

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: April 1, 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 \$261,356 in the General Fund for additional services provided by the Palm Beach County Sheriff's Office to the Village of Wellington for the period October 1, 2007 through September 30, 2008.

Summary: The budget amendment includes the cost for two (2) additional Motor Deputies and eleven (11) additional School Crossing Guards as set forth in the renewal to the contract between the Palm Beach County Sheriff's Office and the Village of Wellington, effective October 1, 2007. No County funds are required. 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. Funding for the amendment in the amount of \$261,356 will be paid by the Village of Wellington. No County funds are required.

Attachments:

1. Budget Amendment
2. First Addendum to Law Enforcement Service Agreement
3. Agreement for Law Enforcement Services By and Between the Palm Beach County Sheriff's Office and the Village of Wellington.

RECOMMENDED BY: [Signature] 3/3/08
DEPARTMENT DIRECTOR DATE

APPROVED BY: [Signature] 3-18-08
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	\$261,356				
External Revenues	(\$261,356)				
Program Income					
(County)					
In-Kind Match (County)	0				
Net Fiscal Impact	0				
# Additional FTE					
Positions	13				
(Cumulative)					

Is Item Included in Current Budget: YES _____ NO X

Budget Account No.: Fund 0001 Agency 160 Org 2627 ^{RSRC} Object 4210

Reporting Category _____

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

Contract renewal (Oct 1, 2007 – Sep 30, 2008)	\$6,346,436
(Includes funding increase for additional personnel)	\$ 261,356

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

adwillhite 3-11-08
OFMB
3/10/08

Don J. [Signature] 3/13/08
Contract Administration
3/12/08

B. Legal Sufficiency:

[Signature] 3/17/08
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

Page 1 of 1 pages

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>								
160-2627-4210	Charges for Police Services	5,630,438	5,630,438	261,356	0	5,891,794		
	REVENUES	\$1,018,278,583	\$1,020,087,772	\$261,356	\$0	\$1,020,349,128		
<u>Sheriff - Law Enforcement</u>								
160-1601-9498	Transfer to Sheriff's Office Fund	279,489,744	273,789,744	261,356	0	274,051,100		
	TOTAL FUND EXPENDITURES	\$1,018,278,583	\$1,020,087,772	\$261,356	\$0	\$1,020,349,128		

Signatures

Date

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

By Board of County Commissioners
At Meeting of April 1, 2008

Deputy Clerk to the
Board of County Commissioners

**FIRST ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT
SHERIFF RIC L. BRADSHAW AND THE VILLAGE OF WELLINGTON**

This First Addendum to the Law Enforcement Service Agreement is made by and between The Village Of Wellington (hereinafter referred to as "VILLAGE"), located in Palm Beach County, and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as "Sheriff"). The VILLAGE and the Sheriff shall hereinafter be referred to as the "Parties."

WHEREAS, the Parties executed a Law Enforcement Service Agreement effective October 01, 2006, (the "Agreement"), by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the Parties wish to renew said Agreement for an additional twelve (12) months, effective October 01, 2007.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. In accordance with Article 11.1 of the Law Enforcement Service Agreement, the Parties have agreed to renew the Agreement for an additional twelve (12) month term. The term of this renewal is October 01, 2007 through September 30, 2008.
2. Article 5.1 of the Law Enforcement Service Agreement is amended as to the cost as follows: The total cost of personnel and equipment shall be \$6,346,436.00. Monthly payments shall be \$528,869.67. The last monthly payment shall be \$528,869.63. This cost includes 2 additional Deputy Sheriffs/Detectives and 11 additional Crossing Guards.
3. Article 5.3 of the Law Enforcement Service Agreement is amended as to the cost as follows: Additional law enforcement services as set forth in Article 2.1 D shall be compensated at a rate of \$44.66 per hour and will be billed by the SHERIFF to the VILLAGE on a monthly basis. This rate is subject to annual review and change upon agreement between the VILLAGE and SHERIFF.
4. In all other respects, the terms and conditions of the Agreement shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed the Addendum to the Agreement as of the last date all signatures below are affixed.

