

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

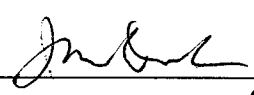
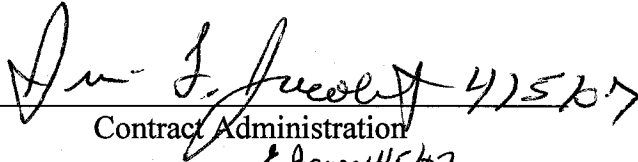
Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures					
Operating Costs	\$54,095	\$38,640			
External Revenues	(\$54,095)	(\$38,640)			
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	0	0			
# Additional FTE Positions (Cumulative)	1				
Is Item Included in Current Budget:	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 for the twelve month period ending February 28, 2008 will be provided by through the contractual agreement.

III REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

 _____ OFMB <i>4-5-07</i> <i>4-4-07</i> <i>04/2/07</i>	 _____ Contract Administration <i>4/5/07</i> <i>E. Jones 4/5/07</i>
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B. Legal Sufficiency:



 Assistant County Attorney
4/9/07

C. Other Department Review:

 Department Director

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

0935

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

FUND 0001 GENERAL FUND

BGRV 420 040407*423
BGEX 420 040407*1435

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 03/27/07	REMAINING BALANCE
<u>Revenues</u>								
<u>Contracts for Police Services</u>								
160-2636-4210	Charges for Police Services-Rivermill	0	0	54,095	0	54,095		
	<u>REVENUES</u>	<u>\$1,031,254,533</u>	<u>\$1,047,738,372</u>	<u>\$54,095</u>	<u>\$0</u>	<u>\$1,047,792,467</u>		
<u>Sheriff - Law Enforcement</u>								
160-1601-9498	Transfer to Sheriff's Office Fund	242,068,656	255,183,258	54,095	0	255,237,353	155,201,461	100,035,892
	<u>TOTAL FUND EXPENDITURES</u>	<u>\$1,031,254,533</u>	<u>\$1,047,738,372</u>	<u>\$54,095</u>	<u>\$0</u>	<u>\$1,047,792,467</u>		

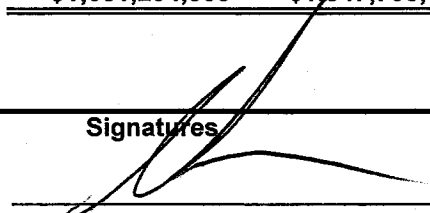
Palm Beach County Sheriff's Office
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

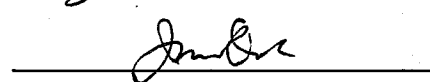
OFMB Department - Posted

Signatures

Date



3/28/07



4-5-07

By Board of County Commissioners
At Meeting of May 1, 2007

Deputy Clerk to the

Board of County Commissioners

04/4/07

LAW ENFORCEMENT SERVICE AGREEMENT

This Agreement was made and entered into on the 6th day of February, 2007, between Ric L. Bradshaw, Sheriff of Palm Beach County, Florida, hereinafter referred to as the Sheriff, and Rivermill Homeowners Association, a development located in Palm Beach County, Florida which will hereinafter be referred to as Rivermill.

Whereas, Rivermill 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 Rivermill's intent to secure the service of one deputy sheriff on Rivermill's property for 40 hours per week. It is Rivermill's desire to have a high profile patrol to promote a higher degree of protection and security for the property, residents, and users of Rivermill. Rivermill shall provide an outline of specific problems to be addressed by the Sheriff and services desired performed by the Sheriff which when reviewed and accepted by the Sheriff shall become the operating profile of this agreement.
2. The Sheriff shall provide law enforcement/security services within the geographical area located within Rivermill. The Sheriff shall exercise the authority granted to him by the laws of the State of Florida and as prescribed by Article 8, Section 4, of the Florida Constitution, Florida Statute Chapter 30 and Florida Statute Chapter 316, and as further outlined under the code of Palm Beach County.
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 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.

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, and they will be coordinated with the liaison representing Rivermill.

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4. Persons employed in the performance of services provided are appointees of the Sheriff and not employees of Rivermill. 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 March 1, 2007 and ending on February 28, 2008. This written agreement may be renewed by the parties, subject to computation of cost at the time of renewal.

Total cost of personnel and equipment during the initial year of the Agreement shall be \$92,734.00. Monthly payments shall be \$7727.83 with the last payment of \$7727.87. Said amount must be paid in advance and received by the Sheriff's Office by the twenty-fifth day of the month preceding the month for which the payment is due. If payment is not received by the last day of the month for which it is due, the contract shall be in default and the Sheriff may terminate this agreement based on non-payment.

6. This Agreement may be cancelled by the Sheriff or Rivermill for any reason after sixty days 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 Rivermill shall be coordinated with Orville Osbourne or his successor (561) 714-0968, 2328 S. Congress Avenue, Suite 1-C West Palm Beach, FL. 33406
 - B. The authorized representative of the Sheriff is the Commander of the Staff Inspections, Palm Beach County Sheriff's Office (561) 688-3282, 3228 Gun Club Road, West Palm Beach, Florida or his/her successor.
9. To the extent permitted by law, and without waiving any constitutional or statutory sovereign immunity protections, the Sheriff shall indemnify and hold harmless Rivermill against any actions, claims or damages which may arise out of the negligence and/or intentional act of the Sheriff, his deputies, agents, and employees in furtherance of this Agreement and in the course and scope of his/her employment. Rivermill shall indemnify and hold harmless the Sheriff, his deputies, agents, and employees against any actions, claims or damages arising out of Rivermill, and its officers'

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and agents' negligence and/or intentional acts in connection with the services provided under this Agreement.

10. Any notice required or permitted under this Agreement shall be sufficient if in writing and mailed to Rivermill, 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:

Rivermill Homeowner's Association
2328 S. Congress Avenue, Suite 1-C
West Palm Beach, FL. 33406

Cantessa K. Upson-Bradwell
Signature

By: Orville O. Osbourne
Signature

Cantessa K. Upson-Bradwell
Printed Name

Orville O. Osbourne
Printed Name

President
Title

ATTEST:

Palm Beach County Sheriff's Office

M. Veccia
Major Michael Veccia

Ric L. Bradshaw
Ric L. Bradshaw, Sheriff

Approved for Legal Form
and Legal Sufficiency

Lisa Rubin
Lisa Rubin, Esq.

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2328 S. Congress Avenue, Suite 1-C
West Palm Beach, FL. 33406

Cantessa K. Upson-Bradwell
Signature

By: Orville O. Osbourne
Signature

Cantessa K. Upson-Bradwell
Printed Name

Orville O. Osbourne
Printed Name

President
Title

ATTEST:

Palm Beach County Sheriff's Office

M. Veccia

Major Michael Veccia

[Signature]

Ric L. Bradshaw, Sheriff

Approved for Legal Form
and Legal Sufficiency

Lisa Rubin

Lisa Rubin, Esq.