

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: April 7, 2009

☒ 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 \$90,000 in the General Fund for security services provided by the Palm Beach County Sheriff's Office to the Lake Worth Community Redevelopment Agency for the period February 1, 2009 through September 30, 2009.

Summary: The budget amendment includes the cost for one (1) additional Deputy as set forth in the contract between the Palm Beach County Sheriff's Office and the Lake Worth Community Redevelopment Agency, effective February 1, 2009. The contract provides for the option to renew. Countywide (DW)

Background and Justification: The request for services by the County occurred after the submission of the Sheriff's FY 2009 budget to the Board of County Commissioners.

Attachments:

1. Budget Amendment
2. Law Enforcement Service Agreement dated January 28, 2009

RECOMMENDED BY:

DEPARTMENT DIRECTOR

DATE

APPROVED BY:

ASSISTANT COUNTY ADMINISTRATOR

DATE

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	0				
Operating Costs	\$90,000	\$	\$	\$	\$
External Revenues	(\$90,000)				
Program Income (County)					
In-Kind Match (County)	0				
Net Fiscal Impact	0	\$	\$	\$	\$
# Additional FTE Positions (Cumulative)	1	1	1	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:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

3/18/09 3/25/09
OFMB 3/13/09

3/25/09
Contract Administration

B. Legal Sufficiency:

3/26/09
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

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 03/07/09	REMAINING BALANCE
<u>Revenues</u>								
<u>Governmental Contracts</u>								
160-2608-4210	Charges for Police Services	1,748,979	1,748,979	90,000	0	1,838,979		
	<u>REVENUES</u>	<u>\$ 982,828,890</u>	<u>\$ 997,498,630</u>	<u>\$90,000</u>	<u>\$0</u>	<u>\$997,588,630</u>		
<u>Sheriff - Court Services</u>								
160-1601-9498	Transfer to Sheriff's Office Fund	303,909,929	317,954,401	90,000	0	318,044,401		
	<u>TOTAL FUND EXPENDITURES</u>	<u>\$ 982,828,890</u>	<u>\$ 997,498,630</u>	<u>\$90,000</u>	<u>\$0</u>	<u>\$997,588,630</u>		

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

Signatures

Date

By Board of County Commissioners
At Meeting of April 7, 2009

Deputy Clerk to the
Board of County Commissioners

[Signature]
A 3/16/09

[Signature]
3/16/09

LAW ENFORCEMENT SERVICE AGREEMENT

This Agreement was made and entered into on the 28th day of JANUARY, 2009, between Ric L. Bradshaw, Sheriff of Palm Beach County, Florida, hereinafter referred to as the Sheriff, and Lake Worth Community Redevelopment Agency, a public body corporate and politic, duly created and operated pursuant to Chapter 163, Florida Statutes, located in Palm Beach County, Florida which will hereinafter be referred to as Lake Worth CRA.

Whereas, the Lake Worth CRA, pursuant to its authority as provided in Section 163.370, Florida Statutes, wishes to contract with the Sheriff for performance of law enforcement / security services and related functions 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 Lake Worth CRA intent to secure the service of one deputy sheriff within the boundaries of the Lake Worth CRA for 40 hours per week. It is Lake Worth CRA's desire to have a high profile patrol to promote a higher degree of protection and security for the property, residents, businesses, and visitors within the boundaries of the Lake Worth CRA. The Lake Worth CRA shall provide an outline of specific problems to be addressed by the Sheriff and services desired to be 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 which comprises the Lake Worth CRA. The Sheriff shall exercise the authority granted to him by the laws of the State of Florida and as prescribed by 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. Additional hours per week will be secured through PBSO Extra-Duty Permit agreements at the then current extra-duty permit hourly rate. Specific duty hours and days of service will vary depending on assessed need, and they will be adjusted by agreement between the liaison representing Lake Worth CRA and the Captain of District 14 of the Sheriff's Office.

4. Persons employed in the performance of services provided are appointees of the Sheriff and not employees of Lake Worth CRA. As appointees of the Sheriff they receive all benefits, training and promotion opportunities provided by the Sheriff.
5. The initial term of this Agreement shall be eight (8) months, beginning February 1, 2009 and ending on September 30, 2009. 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, for the contracted 40 hours/week, during the initial term of the Agreement shall be \$90,000.00. Monthly payments shall be in the amount of \$11,250.00. 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.

Additional hours secured through extra-duty permits will be billed separately through the Extra-duty permits office.

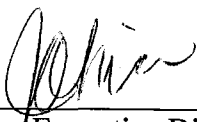
6. This Agreement may be cancelled by the Sheriff or Lake Worth CRA for any reason after sixty days written notice has been provided to the other party.
7. This Agreement may be modified only if such modification is in writing and signed by both parties.
8. The exchange of information by and between the authorized representatives of the parties to this Agreement shall be as follows:
 - A. The authorized representative for Lake Worth CRA shall be its Executive Director, at (561) 493-2550, 29 South J Street., Unit 1, Lake Worth, Florida 33460.
 - B. The authorized representative of the Sheriff is the Major of Agency Operations, Palm Beach County Sheriff's Office (561)

688-3188, 3228 Gun Club Road, West Palm Beach, Florida 33406,
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 Lake Worth CRA 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. Lake Worth CRA shall indemnify and hold harmless the Sheriff, his deputies, agents, and employees against any actions, claims or damages arising out of Lake Worth CRA, and its officers' 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 Lake Worth CRA, and in the case of the Sheriff, Palm Beach County Sheriff's Office, Attention: Agency Operations Major, 3228 Gun Club Road, West Palm Beach, Florida 33406.
11. This Agreement is non-assignable.
12. If a party to this Agreement intends to provide any publicity, public relations, advertisements or signs with respect to any activities conducted in association with this Agreement, the party intending to publicize the activity shall obtain the other party's approval of the materials being used to advertise the activity prior to the materials being posted.

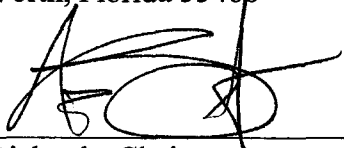
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

ATTEST




Joan Oliva, Executive Director

Lake Worth Community
Redevelopment Agency
29 South J Street, Unit 1
Lake Worth, Florida 33460

By: 

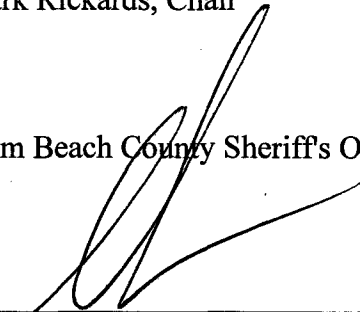
Mark Rickards, Chair

ATTEST:



Michael Veccia, Major

Palm Beach County Sheriff's Office



Ric L. Bradshaw, Sheriff