PALM BEACH COUNTY SHERIFF'S OFFICE

BY: _____

Ric L. Bradshaw, Sheriff

Witness: _____

Michael Veccia, Major

DATE: 11/16/07

THE VILLAGE OF WELLINGTON

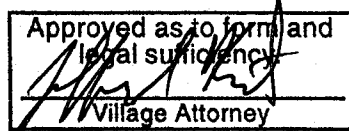
BY: _____

Thomas M. Wenham, Mayor

Witness: _____

Awilda Rodriguez, Village Clerk

DATE: November 13, 2007



AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND BETWEEN THE PALM BEACH COUNTY SHERIFF'S OFFICE AND THE VILLAGE OF WELLINGTON

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

WITNESSETH:

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

WHEREAS, the VILLAGE is desirous of obtaining its law enforcement services through a contractual relationship with the SHERIFF.

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. District Commander shall mean an exempt employee who is appointed by the SHERIFF as a deputy sheriff holding the rank of captain who shall perform duties and functions as specifically set forth in Article 2 of this Agreement.

B. Executive Officer shall mean a non-exempt employee who is appointed by the SHERIFF as a deputy sheriff holding the rank of lieutenant who shall perform duties and functions as specifically set forth in Article 2 of this Agreement.

C. Sergeant shall mean an individual who is appointed by the SHERIFF as a deputy sheriff who shall plan, direct, patrol, supervise, and/or perform the activities of a deputy sheriff as set forth in Article 2 of this Agreement.

D. Deputy Sheriff shall mean an individual, other than those described in A, B, and C above, 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 and perform the duties and responsibilities as set forth in Article 2 of this Agreement.

- E. Administrative Assistant shall mean a civilian employee of the SHERIFF who performs general office and clerical functions at the SHERIFF's District Office as directed by the District Commander and the Executive Officer as set forth in Article 2 of this Agreement.
- F. School Crossing Guard shall mean a part-time civilian employee of the SHERIFF assigned to provide safe crossing for students attending schools within the boundaries of the VILLAGE as set forth in Article 2 of this Agreement.
- G. Law Enforcement Aide shall mean a full-time civilian employee of the SHERIFF assigned to law enforcement related duties and responsibilities assisting a deputy sheriff as set forth in Article 2 of this Agreement.
- H. Patrol Unit shall mean one staffed marked patrol car and all standard equipment as defined by the SHERIFF'S general orders.
- I. District Office shall mean the law enforcement office space provided by the VILLAGE as set forth in Articles 4 and 5, located within the VILLAGE boundaries.
- J. Service shall mean comprehensive law enforcement protection provided each day of the year on a twenty-four (24) hour per day basis.
- K. Village Manager shall mean the chief administrative officer of the VILLAGE and shall include any individual employed by the VILLAGE or any contracted third party who is delegated to perform the duties and responsibilities of the management and oversight of the VILLAGE functions related to law enforcement services.
- L. Criminal Justice Planner shall mean a full time civilian employee of the SHERIFF who under the direction of the District Commander oversees contractual compliance matters, maintains the District law enforcement strategic plan, and assists with other reporting requirements as forth in Article 2 of this agreement
- M. Law Enforcement Services Plan (LESP) shall mean an annual proposal generated by the Sheriff and submitted for approval by the Village as provided for in Section 2.3 of this agreement.

ARTICLE 2 – LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services.

