

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

3BB3

Meeting Date: March 13, 2007 ☒ 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 \$69,550 in the General Fund for law enforcement services provided through a contractual agreement between the Palm Beach County Sheriff's Office and Palm Beach County to provide services at the Lake Worth Tax Collector's Office for the twelve month period of January 1, 2007 through December 31, 2007.

Summary: The budget amendment is requested to provide law enforcement/security services as prescribed within a contractual agreement between the Palm Beach County Sheriff's Office and Palm Beach County for the Lake Worth Tax Collector's Office. The level of service to be provided includes (1) position, comprised of (1) sworn position for forty (40) hours per week. Services will be paid on a 50/50 basis by the Tax Collector and Palm Beach County. Countywide (DW)

Background and Justification: Contract negotiations with Palm Beach County occurred after the submission of the Sheriff's FY 2007 budget to the Board of County Commissioners.

Attachments:

1. Budget Amendment
 2. Contractual Agreement
-

Recommended By: _____

Department Director

Date

2/26/07

Approved By: _____

ASST. County Administrator

Date

3/5/07

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

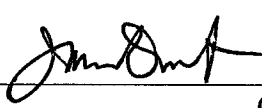
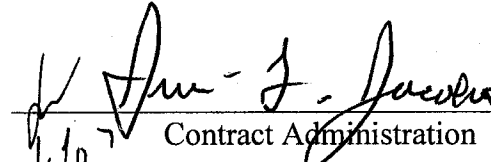
Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures					
Operating Costs	\$69,550	\$23,184			
External Revenues	\$69,550	\$23,184			
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	0	0			
# Additional FTE Positions (Cumulative)	1	1			
Is Item Included in Current Budget:	YES	NO		X	
Budget Account No.:	Fund	Agency	Org	Object	
Reporting Category					

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

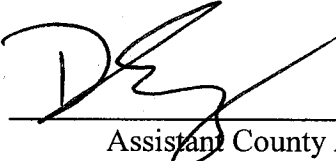
Funding in the amount of \$92,734 will be provided by through a contractual agreement. One half of the cost to the County will be funded from Facilities Development and Operations Department, and one half from ~~the Tax Collector~~. The expenses are currently budgeted in Facilities under 0001-410-4130 and 3004-411-B389.

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

 3-1-07
 OFMB
 2-28-07 CN 2/28/07
 3/12/07
 Contract Administration
 3/1/07

B. Legal Sufficiency:

 3/5/07
 Assistant County Attorney

C. Other Department Review:

Department Director

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

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BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

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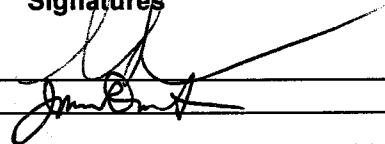
FUND 0001 GENERAL FUND

BGRV 420 022807*300
BGEV 420 022807*1132

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 02/26/2007	REMAINING BALANCE
Revenues								
Contracts for Police Services								
160-2635-6999	Charges for Police Services - Tax Collector	0	0	69,550	0	69,550	0	69,550
	REVENUES	\$1,031,254,533	\$1,047,659,822	\$69,550	\$0	\$1,047,729,372		
Sheriff - Law Enforcement								
160-1601-9498	Transfer to Sheriff	242,068,656	252,513,708	69,550	0	252,583,258	135,739,012	116,844,246
	TOTAL FUND EXPENDITURES	\$1,031,254,533	\$1,047,659,822	\$69,550	\$0	\$1,047,729,372		

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

Signatures



Date

2/26/27
3-1-07

By Board of County Commissioners
At Meeting of March 13, 2007

Deputy Clerk to the
Board of County Commissioners

ahw
2-28-07

LAW ENFORCEMENT SERVICE AGREEMENT

This Agreement was made and entered into on JANUARY 10, 2007 between Ric L. Bradshaw, Sheriff of Palm Beach County, Florida, hereinafter referred to as the Sheriff, and Palm Beach County, a political subdivision of the State of Florida which will hereinafter be referred to as County.

Whereas, County wishes to contract with the Sheriff for performance of law enforcement / security services and function within its boundaries in Palm Beach County, Florida, and the Sheriff is agreeable to rendering these services on the terms and conditions hereafter set forth:

1. In entering into this Agreement, it is County's intent to secure the service of one deputy sheriff for 40 hours per week. It is County's desire to have deputy sheriff assist in the law enforcement/ security at the Lake Worth Tax Collector's Office. County has provided an outline of specific services desired which when reviewed and accepted by the Sheriff shall become the operating profile of this contract. See Exhibit "A".
2. The Sheriff shall provide law enforcement/security services within the Lake Worth Tax Collector's Office or other County facilities as may be identified from time to time. The Sheriff shall exercise the authority granted to him by the laws of the State of Florida and as prescribed by the code of Palm Beach County. The Sheriff shall also enforce the operating and security policies and procedures promulgated by the County and specifically provided to the Sheriff for the purposes of enforcement which would include parking enforcement, building security and limited public forums.

