duties, and responsibilities set forth and as necessary to maintain the level of service to be rendered hereunder, except as included under Article 4.

2.6 EVIDENCE: All evidence currently in the custody of the VILLAGE shall be transferred to the custody of the SHERIFF. The SHERIFF with the assistance of the VILLAGE will conduct a 100% inventory of all evidence to ensure compliance with all Florida State Statutes, SHERIFF'S general orders, and Commission for Florida Law Enforcement Accreditation standards.

ARTICLE 3 – OTHER RESPONSIBILITIES

3.1 Employment Responsibility

A. Unless otherwise provided herein, all persons presently employed by the VILLAGE as listed in Exhibit "A" in performance of such services, functions and responsibilities as described and contemplated herein for the VILLAGE shall be and become PALM BEACH COUNTY SHERIFF'S OFFICE employees on the effective date of this Agreement, at or above their present rate of pay 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 completing a one year probationary period from original hire date as a Police Officer with the Village and must successfully complete any applicable FTO

programs. Civilian Employees will be subject to completing a one year probationary period from original hire date with the Village.

- 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 VILLAGE shall not be called upon to assume any liability for, or direct payment of, any salaries, wages, contribution to pension funds (as provided herein) or to the Florida Retirement System, insurance premiums or payments, workers' compensation benefits under Chapter 440, Florida Statutes, or any other amenities of employment to any SHERIFF personnel performing services, duties, and responsibilities hereunder for the benefit of the VILLAGE and residents thereof.
- C. Pursuant to section 121.081(1) of the Florida Statutes, each VILLAGE employee who becomes employed by the SHERIFF has the choice to remain in the appropriate VILLAGE 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 VILLAGE 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 employer/employee contribution as required by FRS. In the event the Village pension plan exceeds the FRS, the Village is responsible for the additional contribution.
- F. At the commencement of this Agreement, 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 VILLAGE, pursuant to VILLAGE policy, shall be paid by the VILLAGE 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, vacation selection, and eligibility for Career Deputy as if they were hired by SHERIFF on the date they were hired by the VILLAGE as Police Officers. SHERIFF will credit employees with seniority privileges for promotional

opportunities 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 VILLAGE. 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. If the SHERIFF'S standards for employment are met, as set forth in Article 3, Section 3.1(A), then at the commencement of this Agreement: the captain shall be reduced to the rank of Lieutenant and shall hold the rank of Lieutenant as specified below. Those employees holding the rank of Lieutenant, and/or Sergeant must remain assigned to the Village for the first 24 months from the effective date of this agreement to maintain their rank unless promoted according to PBSO Policy and the terms set forth in Article 3.1 H, or if transferred out of the Village by the Sheriff. All other certified law enforcement personnel shall be appointed Law Enforcement Deputy Sheriffs at the commencement of this Agreement.

3.2 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 services, duties, and responsibilities as described and contemplated herein.

3.3 Assignment of Police Powers: The VILLAGE does hereby vest in each deputy sheriff, to the extent allowed by law, the police powers of the VILLAGE which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such deputy sheriff. 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 VILLAGE while performing such services, duties and responsibilities which constitute municipal functions and are within the scope of this Service Agreement.

3.4 Employee Claims.

- A. The VILLAGE 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 VILLAGE'S or SHERIFF'S obligations hereunder.

- B. The VILLAGE shall disclose any and all current or potential claims by any employee, who may become an employee of the SHERIFF, against the VILLAGE and known to the VILLAGE 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 VILLAGE shall disclose all 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 VILLAGE employee who may become an employee of the SHERIFF.
 - D. All such disclosures by the VILLAGE shall be provided to the SHERIFF prior to the Effective Date of this Agreement.
 - E. The VILLAGE 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.
- 3.5 The SHERIFF shall provide to the VILLAGE two (2) copies of the SHERIFF'S general orders, including any updates and amendments added after publication.