- A. The SHERIFF shall provide to the VILLAGE, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, competent professional law enforcement services within and throughout the corporate limits of the VILLAGE to the extent and in the manner herein described.
- B. The SHERIFF shall assign personnel to provide the level of professionalism law enforcement services as established in Exhibit A, attached hereto and incorporated herein, and revised each year in accordance with Section 2.3, utilizing the staff structure as provided herein.
 - 1. The SHERIFF shall provide the VILLAGE the full staffing for all sworn law enforcement personnel.
 - 2. Relief factors shall include replacement deputy sheriffs for days off, vacation, sick leave, family medical leave, workers' compensation, training, range qualification, court appearance, and roll call time. Modifications to relief factor types may be made through mutual agreement of the VILLAGE and the SHERIFF on an annual basis.
- C. Law enforcement services shall encompass all those duties and functions of the type coming with the jurisdiction of, and customarily provided by, municipal police departments, which include arrest of criminal offenders and citations issued to traffic violators, code enforcement, crime prevention, traffic control, testifying in court, community policing, high visibility patrol within the VILLAGE (including all VILLAGE facilities and parks), and other duties in accordance with the SHERIFF'S general orders, the VILLAGE Charter and ordinances, Palm Beach County Charter and ordinances that are applicable within the VILLAGE, and statutes of the State of Florida. Performance of all duties of sheriff's deputies shall be in accordance with Sheriff's Office General Orders and any applicable Collective Bargaining Agreement. ~~Additionally, law enforcement patrol services shall encompass response to alarm calls, and the SHERIFF shall respond to alarm calls consistent with the Palm Beach County's Alarm Ordinance as it may from time-to-time be amended.~~
- D. The SHERIFF shall provide the VILLAGE, upon the request of the VILLAGE, such supplemental law enforcement services of a deputy sheriff or sergeant, beyond those services described herein, as may be needed from time-to-time that cannot be accommodated through flexible scheduling of on-duty sheriff's deputies. Compensation shall be in accordance with Article 5.3. Those services typically include, but are not limited to, providing services at:
 - 1. VILLAGE Council meetings.

2. Board and Committee meetings.
 3. Special Events sponsored by the VILLAGE.
 4. Short-term and temporary increases in law enforcement road patrol services.
- E. Direct law enforcement patrol supervision shall be provided by the assignment of a Sergeant or higher ranking officer each day of the year, twenty-four (24) hours per day. Sergeants shall not be included in calculating the deputy sheriff staffing requirements set forth in this agreement
- F. The Law Enforcement Aide shall provide services in the District Office, including walk-in complaints, preparing reports, logs and schedules, filing, fingerprinting, equipment certification, and other related duties as assigned by the District Commander.
- G. The School Crossing Guards shall provide assistance for the purpose of protecting children while crossing the roadways in and around schools located within the VILLAGE. School Crossing Guards shall be present prior to school opening and at the close of each regularly scheduled school day.
- H. The Criminal Justice Planner shall perform monthly law enforcement analysis, and assist in the development and maintenance of the annual Law Enforcement Services Plan.
- I. SHERIFF'S personnel shall respond to and render law enforcement services in accordance with the performance measures and standards contained within the annual Law Enforcement Services Plan as prepared by the District Commander and presented to the VILLAGE.
- J. The District Office shall minimally be open during normal business hours, Monday through Friday, from the hours of 8:00 a.m. until 4:30 p.m.
- K. Each patrol unit shall prominently display on the vehicle's exterior "Village of Wellington."

2.2 Executive and Administrative Services.

- A. Without impairing the rights of the SHERIFF as an employer as provided in Article 3, the SHERIFF will review with and receive input from the VILLAGE prior to the selection of the District Commander, who shall regularly meet and confer with the Village Manager.
- B. Performance of all duties and responsibilities of the District Commander shall be completed without overtime compensation or additional charges.

- C. Performance of all duties and responsibilities of the Executive Officer shall be in accordance with SHERIFF's general orders, any applicable collective bargaining agreements, and this Agreement.

2.3 Administrative Responsibilities.

- A. The Executive Officer shall serve as the assistant District Commander and perform those duties and responsibilities consistent with the SHERIFF's general orders, any applicable collective bargaining agreements, and this Agreement under the direction of the District Commander.
- B. The District Commander shall prepare a Law Enforcement Services Plan reflecting the mission of the VILLAGE as a choice community with a focus on recreation, education, growth management, and the environment.

