

300-1

[ ] Public Hearing

Submitted For: Palm Beach County Sheriff's Office

I.

Date \_\_\_\_\_

## II. FISCAL IMPACT ANALYSIS

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


Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures					
Operating Costs	\$772,906				
External Revenues	\$772,906				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	0				
# Additional FTE Positions (Cumulative)	16				
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 \$772,906 will be provided by through a contractual agreement.

### III REVIEW COMMENTS

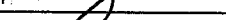
**A. OFMB Fiscal and/or Contract Administration Comments:**

  
 OFMB  
 1-18-07  
 atw  
 1-18-07  
 PM  
 1-16-07

  
 Contract Administration  
 1/19/07

**Legal Sufficiency:**

**B. Legal Sufficiency:**

 1/22/07  
Assistant County Attorney

**C. Other Department Review:**

Department Director

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

07- 0437

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

Page 1 of 1 pages

FUND 0001 GENERAL FUND

BGRV 420 011807\* 255  
BGEX 420 011807\* 828

ACCT. NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 01/05/2006	REMAINING BALANCE
<b>Revenues</b>								
<b>Contracts for Police Services</b>								
160-2634-4210	Charges for Police Services-Mangonia Park	0	0	772,906	0	772,906	0	772,906
<b>REVENUES</b>		<b>\$1,031,254,533</b>	<b>\$1,043,544,690</b>	<b>\$772,906</b>	<b>\$0</b>	<b>\$1,044,317,596</b>		
<b>Sheriff - Law Enforcement</b>								
160-1601-9498	Transfer to Sheriff Fund 1902	242,068,656	251,740,802	772,906	0	252,513,708	116,405,381	136,108,327
<b>TOTAL FUND EXPENDITURES</b>		<b>\$1,031,254,533</b>	<b>\$1,043,544,690</b>	<b>\$772,906</b>	<b>\$0</b>	<b>\$1,044,317,596</b>		

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

Signatures \_\_\_\_\_ Date 1-17-07

By Board of County Commissioners  
At Meeting of February 6, 2007

Deputy Clerk to the  
Board of County Commissioners

atw  
1-18-07

1/17/07

Attachment 1

Attachment 2

:   
**AGREEMENT FOR LAW ENFORCEMENT SERVICES  
BY AND BETWEEN  
THE PALM BEACH COUNTY SHERIFF'S OFFICE  
AND  
THE TOWN OF MANGONIA PARK**

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

WITNESSETH:

**WHEREAS**, the TOWN 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 TOWN a high level of competent professional law enforcement services and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and

**WHEREAS**, the TOWN 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 TOWN.

- 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. TOWN Manager: The chief administrative officer of the TOWN and shall include any individual employed by the TOWN or any contracted third party who is delegated to perform the duties and responsibilities of the management and oversight of the TOWN functions related to law enforcement services.

## **ARTICLE 2 – LEVELS OF SERVICE**

### **2.1 Law Enforcement Patrol Services.**

- A. The SHERIFF shall provide to the TOWN, 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 TOWN 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 TOWN 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 TOWN 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 TOWN within the boundaries of the TOWN 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:  
  
The full staffing complement indicated in this agreement shall be deployed within the TOWN upon assignment of members into the allocations.

Sworn Employees:

- 1 - Lieutenant
- 1 - Sergeants
- 12 - Deputies

Civilian Employees:

- 1 - School Crossing Guard
- 1 - Office Assistant

- E. The SHERIFF will answer and administer telephone communications related to police services for the TOWN 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 TOWN on a twenty-four (24) hour per day basis.
  - G. The SHERIFF shall furnish to and maintain for the benefit of the TOWN, 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 TOWN, upon the request of the TOWN at no additional cost to the TOWN, 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. TOWN Council meetings;
    - 2. TOWN Board and Committee meetings;
    - 3. Special Events sponsored by the TOWN; and
    - 4. Short-term and temporary increases in law enforcement road patrol services.
  - I. Unless exigent circumstances exist, all deputies assigned to the TOWN shall remain within the corporate limits of the Town of Mangonia Park
- 2.2 The Lieutenant assigned to the TOWN shall meet and confer with the TOWN Manager or Mayor, as deemed necessary by either party, to discuss the provision of law enforcement services to the TOWN.