ARTICLE 4 – VILLAGE RESPONSIBILITIES

4.1 District Office Space.

- A. The VILLAGE agrees to maintain and keep in good repair, or cause to be maintained or repaired, to include necessary building/ground maintenance, pest control alarm services, and janitorial services for those facilities designated as the District Office. The SHERIFF shall maintain the District Office in a clean condition, free from debris, with normal use excepted. In the event the SHERIFF, his employees, or appointees destroy, deface damage, impair, or remove any part of the District Office, the SHERIFF will be responsible, to the extent permitted by law, for repairing or replacing such property.
- B. Future space planning shall be coordinated with the SHERIFF and the VILLAGE. The final decision shall be the responsibility of the VILLAGE.
- C. The VILLAGE shall be financially responsible for all fixtures, furnishings, equipment, and costs related to the operation of the District Office, including costs which may be incurred in the relocation of the District Office during the

term of this Agreement. Fixtures, furnishings, equipment, and costs related to the operation of the District Office are defined as desks, chairs, lamps, lights, and any other piece of personal property which is reasonable and necessary for the proper functioning of a District Office space. Any fixtures, furnishings, and equipment, or other property located in the District Office purchased by the SHERIFF for the District Office either before or during the term of this Service Agreement, are and will remain the property of the SHERIFF. Any fixtures, furnishings, and equipment purchased by the VILLAGE are and will remain the property of the VILLAGE, unless otherwise donated or released to the SHERIFF.

- D. The use and occupancy by the SHERIFF of the District Office shall include the use in common with others entitled thereto of the automobile parking areas, driveways, pathways, entranceways, means of ingress and egress, loading and unloading facilities, and other facilities as may be designated from time to time by the VILLAGE; subject, however, to the terms and conditions of this Service Agreement.
 - E. The VILLAGE shall, during the term of this Agreement, 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 VILLAGE and the SHERIFF in the event of claims relating to the District Office or damage/destruction of the District Office provided to the SHERIFF under this Agreement. The VILLAGE shall provide a copy of its insurance policy to the SHERIFF within thirty (30) days of the effective date of this Agreement.
 - F. If for any reason the VILLAGE fails to provide the SHERIFF with a District Office as required above, the SHERIFF is relieved from his obligation to provide, inside the boundaries of the VILLAGE, those contracted or future contracted administrative services, including all positions indicated in this agreement, and such other services which require a physical structure within the VILLAGE. All positions indicated in this agreement will be relocated to the SHERIFF'S main headquarters office and will carry out their job functions as required under this Service Agreement, and the VILLAGE will pay for those services while performed at the SHERIFFS main headquarters office.
 - G. The VILLAGE'S failure to provide the SHERIFF with a District Office will require the Sheriff's Deputies to attend roll call at the SHERIFF'S headquarters, and any additional travel time incurred will, as agreed upon by the VILLAGE and the SHERIFF, be either part of the contracted hours or will be billed at the contracted hourly rate.
- 4.2 The VILLAGE shall provide two (2) copies of VILLAGE ordinances as adopted and two (2) copies of the Code of Ordinances with updates as received.

ARTICLE 5 – CONSIDERATION

- 5.1 The total amount due for all services beginning October 1, 2006 through September 30, 2007 (excepting those costs identified and funded in Article 5.5), shall be based on an annual amount of \$5,613,148.00.
- 5.2 The total amount due for all law enforcement services for subsequent years shall be based upon the proposal submitted by the SHERIFF, as set forth in Article 2, Section 2.4, during the VILLAGE'S budget process and approved by the VILLAGE council. However, for fiscal years beginning October 1, 2007, 2008, and 2009 the annual increase will be a minimum of 5% but will not exceed 8% per annum over the prior fiscal year.
- 5.3 Additional law enforcement services as set forth in Article 2.1(E) shall be compensated at a rate of \$41.80 per hour and will be billed by the SHERIFF to the VILLAGE on a monthly basis. This rate is subject to annual review and change upon agreement between the VILLAGE and SHERIFF.
- 5.4 The SHERIFF shall invoice the VILLAGE within ten (10) days of the close of each month. Payments shall be made in equal monthly increments and shall be remitted to the SHERIFF by the 25th day of the month following the receipt of the invoice.
- 5.5 The VILLAGE shall fund the cost of any third-party agreements related to the performance of this Law Enforcement Services Agreement, including additional crime analysis and audit functions as determined necessary and approved by the VILLAGE.
- 5.6 The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein.