The Law Enforcement Services Plan shall include, at a minimum:

1. Mission Statement establishing law enforcement direction.
2. Performance Standards indicative of excellence in law enforcement services, including, but not limited to, response times, proactive patrol times, crime rates, and clearance rates. Analysis may also include citizen satisfaction and complaint levels as mutually agreed to by the VILLAGE and the SHERIFF.
3. Goals and Objectives to insure achievement of performance standards.
4. Formal review and analysis of law enforcement activity, including the exploration of alternative law enforcement options, impact of future growth and planned development, identification of strengths, weaknesses, opportunities, trends, and threats.
5. Action plans to address proactive community policing programs, crime prevention efforts, traffic interdiction, school and education interaction and coordination, code enforcement, VILLAGE facilities, and parks and recreation patrol. All action plans shall have measurable outcomes indicative of successful achievement of goals and objectives.
6. A monthly reporting mechanism to update the VILLAGE on the status and progress of action plans to actual performance, along with an ongoing monitoring system designed to ensure success and achievement of the strategic plan goals, objectives, and action plans.
7. A communication method designed to inform the VILLAGE, the SHERIFF, and all SHERIFF'S personnel assigned to the VILLAGE of the strategic plan and performance expectations and progress.

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- C. The District Commander or designee will notify the Village Manager in a timely manner of any major/significant crimes, incidents, or emergencies that occur within the VILLAGE.
- D. The District Commander shall provide semi-annual reports to the VILLAGE consisting of data and analysis of VILLAGE law enforcement service activity, segregated by type and geographic locations where applicable, to include:
1. Calls for service by time of day, geographic location, day of the week, and type
 2. Reported incidents, criminal and non-criminal, by category
 3. Number and types of arrests
 4. Traffic Crashes
 5. Traffic citations
 6. Response times to emergency calls by priority classification.
 7. Number and type of special/additional enforcement activities
 8. Law Enforcement Forfeiture activity.
 9. Monthly expenditure reports
 10. Monthly overtime reports
 11. Number of staff on duty by day and shift
 12. Number of citizen complaints received and outcomes, where permitted by law
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- E. A formal analysis of law enforcement-related trends and indicators shall be prepared and presented to the VILLAGE on a semi-annual basis by the SHERIFF or designee and shall include the data, analysis, and reporting set forth in Sections B and D above.
1. The VILLAGE may, at its sole discretion, cause the analysis to be prepared by the VILLAGE in addition to the analysis prepared by the SHERIFF.
 2. The SHERIFF shall provide any and all available data necessary to complete the analysis as requested by the VILLAGE.

F. The VILLAGE and SHERIFF recognize that competent professional law enforcement services require flexibility in order to meet society's challenge to combat crime and other social conditions. Therefore, the District Commander shall have the discretion to determine staff allocation and assignments in alignment with the Law Enforcement Services Plan and ongoing law enforcement activity analysis.

G. The District Commander, Executive Officer, or designee shall be responsible for attending all VILLAGE Council Meetings and Public Safety Committee Meetings. The District Commander or designee shall attend community meetings and meetings with VILLAGE staff which involves issues of mutual concern or whenever needed to provide advice or consent on law enforcement issues

H. From time to time, with responsible notice, the SHERIFF, or Executive Staff Member, shall meet with the VILLAGE to discuss law enforcement issues related to services impacting the VILLAGE.

2.4 Fiscal Responsibilities.

A. The SHERIFF shall provide to the VILLAGE a Law Enforcement Services Plan and proposed costs by May 1st of each year through the term of the agreement.

B. The SHERIFF'S proposed Law Enforcement Services Plan is subject to review by the VILLAGE, in compliance with the VILLAGE budget review requirements and final approval by the VILLAGE council.

C. Annual staffing increases for deputy sheriffs requested in the SHERIFF'S Law Enforcement Services Plan shall be supported by crime and law enforcement activity analysis.

D. Emergency purchases and unanticipated repairs not included in the annual budget shall be justified and forwarded to the Director of Administrative and Financial Services for consideration.

2.5 The SHERIFF shall furnish to and maintain for the benefit of the VILLAGE, without additional cost therefore, 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 as necessary to maintain the level of service to be rendered hereunder, except as included under Article 4. Clerical and administrative support shall be provided by the SHERIFF under the direction of the District Commander.