- 2.3 The Lieutenant assigned to the TOWN will serve as the law enforcement representative at the TOWN'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 TOWN consisting of data and analysis of TOWN 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 Lieutenant assigned to the TOWN, or his or her designee, shall attend all regular meetings of the TOWN Council, shall provide the TOWN Council with periodic reports on law enforcement service activity, and shall respond to questions from the TOWN Council or TOWN Manager regarding law enforcement services.

### **ARTICLE 3 – ANCILLARY SERVICES**

- 3.1 The following Ancillary Services shall be provided to the TOWN at no additional cost to the TOWN 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 TOWN, 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. TOWN shall provide designated space from which the SHERIFF will operate a District Office 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 TOWN 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 TOWN shall transfer title and ownership interest of the TOWN'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 to the TOWN in a separate Amendment to this agreement 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 TOWN 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 TOWN shall display "The TOWN of Mangonia Park" 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 TOWN shall be and become PALM BEACH COUNTY SHERIFF'S OFFICE employees on or after February 1, 2007, 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 TOWN and must successfully complete any applicable SHERIFF'S OFFICE FTO programs.

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

- 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 TOWN 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 TOWN and the residents thereof. Likewise, unless specifically provided to the contrary herein, the TOWN 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 TOWN employee who becomes employed by the SHERIFF has the choice to remain in the appropriate TOWN 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 TOWN 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 TOWN, pursuant to TOWN policy, shall be paid by the TOWN 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 TOWN. 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 TOWN. Employees will begin earning credit toward longevity pay, merit leave and payment for unused sick leave on the date of commencement of the Term 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 TOWN with the TOWN 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 February 1, 2007, those employees holding the rank of Chief will assume the rank of Lieutenant and those employees holding the rank of Captain will assume the rank of Sergeant, at the commencement of this Agreement. Those employees holding the rank of Lieutenant, and/or Sergeant must remain assigned to the TOWN 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 5.1 H, or if transferred out of the TOWN by the Sheriff. All other certified law enforcement personnel who have met the SHERIFF'S standards for employment 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 TOWN Manager the removal, transfer, or replacement of any personnel currently assigned to the TOWN.

## 5.3 Assignment of Police Powers.

The TOWN does hereby vest in each sworn deputy of the SHERIFF to the extent allowed by law, the police powers of the TOWN 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 TOWN 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 TOWN 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 TOWN'S or SHERIFF'S obligations hereunder.
- B. The TOWN shall disclose any and all known current or potential claims by any employee, who may become an employee of the SHERIFF, against the TOWN and known to the TOWN on account of (a) overtime pay, other than overtime pay for the current payroll period; (b) wages or salary for any period other than the current payroll period; (c) vacation, compensatory time, time off or pay in lieu of vacation or time off, other than that earned in respect of the current calendar year; or (d) any violation of any applicable law relating to minimum or maximum hours of work.
- C. The TOWN 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 TOWN employee who may become an employee of the SHERIFF.
- D. All such disclosures by the TOWN shall be provided to the SHERIFF on or before February 1, 2007.
- E. Without waiving any defenses that the TOWN may have, the TOWN 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 February 1, 2007, through September 30, 2007, are set forth in Exhibit A.
- 6.2 The TOWN agrees to pay the SHERIFF in equal monthly installments on or before the 25<sup>th</sup> day of the month preceding the month of service.
- 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 TOWN shall have no further monetary obligations to the SHERIFF. Notwithstanding, in the event the TOWN fails to disclose any information which has a material adverse financial impact to the SHERIFF, the

TOWN shall be responsible for any additional costs caused by the failure to disclose, and further agrees to participate in further negotiations with the SHERIFF to resolve the discrepancy.