The Palm Beach County Sheriff's Office is hereby designated as the authorized representatives of Palm Beach County, empowered to warn and direct persons to leave said property in accordance with F.S.S. 810.08 and F.S.S. 810.09, to enforce Statutes, Ordinances, and the County policies referenced above at the addresses listed herein: 1) 3551 S. Military Trail, West Palm Beach, FL.

3. In order to perform these services, the Sheriff shall furnish and supply all necessary labor, supervision, equipment and supplies necessary to maintain the services rendered. The Sheriff agrees that the deputies fulfilling this Agreement shall be assigned to the Contract Unit. The activities of deputies assigned to perform services, pursuant to this Agreement, shall be reported and documented and records will be maintained as required by the Sheriff's Office and Florida State Statutes. The rendition of services, standards of performance, discipline and other matters incident to the performance of such services and the control of

personnel employed shall be within the sole discretion of the Sheriff. Without impairing the rights of the Sheriff as an employer, the Sheriff or his designee may meet from time to time with the County to discuss the performance of personnel assigned to this contract.

In the event of a dispute between the parties as to the extent of the duties and functions rendered hereunder, the final determination shall be made by the Sheriff. The Sheriff shall be required, pursuant to this Agreement, to provide services of no less than 40 hours per week or 8 hours per day, five days per week. Specific duty hours and days of service will vary depending on assessed need to be determined by the Sheriff after consultation with County.

4. Persons employed in the performance of services provided are appointees of the Sheriff and not employees of the County. As appointees of the Sheriff they receive all benefits, training and promotion opportunities provided by the Sheriff.
5. This Agreement shall be in effect for a period of twelve (12) months, beginning January 1, 2007 and ending on December 31, 2007, with three one year renewal periods upon agreement by both parties. The cost of personnel and equipment for this Agreement shall be projected by the Sheriff's Office and transmitted to the Director of Facilities Development & Operations no later than April 1st of each year for the subsequent Agreement year. The value of the Agreement will automatically adjust to that figure on the following Agreement anniversary date, provided that the methodology for calculating the costs has not been modified.

Total cost of personnel and equipment during the initial year of the Agreement shall be \$92,734.00. Monthly payments shall be \$7,727.83 with the last monthly payment of \$7,727.87. The Sheriff shall submit an invoice to the County no more frequently than monthly for services rendered. The invoice shall be processed and paid within 21 days of receipt by the County representative.

6. This Agreement may be cancelled by the Sheriff or County for any reason after sixty day written notice has been provided to the other party.
7. This Agreement may be modified only if such modification is in writing and signed by both parties.
8. The exchange of information by and between the authorized representatives of the parties to this Agreement shall be as follows:
 - A. Activities of the Sheriff for County shall be coordinated with the liaison maintained with the Director Electronic and Security

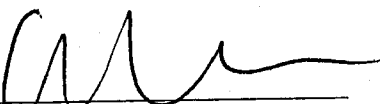
Services or his/her successor, (561-233-4432) 3323 Belvedere Rd.,
Building 506, West Palm Beach, FL 33406.

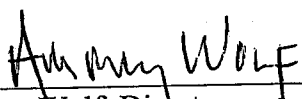
- B. The Sheriff or designee shall be responsible for meeting and/or speaking monthly with the County representative for input, information and review of services being provided.
9. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify and hold harmless the Sheriff against any actions, claims or damages arising out of the County's negligence in connection with this Agreement, and Sheriff shall indemnify and hold harmless the County against any actions, claims, or damages arising out of the Sheriff's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other for such other party's negligent, willful or intentional acts or omissions. The remedies provided herein are exclusive. The Sheriff and County waive all remedies with respect to each other, including, but not limited to, consequential and incidental damages, but this waiver shall not apply to third parties.
10. Any notice required or permitted under this Agreement shall be sufficient if in writing and mailed to County, and in the case of the Sheriff, Palm Beach County Sheriff's Office, Attention Staff Inspections Commander, 3228 Gun Club Road, West Palm Beach, Florida 33406.
11. This Agreement is non-assignable.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on the day and year first written above.