ARTICLE 3 – OTHER RESPONSIBILITIES

3.1 Employment Responsibility

- A. All sheriff's deputies and other persons employed by the SHERIFF in the performance of such services, functions, and responsibilities, as described and contemplated herein, for the VILLAGE are deemed Palm Beach County Sheriff's Office employees during the duration of this Agreement.
- B. 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 VILLAGE shall not be called upon to assume any liability for, or direct payment of, any salaries, wages, contribution to the Florida Retirement System, insurance premiums or payments, workers' compensation benefits under Chapter 440, Florida Statutes, or any other amenities of employment to any SHERIFF personnel performing services, duties, and responsibilities hereunder for the benefit of the VILLAGE and residents thereof.

3.2 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 services, duties, and responsibilities as described and contemplated herein.
- B. The VILLAGE does hereby vest in each deputy sheriff, to the extent allowed by law, the police powers of the VILLAGE which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such deputy sheriff.

3.3 The SHERIFF shall maintain the District Office in a clean condition, free from debris, normal use excepted. The SHERIFF further agrees not to destroy, deface, damage, impair, or remove any part of the District Office and shall be responsible for the repair or replacement of such property.

3.4 The SHERIFF shall provide to the VILLAGE two (2) copies of the SHERIFF's general orders, including any updates and amendments added after publication.

ARTICLE 4 – VILLAGE RESPONSIBILITIES

4.1 District Office Space.

- A. The VILLAGE has entered into an agreement with Wellington Mall, Ltd. to provide office space within its municipal boundaries, which is adequate in size, configuration, and accessibility to coordinate and carry out law enforcement services within the VILLAGE.

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- B. The VILLAGE agrees to maintain and keep in good repair, or cause to be maintained or repaired, to include necessary building / ground maintenance, pest control, alarm services, and janitorial services for those facilities designated as the District Office. The SHERIFF shall maintain the District Office in a clean condition, free from debris, with normal use excepted. In the event the SHERIFF, his employees, or appointees destroy, deface damage, impair, or remove any part of the District Office, the SHERIFF will be responsible, to the extent permitted by law, for repairing or replacing such property.
- C. Future space planning shall be coordinated with the SHERIFF and the VILLAGE. The final decision shall be the responsibility of the VILLAGE.
- D. The VILLAGE shall be financially responsible for all fixtures, furnishings, equipment, and costs related to the operation of the District Office, including costs which may be incurred in the relocation of the District Office during the term of this Agreement. Fixtures, furnishings, equipment, and costs related to the operation of the District Office are defined as desks, chairs, lamps, lights, telephones, facsimile machines, photocopiers, office supplies, and any other piece of personal property which is reasonable and necessary for the proper functioning of a District Office office space. Any fixtures, furnishings, and equipment located in the District Office purchased by the SHERIFF prior to the time this Service Agreement is executed, and any other property purchased by the SHERIFF for the District Office during the term of this Service Agreement, are and will remain the property of the SHERIFF. Any fixtures, furnishings, and equipment purchased by the VILLAGE are and will remain the property of the VILLAGE, unless otherwise donated or released to the SHERIFF.
- E. The use and occupancy by the SHERIFF of the District Office shall include the use in common with others entitled thereto of the automobile parking areas, driveways, pathways, entranceways, means of ingress and egress, loading and unloading facilities, and other facilities as may be designated from time to time by the VILLAGE; subject, however, to the terms and conditions of this Service Agreement.
- F. The VILLAGE shall, during the term of this Agreement, 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 VILLAGE and the SHERIFF in the event of claims relating to the District Office or damage/destruction of the District Office provided to the SHERIFF under this Agreement. The VILLAGE shall provide a copy of its insurance policy to the SHERIFF within thirty (30) days of the effective date of this Agreement.

G. If for any reason the VILLAGE fails to provide the SHERIFF with a District Office as required above, the SHERIFF is relieved from his obligation to provide, inside the boundaries of the VILLAGE, those contracted or future contracted administrative services, including all positions indicated in this agreement and such other services which require a physical structure within the VILLAGE. All such positions indicated in this agreement will be relocated to the SHERIFF'S main headquarters office and will carry out their job functions as required under this Service Agreement, and the VILLAGE will pay for those services while performed at the SHERIFFS main headquarters office.