#### **ARTICLE 7 – AUDIT OF RECORDS**

- 7.1 The TOWN 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 TOWN will be furnished or made available by the SHERIFF to the TOWN within thirty (30) days of the initial request. However, if the TOWN 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 TOWN with the required records and information within the time frame requested by the TOWN.
- 7.3 Records not prepared by the SHERIFF in the ordinary course of business may be provided as the TOWN and the SHERIFF may agree.
- 7.4 The TOWN may elect to perform an audit itself or to have an outside third party do so, at the TOWN'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 TOWN 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 TOWN 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 TOWN.

- 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 TOWN 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 TOWN 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 TOWN 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 TOWN, for the TOWN'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 TOWN 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 TOWN.

#### 8.4 Evidence.

- A. All evidence currently in the custody of the TOWN shall be transferred to the custody of the SHERIFF. The TOWN 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 TOWN 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 TOWN shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General liability and Fire and Casualty coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the TOWN and the 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 TOWN 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 TOWN harmless from and shall defend and indemnify the TOWN 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 TOWN for any and all damages, judgments, claims, costs, expenses, including reasonable attorneys' fees, which the TOWN 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 TOWN 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 TOWN, 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 TOWN 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 TOWN while in the performance of this Agreement, and the TOWN 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 TOWN while in the performance of this Agreement.

In no event shall the TOWN 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 February 1, 2007, at 0600 hours and shall end on September 30, 2007 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 TOWN 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 TOWN 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 TOWN Manager. Except as otherwise provided, if at any time during the first twelve (12) months of this Agreement, the TOWN 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 TOWN shall be entitled to immediately terminate this Agreement, without penalty or liability. In the event of such termination by the TOWN, 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 TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the SHERIFF'S Office to a TOWN Police Department or other arrangements made by the TOWN for the delivery of law enforcement services, and to maintain during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.
- 14.2 In the event of termination or upon expiration of this agreement, the TOWN shall retain ownership of all equipment, furnishing and fixtures specifically funded and acquired through any separate agreement between the SHERIFF and the TOWN.
- 14.3 In the event of termination or upon expiration of this agreement, the TOWN 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 TOWN 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 TOWN 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 TOWN 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 TOWN of MANGONIA PARK.
- 15.4 Nothing herein contained is in any way contrary to or in contravention of the Charter of the TOWN of MANGONIA PARK or the laws of the State of Florida.

#### **ARTICLE 16 – NOTICE**

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

TOWN MANAGER:  
Lee Leffingwell  
Mangonia Park Town Hall  
1755 E. Tiffany Dr.  
Mangonia Park, Florida 33407

TOWN ATTORNEY:  
Keith Davis  
1111 Hypoluxo Road  
Suite 207  
Lantana, Florida 33462

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 TOWN Council, 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:

TOWN OF MANGONIA PARK, FLORIDA

By: 

Sherry Albury, Town Clerk

By: 

William Albury, Mayor

Dated: 12/27/06

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: 

Keith Davis, Town Attorney

ATTEST:

SHERIFF OF PALM BEACH COUNTY

By: 

Major Michael Veccia

By: 

Ric L. Bradshaw

Dated: 12/27/06

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: 

Lisa Rubin, Esq.

**EXHIBIT "A"**  
**(1 Lieutenant, 1 Sergeant, & 12 Deputies)**

**Mangonia Park Contractual Costs**

2007 (Year 1) *	\$1,159,359.00
2008 (Year 2)	Negotiable – Not to Exceed 5% increase
2009 (Year 3)	Negotiable – Not to Exceed 7.5% increase

\*First year prorated February 1, 2007 – September 30, 2007 at \$722,906.00 with eight monthly installments of \$96,613.25