ARTICLE 6 – AUDIT OF RECORDS

- 6.1 The VILLAGE may, upon reasonable notice to the SHERIFF, examine the existing SHERIFF'S records relating to the services provided pursuant to the terms of this Agreement.
- 6.2 Records not prepared by the SHERIFF in the ordinary course of business may be provided as the VILLAGE and the SHERIFF may agree.
- 6.3 The VILLAGE may elect to perform the audit itself or to have an outside third party do so.

ARTICLE 7 – FINES AND FORFEITURES

7.1 Law Enforcement Education Funds.

All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for the VILLAGE pursuant to Section 938, Florida Statutes, shall be assigned over to the SHERIFF and used by the SHERIFF for the law enforcement education purposes for those officers assigned to the Village of Royal Palm Beach. Apart from such funds, the SHERIFF shall have no claim or right to any other monies or things of value which the VILLAGE receives or may hereinafter receive by way of entitlement programs, grants, or otherwise in connection with police or law enforcement activities.

7.2 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 VILLAGE consistent with the distribution requirements of Section 318.21 Florida Statutes.

7.3 Unclaimed Property.

The VILLAGE and the SHERIFF do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair the VILLAGE'S right to the disposition of proceeds and forfeitures arising under the sale or disposition of unclaimed property or under any statutory or common law proceeding to which the VILLAGE would otherwise be entitled.

7.4 Law Enforcement Trust Funds.

- A. The SHERIFF agrees that if a Sergeant, Deputy Sheriff, or Motor Unit (Road Patrol Units) contracted for under this Service Agreement or other SHERIFF'S investigative unit initiates an investigation and seizure of property or currency for forfeiture pursuant to Chapter 932, Florida Statutes, within the VILLAGE boundaries, and a forfeiture action is commenced resulting in the property or currency being forfeited to the SHERIFF, the proceeds of the seizure, less expenses as set forth below, will be deposited into a Law Enforcement Trust Fund (LETF) established by the VILLAGE.
- 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 District Commander may apply for the use of such funds if such application is in compliance with Federal Forfeiture Law and Florida Statutes with approval by the VILLAGE. Upon appropriation, such funds shall be

made available to the SHERIFF for its designated use within the confines of the VILLAGE.

7.5 Alarm Ordinance Fines and Fees.

The VILLAGE shall be entitled to receive all fines and alarm permit revenues generated pursuant to the Palm Beach County Alarm Ordinance as currently adopted and as it may be amended from time-to-time.

ARTICLE 8 – INSURANCE

- 8.1 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.
- 8.2 Self-insurance funds necessary to cover general liability and automobile liability will remain throughout the term of this Agreement, as the same may be extended in accordance with provisions hereof.

ARTICLE 9 – HOLD HARMLESS

- 9.1 To the extent permitted by Florida law and without waiving any statutory and constitutional Sovereign Immunity protections, the SHERIFF holds the VILLAGE harmless from 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 indemnify the VILLAGE for any and all damages, judgments, claims, costs, expenses, including reasonable attorneys' fees, which the VILLAGE 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 VILLAGE 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 intentional or negligent acts of the VILLAGE, its employees, agents, servants, visitors, and/or any other third parties.

- 9.2 To the extent permitted by Florida Law and without waiving any statutory and constitutional Sovereign Immunity protections, the VILLAGE holds the SHERIFF harmless from 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 of appointees of the

VILLAGE while in the performance of this Agreement, and the VILLAGE shall 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 VILLAGE while in the performance of this Agreement.

In no event shall the VILLAGE 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 10 – INDEPENDENT CONTRACTOR

10.1 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 3.

ARTICLE 11 – TERM

11.1 This Agreement shall remain in full force and effect commencing September 1, 2006 and ending September 30, 2016 all dates inclusive, unless the Agreement is otherwise extended or terminated in accordance with the terms thereof.

11.2 In the absence of a notice of termination in accordance with Article 12, this Agreement shall automatically renew annually subject to the budget proposal by the SHERIFF and subsequent approval by the VILLAGE.