H. The VILLAGE'S failure to provide the SHERIFF with a District Office will require the Sheriff's Deputies to attend roll call at the SHERIFF'S headquarters, and any additional travel time incurred will, as agreed upon by the VILLAGE and the SHERIFF, be either part of the contracted hours or will be billed at the contracted hourly rate.

- 4.2 The VILLAGE shall provide two (2) copies of VILLAGE ordinances as adopted and two (2) copies of the Code of Ordinances with updates as received.

ARTICLE 5 – CONSIDERATION

- 5.1 The total amount due for all services beginning October 1, 2006 through September 30, 2007, excepting those costs identified and funded in Article 5.5 and 5.6 shall be \$5,630,438.00.
- 5.2 The total amount due for all law enforcement services for subsequent years shall be based upon the proposed costs submitted by the SHERIFF during the VILLAGE'S budget process and approved by the VILLAGE council.
- 5.3 Additional law enforcement services as set forth in Article 2.1 D shall be compensated at a rate of \$41.80 per hour and will be billed by the SHERIFF to the VILLAGE on a monthly basis. This rate is subject to annual review and change upon agreement between the VILLAGE and SHERIFF.
- 5.4 The SHERIFF shall invoice the VILLAGE within ten (10) days of the close of each month. Payments shall be made in equal monthly increments and shall be remitted to the SHERIFF by the 25th day of the month following the receipt of the invoice.
- 5.5 The VILLAGE shall fund the cost of any third-party agreements related to the performance of this Law Enforcement Services Agreement, including additional crime analysis and audit functions as determined necessary and approved by the VILLAGE.
- 5.6 The VILLAGE shall fund the lease of the Wellington District Office.

- 5.7 The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein. The VILLAGE shall have no further monetary obligations to the SHERIFF.

ARTICLE 6 – AUDIT OF RECORDS

- 6.1 The VILLAGE 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.
- 6.2 All records and other information requested by the VILLAGE will be furnished or made available by the SHERIFF to the VILLAGE within thirty (30) days of the initial request.
- 6.3 Records not prepared by the SHERIFF in the ordinary course of business may be provided as the VILLAGE and the SHERIFF may agree.
- 6.4 The VILLAGE may elect to perform the audit itself or to have an outside third party do so.

ARTICLE 7 – FINES AND FORFEITURES

- 7.1 Law Enforcement Education Funds.

All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for the VILLAGE pursuant to Section 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 VILLAGE receives or may hereinafter receive by way of entitlement programs, grants, or otherwise in connection with police or law enforcement activities.

- 7.2 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 VILLAGE consistent with the distribution requirements of Section 318.21 Florida Statutes.

- 7.3 Unclaimed Property.

The VILLAGE and the SHERIFF do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair the VILLAGE'S right to the disposition of proceeds and forfeitures arising under the sale or

disposition of unclaimed property or under any statutory or common law proceeding to which the VILLAGE would otherwise be entitled.

7.4 Law Enforcement Trust Funds.

- A. The SHERIFF agrees that if a Sergeant, Deputy Sheriff, or Motor Unit (Road Patrol Units) contracted for under this Service Agreement or other SHERIFF'S investigative unit initiates an investigation and seizure of property or currency for forfeiture pursuant to Chapter 932, Florida Statutes, within the VILLAGE boundaries, and a forfeiture action is commenced resulting in the property or currency being forfeited to the SHERIFF, the proceeds of the seizure, less expenses as set forth below, will be deposited into a Law Enforcement Trust Fund (LETf) established by the VILLAGE.
- 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. If the SHERIFF is unsuccessful in obtaining a forfeiture of property or currency seized pursuant to Article 7.4 A, the VILLAGE will reimburse the SHERIFF for those expenses incurred by the SHERIFF as set forth in Article 7.4B.
- D. The District Commander may apply for the use of such funds if such application is in compliance with Federal Forfeiture Law and Florida Statutes with approval by the VILLAGE. Upon appropriation, such funds shall be made available to the SHERIFF for its designated use within the confines of the VILLAGE.

