

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 11, 2008 ☒ 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 \$49,145 in the General Fund for security services provided by the Palm Beach County Sheriff's Office at the Airport Center for the period January 1, 2008 through June 30, 2008.

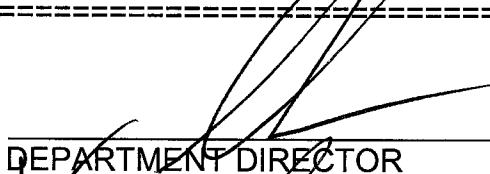
Summary: The budget amendment includes the cost for one (1) additional Court Services Deputy as set forth in the contract between the Palm Beach County Sheriff's Office and Palm Beach County Board of County Commissioners, effective January 1, 2008. The contract provides for three (3) one-year renewals. Countywide (DW)

Background and Justification: The request for services by the County occurred after the submission of the Sheriff's FY 2007 budget to the Board of County Commissioners.

Attachments:

- 1. Budget Amendment
- 2. Law Enforcement Service Agreement dated December 5, 2007

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RECOMMENDED BY:		<u>2/29/08</u>
	DEPARTMENT DIRECTOR	DATE
APPROVED BY:		<u>3/19/08</u>
	ASSISTANT COUNTY ADMINISTRATOR	DATE

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	0				
Operating Costs	\$49,145	\$103,205	\$108,365	\$113,783	\$119,472
External Revenues	(\$49,145)	0	0	0	0
Program Income (County)					
In-Kind Match (County)	0				
Net Fiscal Impact	0	\$103,205	\$108,365	\$113,783	\$119,472
# Additional FTE Positions (Cumulative)	1	1	1	1	1

Is Item Included in Current Budget: YES _____ NO X _____

Budget Account No.: Fund 0001 Agency 160 Org 2608 RSRC 4210

Reporting Category _____

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

III REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

The first six months of this position is being paid for by the State; however, it is indeterminable at this time whether they will continue to partially pay for this position in the future.

atwillhite 3.6.08
OFMB CP 3/4/8

Don J. Hoover 3/6/08
Contract Administration

B. Legal Sufficiency:

[Signature] 3/10/08
Assistant County Attorney

C. Other Department Review:

Department Director

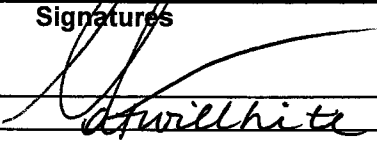
This summary is not to be used as a basis for payment.

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 03/03/08	REMAINING BALANCE
<u>Revenues</u>								
<u>Governmental Contracts</u>								
160-2608-4210	Charges for Police Services	2,500,000	2,500,000	49,145	0	2,549,145		
	<u>REVENUES</u>	<u>\$1,018,278,583</u>	<u>\$1,020,087,772</u>	<u>\$49,145</u>	<u>\$0</u>	<u>\$1,020,136,917</u>		
<u>Sheriff - Court Services</u>								
160-1603-9498	Transfer to Sheriff's Office Fund	18,416,314	18,416,314	49,145	0	18,465,459	10,742,851	7,722,608
	<u>TOTAL FUND EXPENDITURES</u>	<u>\$1,018,278,583</u>	<u>\$1,020,087,772</u>	<u>\$49,145</u>	<u>\$0</u>	<u>\$1,020,136,917</u>		

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

Signatures	Date
	3/3/08
	3/6/08

3/4/08

By Board of County Commissioners
At Meeting of March 11, 2008

Deputy Clerk to the
Board of County Commissioners

LAW ENFORCEMENT SERVICE AGREEMENT

This Agreement was made and entered into on the 5th day of December, 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 implementation of the court security program at the Airport Center under the supervision of PBSO/Court Services Bureau. 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 Airport Center 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 be limited to parking enforcement, building security, and special events.

The Palm Beach County Sheriff's Office/Court Services Bureau is hereby designated as the authorized representatives of Palm Beach County, empowered to warn and direct persons to leave said property (trespass affidavit) and enforce Statutes, Ordinances as well as the County policies referenced above at the addresses listed herein: 1) Main Courthouse, 205 N. Dixie Highway, 2) Judicial Center Parking Garage, 505 Banyan Blvd, 3) Criminal Justice Building, 401 N. Dixie Highway and 421 3rd Street, 4) Governmental Center, 301 N. Olive Ave. 5) Governmental Center Garage, 215 N. Olive Ave, 6) Governmental Center 4th Street Parking Lot, 7) South County Courthouse, 200 W. Atlantic, 8) North County Courthouse, 3188 PGA Blvd, 9) West County Courthouse, 38844 SR 80, 10) West County Courthouse Annex, 2976 SR 15, and 11) Airport Center, Building 2, 160 Australian Avenue.

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 deputy

fulfilling this Agreement shall be assigned to the Court Services Bureau. The activities of deputy 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, and assessed need will 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 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 six (6) months, beginning January 1, 2008, and ending on June 30, 2008, 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.

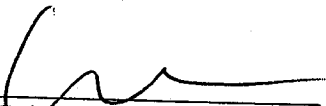
Total cost of personnel and equipment during the initial term of the Agreement shall be \$49,144.26. Monthly payments shall be \$8,190.71. The Sheriff shall submit an invoice to the County no more frequently than monthly for services rendered. The invoice shall be processed and paid within 21 days of 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.