ARTICLE 12 – TERMINATION

12.1 The VILLAGE or the SHERIFF may terminate this Agreement with or without cause upon written notice to the other party of this Agreement.; provided, however, that notice of such termination shall not be effective until after receipt of the written notice. Written notice shall be delivered by March 31, of any given year for termination to be effective on October 1, of the subsequent year. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or the Village Manager.

ARTICLE 13 – TRANSITION

13.1 In the event of the termination or expiration of this Agreement, the SHERIFF and the VILLAGE shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the SHERIFF'S Office to a VILLAGE 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 VILLAGE pursuant to the terms hereof.

- 13.2 In the event of termination or upon expiration of this agreement, the VILLAGE shall retain ownership of all equipment, furnishing and fixtures funded and acquired through any separate agreement between the SHERIFF and the VILLAGE.
- 13.3 In the event of termination or upon expiration of this agreement, the VILLAGE shall have the option to purchase from the SHERIFF any equipment, fixtures, and furnishings furnished by the SHERIFF to perform the services provided under this Agreement. 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 14 – AUTHORITY TO EXECUTE; NO CONFLICT CREATED

- 14.1 The SHERIFF, by his execution hereof, does hereby represent to the VILLAGE 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 himself and the Palm Beach County Sheriff's Office.
 - B. This Agreement shall be enforceable by the VILLAGE according and to the extent of the provisions hereof.
- 14.2 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.
- 14.3 The Village 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 Village of Royal Palm Beach, pursuant to Resolution No. R2006-30 of the Village Council.
- 14.4 Nothing herein contained is any way contrary to or in contravention of the Charter of the Village of Royal Palm Beach or the laws of the State of Florida.

ARTICLE 15 – NOTICE

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

VILLAGE MANAGER:

David Farber
1050 Royal Palm Beach Blvd.
Royal Palm Beach, FL. 33411

VILLAGE ATTORNEY:

Trela J. White
1111 Hypoluxo Road
Suite 207
Lantana, FL 33462

SHERIFF:

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

SHERIFF'S LEGAL ADVISOR:

Colonel Joseph A. Bradshaw, Jr.
Department of Legal Affairs
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406

ARTICLE 16 – NON-ASSIGNABILITY

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

ARTICLE 17 – THIRD PARTIES

- 17.1 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 claimed 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 18 – JOINT PREPARATION

- 18.1 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 19 – ENTIRE AGREEMENT


19.1 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:

VILLAGE OF ROYAL PALM BEACH, FLORIDA

By: 
Diane DiSanto, Village Clerk

By: 
David Lodwick, Mayor

Dated: July 18, 2006

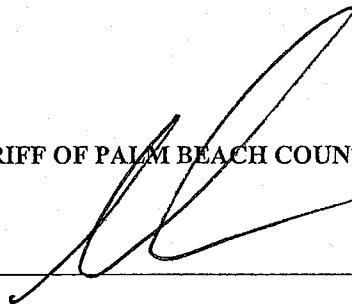
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
Trela J. White, Village Attorney

ATTEST:

SHERIFF OF PALM BEACH COUNTY

By: 

By: 

Dated: 8/10/2006

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

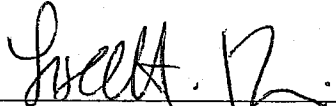
By: 
Sheriff's Legal Advisor

EXHIBIT "A"

CURRENT RPB		PROPOSED PBSO	
Crossing Guard	26	Crossing Guard	26
Detective	6	Detective	6
Detective Lieutenant	1	Lieutenant	1
Dispatch Supervisor	1	Dispatch Supervisor	1
Dispatcher	11	Dispatcher	11
Dispatcher P/T	5	Dispatcher P/T	5
Network Support Spec	1	Network Support Spec	1
Police Captain	1	Captain	1
Police Chief	1	Police Chief	0
Police Lieutenant	1	Lieutenant	1
Police Officer	42	Deputy Sheriff	42
Police Sergeant	5	Sergeant	5
Secretary I	2	Central Records Specialist	2
Secretary I	1	Clerical Specialist	1
Secretary II	1	Administrative Secretary	1
Support Serv Admin	1	Criminal Justice Planner	1
TOTAL	106		105