

Agenda Item #: **3.M.1.**

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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Meeting Date: January 15, 2008

Consent  
 Ordinance

Regular  
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

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**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** Agreement with the Palm Beach County Sheriff's Office (PBSO) to provide law enforcement services within Parks property for a five year period commencing upon execution and ending September 30, 2012.

**Summary:** In 2002, the Board, with the Sheriff's concurrence, directed staff to develop a contract for parks law enforcement services (R2003-0073). This contract extends those services for an additional five years and includes 50 sworn officers, an Administrative Assistant, a Parks Enforcement substation, and outlines responsibilities and expectations of both the PBSO and the Parks and Recreation Department. The adopted budget for these services in FY 08 is \$6,141,909 and is included in the Sheriff's budget. Countywide (AH)

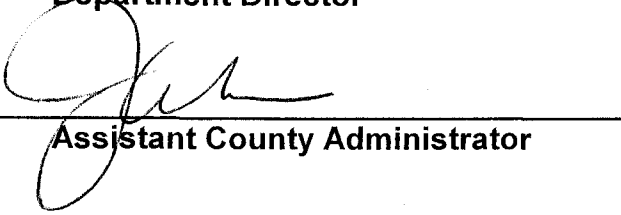
**Background and Justification:** Since 1983, the PBSO has provided law enforcement services within park property through a special Park Enforcement Unit. In 2002, to ensure Park law enforcement resources remained in Palm Beach County parks, the County entered into an interlocal agreement with the PBSO. This contract extends those services and relationship with the Sheriff for an additional five year period. The contract incorporates reporting and communication mechanisms and delineates responsibilities and expectations of both parties. The PBSO and Parks and Recreation Department believe that this contractual arrangement is essential in maintaining a proactive law enforcement presence in Palm Beach County parks and keeps the level of criminal activity to a minimum.

**Attachment:** Interlocal Agreement

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Recommended by:   
Department Director

1/2/08  
Date

Approved by:   
Assistant County Administrator

1/9/08  
Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>NET FISCAL IMPACT</b>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Budget Account No.: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_  
 Object \_\_\_\_\_ Program NA

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

There is no fiscal impact associated with this item. This program is currently paid for through the PBSO budget.

C. Departmental Fiscal Review: in-kind match

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

The positions are currently included in PBSO's FY 2008 budget.

*Handwritten notes:* JMW 12-31-07, OFMB 12/1/07, SH 12/21/07, CM 12/1/07, 1/2-08, 1/7/08, J. J. Scott 1/8/08

**B. Legal Sufficiency:**

This Contract complies with our contract review requirements.

Anne Delgado 1/8/08  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

REVISED 10/95  
 ADM FORM 01

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

**INTERLOCAL AGREEMENT BY AND BETWEEN THE SHERIFF  
OF PALM BEACH COUNTY AND PALM BEACH COUNTY FOR  
THE PROVISION OF LAW ENFORCEMENT SERVICES WITHIN  
PALM BEACH COUNTY PARKS**

THIS INTERLOCAL AGREEMENT, is made this \_\_\_\_\_ day of \_\_\_\_\_  
by and between RIC L. BRADSHAW, AS SHERIFF OF PALM BEACH COUNTY,  
FLORIDA, hereinafter referred to collectively as "SHERIFF", and PALM BEACH  
COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred  
to as "COUNTY" or "PARKS".

**WITNESSETH:**

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal  
Cooperation Act of 1969", authorizes local governmental units to make the most efficient  
use of their powers by enabling them to cooperate with other localities on the basis of  
mutual advantage and thereby provide services and facilities that will accord best with  
geographic, economic, population, and other factors influencing the needs and  
development of local communities; and

**WHEREAS**, Part 1 of Chapter 163, Florida Statutes, permits public agencies as  
defined therein to enter into local agreements with each other to jointly exercise any  
power, privilege, or authority which such agencies share in common and which each  
might exercise separately; and

**WHEREAS**, PARKS does not have a law enforcement department; and

**WHEREAS**, SHERIFF has heretofore maintained a high level of professional  
police protection for the benefit of PARKS patrons in the PARKS service area  
throughout Palm Beach County; and