7.5 Alarm Ordinance Fines and Fees.

The VILLAGE shall be entitled to receive all fines and alarm permit revenues generated pursuant to the Palm Beach County Alarm Ordinance as currently adopted and as it may be amended from time-to-time.

7.6 VILLAGE Ordinances Fines and Fees.

The VILLAGE shall be entitled to all fines and other revenues generated pursuant to the enforcement of municipal ordinance violations and the enforcement of state law violations.

- 7.7 The monthly reporting as provided in Section 2.3 (B) (6) shall include a complete and detailed accounting of Fines and Forfeitures.

ARTICLE 8 – INSURANCE

- 8.1 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.
- 8.2 Self-insurance funds necessary to cover general liability and automobile liability will remain throughout the term of this Agreement, as the same may be extended in accordance with provisions hereof.

ARTICLE 9 – HOLD HARMLESS

- 9.1 To the extent permitted by Florida law and without waiving any statutory and constitutional Sovereign Immunity protections, the SHERIFF holds the VILLAGE harmless from 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 indemnify the VILLAGE for any and all damages, judgments, claims, costs, expenses, including reasonable attorneys' fees, which the VILLAGE 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 VILLAGE 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 intentional or negligent acts of the VILLAGE, its employees, agents, servants, visitors, and/or any other third parties.

- 9.2 To the extent permitted by Florida Law and without waiving any statutory and constitutional Sovereign Immunity protections, the VILLAGE holds the SHERIFF harmless from 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 VILLAGE while in the performance of this Agreement, and the VILLAGE shall 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 VILLAGE while in the performance of this Agreement.

In no event shall the VILLAGE 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 10 – INDEPENDENT CONTRACTOR

- 10.1 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 3.

ARTICLE 11 – TERM

- 11.1 This Agreement shall remain in full force and effect commencing October 1, 2006 and ending September 30, 2011, all dates inclusive, unless the Agreement is otherwise extended or terminated in accordance with the terms thereof.
- 11.2 In the absence of a notice of termination in accordance with Article 12, this Agreement shall automatically renew annually subject to the budget proposal by the SHERIFF and subsequent approval by the VILLAGE.

ARTICLE 12 – TERMINATION

- 12.1 The VILLAGE 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 eightieth (180) 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 Village Manager.

ARTICLE 13 – TRANSITION

- 13.1 In the event of the termination or expiration of this Agreement, the SHERIFF and the VILLAGE shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the SHERIFF'S Office to a VILLAGE Police Department, and to maintain during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of the VILLAGE pursuant to the terms hereof.
- 13.2 In the event of termination or upon expiration of this agreement, the VILLAGE shall retain ownership of all equipment, furnishing and fixtures funded and acquired through any separate law enforcement service agreement between the SHERIFF and the VILLAGE.
- 13.3 The VILLAGE shall have the option to purchase from the SHERIFF any equipment, fixtures, and furnishings acquired by the SHERIFF independent of this Law Enforcement Services Agreement between the SHERIFF and the

VILLAGE. 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 14 – AUTHORITY TO EXECUTE; NO CONFLICT CREATED

- 14.1 The SHERIFF, by his execution hereof, does hereby represent to the VILLAGE 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 himself and the Palm Beach County Sheriff's Office.
 - B. This Agreement shall be enforceable by the VILLAGE according and to the extent of the provisions hereof.
- 14.2 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.
- 14.3 The Village 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 Village of Wellington, pursuant to Resolution No. R2006-_____ of the Village Council.
- 14.4 Nothing herein contained is any way contrary to or in contravention of the Charter of the Village of Wellington or the laws of the State of Florida.