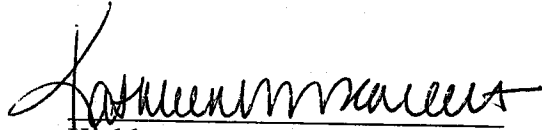
8. The exchange of information by and between the authorized representatives of the parties to this Agreement shall be as follows:
 - A. Activities of the Sheriff for County shall be coordinated with the liaison maintained with Director Electronic and Security Services or his/her successor, (561-233-0789) 2633 Vista Parkway, West Palm Beach, FL 33411-5603.
 - B. The authorized representative of the Sheriff is the Commander of the Court Services Bureau, Palm Beach County Sheriff's Office (561) 355-6470, 205 N. Olive Avenue, West Palm Beach, Florida or his/her successor.
 - C. The Sheriff's Captain or designee shall be responsible for meeting and/or speaking weekly 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 Court Services Bureau Commander, P.O. Box 24681, West Palm Beach, Florida 33416.
11. This Agreement is non-assignable.
12. Sheriff agrees to provide monthly reports to the County representative. The reports will provide key statistics and information as identified and agreed upon by the Sheriff and County representatives. Reports shall be provided by the 10th day of the following month.

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

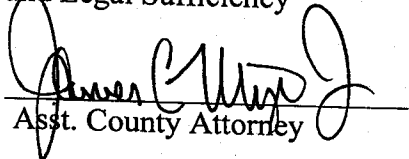
WITNESS:

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

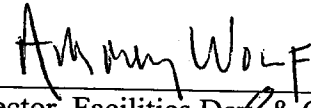

Larry Schaner, Fiscal Manager


Kathleen Scarlett, Director


Approved for Form
and Legal Sufficiency

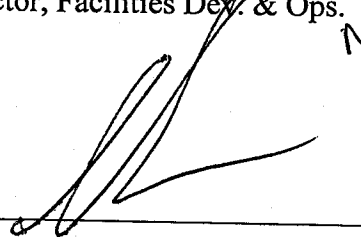

Asst. County Attorney

Approved as to Terms and Conditions


Director, Facilities Dev. & Ops. *NP*

ATTEST:


Major Michael Veccia


Ric L. Bradshaw, Sheriff

Approved for Legal Form
and Legal Sufficiency

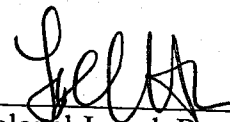

Colonel Joseph Bradshaw

Exhibit A

CONTRACT NAME:	Airport Center – Building 2
CONTRACT ENTITY:	Palm Beach County Board of County Commissioners - Facilities Development and Operations/Electronic and Security Services Division
CONTRACT HOLDER:	Board of County Commissioners 301 No. Olive Ave West Palm Beach, FL 33401 561-233-0204
CONTRACT LIAISON:	Director Electronic and Security Services 2633 Vista Parkway West Palm Beach, FL 33411-5603 561-233-0789
CONTRACT LOCATION:	Airport Center, Building 2 160 Australian Avenue, West Palm Beach, FL 33406
CONTRACT IDENTIFIERS:	Court Security Frequency
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 0800 hours to 1600 hours.
REPORTING TO DUTY & RELIEF	Daily, at the start of each shift, the Deputy is to report to the Airport Center, Building 2 lobby and sign the log book at the front desk. After signing in, the Deputy is to go "10-8" to Courthouse Command Center. Deputy is to coordinate activities through the Court Services Bureau. Breaks and lunches are to be taken as per the normal Court Services Bureau policies and procedures.

	<p>At the end of each shift, the Deputy is to sign out in the log book, and notify Court Services by radio.</p>
<p>ADMINISTRATIVE DUTIES</p>	<p>The Deputy will complete all paperwork in accordance with current PBSO/Court Services Bureau requirements.</p> <p>A County log book will be maintained at the front desk. The Deputy will log time at the beginning and end of each shift and note time and duration of absences from contract. Entries will include date, time, and information of all incidents handled while on duty. This will include, but not limited to: all crimes, arrests, FIRs, alarms, or other incidents that occur.</p> <p>PBSO is to furnish the County Chief Security Supervisor with ongoing oral or written follow-up after any arrests or other actions requiring the Deputy's assistance.</p> <p>The Deputy will note any security or safety concerns in the log book and notify the Chief Security Supervisor of suggestions for enhancing the facility's safety and security.</p>
<p>PATROL, SECURITY AND ENFORCEMENT REQUIREMENTS</p>	<p>The purpose of this contract is to provide general security services to Airport Center Building #2 and the associated parking areas with specific emphasis on the activities of the Office of the Conflict Counsel which impact not only their office but the remainder of County employees and its visitors in the Building and on the Airport Center site as a whole. The Deputy will be familiar with the building, surrounding Airport Center Complex and parking areas, 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 Airport Center, Building 2 during all business hours. Particular attention should also be paid to the 3rd Floor where the Criminal Conflict and Civil Regional Counsel is located.</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 • 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 Airport Center or surrounding area until the responsible law enforcement agency arrives on site and contains the situation. • Bomb threats – Contract Deputy will first assist in “locking down” the lobby and various entrances to the Airport Center, Building 2 and then may assist the 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 normally respond to the following types of requests:</p> <ul style="list-style-type: none"> • Patrolling other areas – except in emergency situations. • Sitting behind the front desk – e.g., to relieve the information personnel or answer phone calls. • Serving other nearby PBSO functions.
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