WHEREAS, SHERIFF has agreed to provide PARKS a high level of professional police service, and PARKS and the SHERIFF desire to enter into this Interlocal Agreement for such services upon the terms and conditions hereinafter set forth; and

WHEREAS, entering into this Interlocal Agreement services a public purpose.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, and the benefits flowing from each to the other, the parties do hereby agree as follows:

### **ARTICLE 1. ASSIGNMENT OF PERSONNEL**

- 1.1. SHERIFF will assign personnel to provide law enforcement coverage within PARKS as set forth below. The specific scheduling of shifts and alignment of zones may vary depending on assessed need. Assessed need will be determined by the SHERIFF (Captain) after consultation with PARKS (Director or designee).
- 1.2. Law Enforcement and support personnel to be assigned to the PARKS service area is set forth as follows:
  - a. One (1) Captain Full Time
  - b. One (1) Lieutenant Full Time
  - c. Five (5) Sergeants Full Time
  - d. Forty-three (43) Deputy Sheriff positions, comprised of Forty (40) Full Time Deputy Sheriff Positions and Three (3) Part Time Deputy Sheriff Positions.
  - e. One (1) Administrative Assistant Full Time

- 1.3. SHERIFF and PARKS agree to meet annually during the budget process and jointly determine the need for additional Deputy Sheriffs and/or other personnel based on increases in population, park property, park usage and other criteria which serve as the basis for staffing requirements. PARKS will submit a supplemental request for any additional SHERIFF'S resources.
- 1.4. The Captain or designee shall be responsible for meeting and/or speaking daily with the Chief of Parks Security or Assistant Director for law enforcement input and information.
- 1.5. Upon reasonable notice, the SHERIFF, Colonel or Major shall meet with PARKS to discuss law enforcement issues related to services impacting Palm Beach County parks.
- 1.6. SHERIFF shall have and maintain the responsibility and control of the services provided, the standards of performance, the discipline of personnel and other matters, incident to the performance of the services, duties, and responsibilities described and contemplated herein. As such, personnel appointed and/or employed to perform the services as set forth in this Interlocal Agreement are deemed employees or appointees of the Palm Beach County Sheriff's Office. Without impairing the rights of the SHERIFF as an employer, the SHERIFF or his designee will meet annually with the PARKS Director to evaluate the performance of the Captain and the PARKS Enforcement Division. Any removal, transfer or replacement of the Captain assigned to the PARKS Enforcement Division will be reviewed with the PARKS Director.

## **ARTICLE 2. ADDITIONAL PERSONNEL ASSIGNMENT**

- 2.1. SHERIFF will provide to PARKS, upon the written request of the PARKS Director, such additional assignment of personnel beyond what is described in this Interlocal Agreement, as may from time to time be needed in accordance with SHERIFF'S then standard rates.
- 2.2. The cost of such additional assignment of personnel shall be borne by PARKS and shall be payable in such amounts in such a manner as may be determined by mutual agreement.

### **ARTICLE 3. PARKS SUBSTATION OFFICE**

It is the understanding of SHERIFF and PARKS that the COUNTY will provide a PARKS substation office within John Prince Park to be designated the "Palm Beach County Sheriff's Park Enforcement Division Substation". The PARKS substation office will be utilized to carry out police services within the COUNTY'S PARKS service areas. PARKS shall provide for the necessary facility infrastructure and the associated continuing expenses, including utilities and voice mail and data communications provisions.

### **ARTICLE 4. COMMUNICATION**

PARKS will furnish and equip all Park Rangers with 800 mhz radios and the SHERIFF'S Parks Enforcement Division agrees to monitor and communicate with Park Rangers via 800 mhz radio system to the extent that current technology allows.

### **ARTICLE 5. REPORTING**

SHERIFF agrees to provide monthly, quarterly and annual statistical reports. The statistical reports shall provide key statistics as identified and agreed upon by the Substation Commander and the PARKS Director or his designee. Such statistics shall include, but shall not be limited to the nature, location, time of day, and number of service calls, response times and staffing levels (vacancy reports). Statistical reports shall be provided by the 10<sup>th</sup> day of the following month and quarter, following the services provided in the previous month and quarter. Annual reports shall be provided within 30 days of the close of the fiscal year.