ARTICLE 15 – NOTICE

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

VILLAGE MANAGER:
Charles H. Lynn
14000 Greenbriar Boulevard
Wellington, FL 33414

VILLAGE ATTORNEY:
Jeff Kurtz, Esq.
14000 Greenbriar Boulevard
Wellington, FL 33414

DIRECTOR OF COMMUNITY SERVICES
Paul Schofield, AICP
12794 W. Forest Hill Blvd. Suite 23
Wellington, FL 33414

SHERIFF:

Ric L. Bradshaw
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406

SHERIFF'S LEGAL ADVISOR:

Colonel Joseph A. Bradshaw, Jr.
Department of Legal Affairs
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406

ARTICLE 16 – NON-ASSIGNABILITY

- 16.1 The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon the written consent of the Village Council, which consent must be evidenced by a duly passed resolution.

ARTICLE 17 – THIRD PARTIES

- 17.1 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 claimed 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 18 – JOINT PREPARATION

- 18.1 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 19 – ENTIRE AGREEMENT

- 19.1 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:

VILLAGE OF WELLINGTON, FLORIDA

By: Awilda Rodriguez
Awilda Rodriguez, Village Clerk

By: Thomas M. Wenham
Thomas M. Wenham, Mayor

Dated: 9/26/06

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
Village Attorney

ATTEST:

SHERIFF OF PALM BEACH COUNTY

By: Mason M. Cleavin

By: [Signature]

Dated: 10/04/06

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
Sheriff's Legal Advisor

EXHIBIT A

During the first year of this Agreement, commencing on October 1, 2006, the SHERIFF shall provide additional staffing comprised of six (6) deputies and eight (8) school crossing guards. These new positions shall supplement all existing positions provided in the previous fiscal year (05/06). For the remaining term of this Agreement, staffing level recommendations shall be included in the annual Law Enforcement Services Plan.

Staffing Comparison:

Position	05/06	06/07
Captain	1	1
Lieutenant	1	1
Road Patrol Sergeant	6	6
Deputy Sheriff	40	46
Criminal Justice Planner	1	1
Problem Oriented Police	2	2
Administrative Secretaries	2	2
Law Enforcement Aide	1	1
School Crossing Guard	34	42

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RESOLUTION NO. R2007-166

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE FIRST AMENDMENT TO THE LAW ENFORCEMENT SERVICES AGREEMENT WITH PALM BEACH COUNTY SHERIFF'S OFFICE, FOR LAW ENFORCEMENT SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, On September 26, 2006, Village Council approved the Law Enforcement Service Agreement effective October 10, 2006 for a period of five years subject to approval by Council of annual budget proposals by the Sheriff's Office to provide law enforcement services for the Village of Wellington; and

WHEREAS, Article 5.2 of the Agreement provides that the total amount due for all law enforcement for subsequent years shall be based upon the proposal submitted by the Sheriff's Office during the Village's budget process and approved by the Village Council; and

WHEREAS, the total amount of compensation for the Fiscal year 2007/2008 shall be \$6,346,436.00, an increase from \$5,630,438.00 for Fiscal Year 2006/2007, and which includes two additional Deputy Sheriffs/ Detectives and 11 additional crossing guards, as set forth in First Addendum to the Law Enforcement Service Agreement attached hereto; and

WHEREAS, Staff recommends that the Village Council approve the proposed First Addendum to the Law Enforcement Service Agreement between the Village and the Palm Beach County Sheriff's Office.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA, that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified as being true and correct.

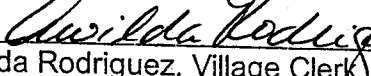
SECTION 2. The Village Council hereby approves the First Addendum to the Law Enforcement Service Agreement by and between the Palm Beach County Sheriff's Office and the Village of Wellington, attached hereto as Exhibit "A", and hereby authorizes the Mayor and Village Clerk to execute the Agreement.

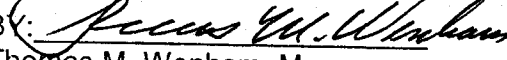
SECTION 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 13th day of November, 2007.

ATTEST:

VILLAGE OF WELLINGTON, FLORIDA

BY: 
Awilda Rodriguez, Village Clerk

BY: 
Thomas M. Wenham, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY: 
Jeffrey S. Kuriz, Village Attorney