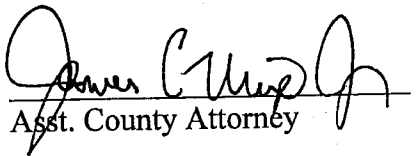
WITNESS:

By the Director of Facilities Development &
Operations on behalf of the Palm Beach
County Board of County Commissioners

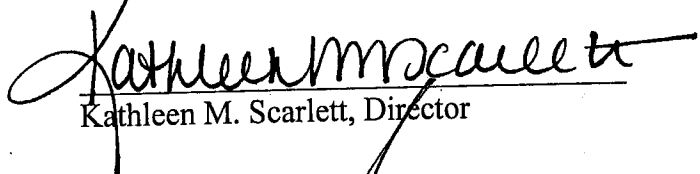

Larry Schaner, Fiscal Manager


Audrey Wolf, Director *AWB*


Approved for Form
and Legal Sufficiency



Asst. County Attorney

By the Director of Purchasing on behalf of
the Palm Beach County Board of County
Commissioners


Kathleen M. Scarlett, Director

ATTEST:


Major Michael Veccia


Ric L. Bradshaw, Sheriff

Approved for Legal Form
and Legal Sufficiency

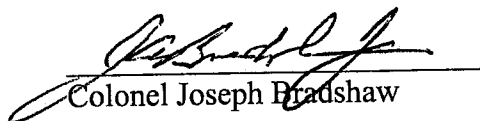

Colonel Joseph Bradshaw

Exhibit A

CONTRACT NAME:	Lake Worth Tax Collector's Office
CONTRACT ENTITY:	Palm Beach County Board of County Commissioners - Facilities Development and Operations/Electronic and Security Services Division
CONTRACT HOLDER:	Board of County Commissioners Facilities Development & Operations/Electronic Services & Security 561-233-0204
CONTRACT LIAISON:	Electronic and Security Services - Security Manager 3323 Belvedere Rd., Building 506 West Palm Beach, Fl 33406 561-233-4432
CONTRACT LOCATION:	Lake Worth Tax Collector's Office 3551 S. Military Trail West Palm Beach, Fl. 33463
CONTRACT IDENTIFIERS:	District 1 Talkgroup
CONTRACT SCHEDULE: Hours per week: Hours per day: Schedule:	40 hours per each of one Deputy = 40 hours 8 hours daily per Deputy / Monday through Friday 1000 hours to 1800 hours. Start and end time may be adjusted from time to time upon notification of contract liaison to address seasonal or special event needs.
REPORTING TO DUTY & RELIEF	Daily, at the start of each shift, the Deputy is to report to the Tax Collector lobby and log in on the security time sheet/log provided. The Deputy is to go "10-8" to Dispatch. Breaks and lunches are to be staggered. Breaks and lunches are to be taken as per the normal policies and procedures. At the end of each shift, the Deputy is to log out on the security time sheet/log provided and notify Dispatch.

<p>ADMINISTRATIVE DUTIES</p>	<p>The Deputies will complete all paperwork in accordance with current PBSO requirements. Copies of all written incident reports handled while on duty shall be forwarded to the Contract Liaison within 30 days of the incident. This will include, but not limited to: all crimes, arrests, FIRs, alarms, or other incidents that occur.</p> <p>PBSO is to furnish the Contract Liaison with verbal follow-up within 24 hours of incidents where the media may be involved and written follow-up within 48 hours of any incidents involving an arrest.</p> <p>The Deputies will note any security or safety concerns and notify the Contract Liaison of suggestions for enhancing the facility's safety and security.</p>
<p>PATROL, SECURITY AND ENFORCEMENT REQUIREMENTS</p>	<p>The Deputy will be familiar with the building, parking areas and surrounding community, as well as ongoing and specially scheduled activities. The Deputy will assist the designated County in coordinating special events requiring security services as requested.</p> <p>The Deputy will maintain high visibility in the Tax Collector's Office Building including; 1) maintaining order in the service lobby, 2) directing customers to the appropriate service positions, 3) controlling a door not secured at closing time, 4) confirming security of all exterior doors at closing time, 5) clearing areas inside the building that were accessible to the public, 6) securing the employee exit, escorting employees to their vehicles, and 7) assisting with traffic control within the property and adjacent local streets. Special focus shall be placed on the lobby at closing time and in the parking areas when Staff is traveling to their vehicles.</p> <p>The Deputy will enforce County operating and security policies including:</p> <ul style="list-style-type: none"> • CW-O-024 Use of County Owned Properties for Non-County Activities

	<ul style="list-style-type: none">• CW-O-022 Fire Safety and Emergency Evacuation Procedures <p>The Deputy assigned to this contract will respond to the following types of emergencies:</p> <ul style="list-style-type: none">• Any life-threatening situation occurring at the Lake Worth Tax Collector's Office and parking area until District 1 arrives on site and contains the situation.• Bomb threats – Contract Deputy will first assist in “locking down” the lobby and various entrances to the Office Building and then may assist responding law enforcement agency. <p>Since it is extremely important that Contract Deputy be available at all times in the lobby and for patrol throughout the building, this Deputy will not respond to the following types of requests:</p> <ul style="list-style-type: none">• Conducting VIN checks for the public.• Dispensing technical information about vehicle registration, property taxes or occupational licenses.• Sitting behind the front desk – e.g., to relieve the information personnel or answer phone calls.
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