### **ARTICLE 6. LIABILITY**

The parties of this Interlocal Agreement, and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions or negligence, of the other party and its respective officers and employees, or for any third party. Furthermore, nothing contained herein shall be construed as a waiver of either party's sovereign immunity, or the assumption of liability in excess of that allowed under Section 768.28, Florida Statutes.

### **ARTICLE 7. INDEMNIFICATION**

To the extent permitted by law, each party agrees to indemnify and hold harmless the other from any and all liability arising from, or out of, their respective negligent acts or omissions, or other wrongful acts, in connection with the performance of this agreement. Nothing in this paragraph shall constitute a waiver of either party's sovereign immunity, as provided in Florida Statutes Section 768.28.

## **ARTICLE 8. TERM**

- 8.1 This Interlocal Agreement shall remain in full force and affect upon execution and ending September 30, 2012, all dates inclusive, unless this agreement is otherwise extended or terminated in accordance with the terms thereof, contingent upon funding approval by the Board of County Commissioners.
- 8.2 This Interlocal Agreement may be automatically renewed annually thereafter by mutual agreement of the parties. PARKS will furnish written notice of its intent to renew this agreement on or before January 1, 2012.
- 8.3 In the event PARKS exercises its option to renew, SHERIFF shall deliver an acknowledgement thereof in writing to PARKS no later than 10 days from the receipt of the intent to renew.

## **ARTICLE 9. TERMINATION**

- 9.1 SHERIFF or PARKS may terminate this Interlocal Agreement with or without cause upon written notice to the other party provided, however, that such termination shall not be effective until one hundred eighty (180) days after receipt of this written notice. This written notice must be hand-delivered and sent by Certified Mail, Return Receipt Requested, to SHERIFF, SHERIFF'S Legal Advisor, or PARKS Director.
- 9.2 In the event of termination by either party, both parties shall provide such aid, coordination and cooperation to each other that might be required for an



expeditious and efficient termination of service.

## **ARTICLE 10. ENTIRETY OF AGREEMENT**

This agreement represents the entire understanding between the parties, and supercedes all other negotiations, representations, or agreements, either written or oral, relating to this Interlocal Agreement. This agreement shall not be assigned and may only be modified in writing and executed by both parties.

## **ARTICLE 11. NOTICE**

The persons to receive notice under this Interlocal Agreement are:

1.     Parks Director  
       2700 6<sup>th</sup> Avenue South  
       Lake Worth, FL 33461
  
2.     County Attorney  
       301 North Olive Avenue  
       West Palm Beach, FL 33401
  
3.     Sheriff  
       Palm Beach County Sheriff's Office  
       3228 Gun Club Road  
       West Palm Beach, FL 33406
  
4.     Sheriff's Legal Advisor  
       Palm Beach County Sheriff's Office  
       3228 Gun Club Road  
       West Palm Beach, FL 33406

## **ARTICLE 12. ASSIGNMENT**

This Interlocal Agreement may not be assigned by either party.

### **ARTICLE 13. MODIFICATIONS**

None of the provisions, terms and conditions contained in this Interlocal Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

### **ARTICLE 14. VENUE**

This Interlocal Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Interlocal Agreement shall be held in Palm Beach County.

The Remainder of this page is intentionally left blank

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

ATTEST:  
SHARON R. BOCK, Clerk &  
Comptroller

By: \_\_\_\_\_  
Deputy Clerk


PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Commissioner Addie L. Greene, Chairperson

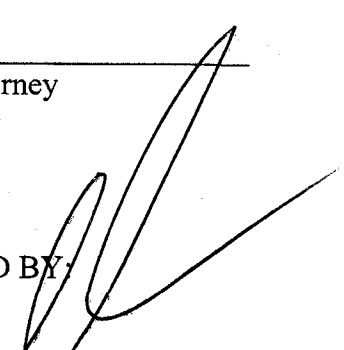
APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By:  \_\_\_\_\_  
Director, Parks and Recreation Dept.

APPROVED BY:

  
\_\_\_\_\_  
Ric L. Bradshaw, Sheriff  
Palm Beach County

DATE: 11/27/07