

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$442,491</u>	<u>\$462,403</u>	<u>\$483,211</u>	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT*	<u>442,491</u>	<u>462,403</u>	<u>483,211</u>	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Proposed Budget?			Yes <u>x</u>	No _____	
Budget Account No.:	Fund <u>1222</u>	Department <u>380</u>	Unit <u>3162</u>	Object <u>3405</u>	Program _____

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

* Funds to operate this PBSO security patrol on the conservation lands and natural areas is requested for FY 2011 within the Agricultural Reserve (Conservation Lands) Management Fund (1222).

C. Department Fiscal Review:

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III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Dev. and Control Comments:

Funds for Law Enforcement Patrol
0001-160-2624-4210 for PBSO

Future Fiscal years 2012 + 2013 not yet budgeted

[Handwritten signature]

[Handwritten signature]
Contract Development and Control
[Handwritten signature] 8/3/10

OFMB *[Handwritten initials]*
[Handwritten dates: mcb 8/2/10, 7/18/10, 8/1/10, 7/29/10]

B. Legal Sufficiency:

[Handwritten signature]
Assistant County Attorney

C. Other Department Review:

Department Director

Background and Policy Issues (cont.):

The presence of law enforcement officers on the conservation lands and natural areas is important to preserve these lands now and in the future. Regular full-time PBSO deputies provide for consistency in enforcement of the Natural Areas Ordinance and protection of the natural areas. The Agreement delineates ERM's expectations and Agreement payment methodologies (including an 8% cap on the increase per year), and provides for an operating profile for work to be accomplished, including reporting guidelines. Implementation of the Agreement with a reduced PBSO presence will likely result in a less effective law enforcement presence on the natural areas.

Attachment 1

**Law Enforcement Service Agreement for Conservation Lands and Natural Areas
of Palm Beach County**

This Agreement is made and entered into on the _____ day of _____, 2010, between the Palm Beach County Sheriff's Office and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida, hereinafter referred to as "Sheriff," and Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", hereinafter referred to collectively as the "parties."

WITNESSETH

WHEREAS, the County owns over 35,000 acres of conservation lands and natural areas, collectively referred to hereinafter as "Natural Areas" as identified in Attachment "A" to this Agreement, which is incorporated by reference and forms a part of this Agreement; and

WHEREAS, the County passed Ordinance 94-13, known as the Natural Areas Ordinance, to regulate activities within the Natural Areas by prohibiting illegal access and activities and by promoting only passive recreational activities within the Natural Areas; and

WHEREAS, the County wishes to have a high profile patrol in its Natural Areas to promote a high degree of protection and security for the Natural Areas, wildlife, and members of the public who visit the Natural Areas; and

WHEREAS, from 2001 to the present, the Sheriff has provided law enforcement for the County's Natural Areas (# R-2001-2048, R-2005-1361, R-2007-1634), and the County and the Sheriff wish to continue to contract for performance of law enforcement services within the Natural Areas of the County; and

WHEREAS, current budget constraints require the County to utilize a contingent of four Sheriff's deputies to perform law enforcement services in the County's Natural Areas, with the possibility of adding one additional deputy during any year that additional funding is secured;

WHEREAS, the parties wish to enter into an agreement for law enforcement services in and around the County's Natural Areas that provides for a minimum level of deputies and provides for the addition of up to a maximum of five deputies, if additional funding sources can be obtained.

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the Sheriff and the County agree as follows:

1. Recitals

The recitals set forth above are true and correct and form a part of this Agreement.

4

2. Location of Law Enforcement Services

- a) The Sheriff shall provide law enforcement services, hereinafter referred to as "Services", within the geographical area located within the Natural Areas identified in Attachment "A" and around the perimeter of such areas. The parties agree that Attachment "A" may be amended by written consent of the parties if the County acquires additional Natural Areas.
- b) In addition to providing Services within the Natural Areas, the Sheriff shall provide Services in the C-18 canal right-of-ways that border or provide access to the Natural Areas.

3. Scope of Law Enforcement Services

- a) In providing Services to the Natural Areas, the Sheriff shall exercise the authority granted to him by the Constitution and the laws of the State of Florida and as prescribed in Article 8, Section 4, of the Florida Constitution, and Chapters 30 and 316, Florida Statutes, and the Palm Beach County Code.
- b) The County shall describe the Services in the Outline of Services, identified as Attachment "B" and incorporated herein, and identify specific problems to be addressed by the Sheriff and services to be performed by the Sheriff. The Sheriff shall review and adopt the County's Outline of Services and use it as the operating guide for the Services provided under this Agreement.

4. Term of the Agreement

The Sheriff shall provide Services for a three year period starting on October 1, 2010, and ending on September 30, 2013. This Agreement may be renewed by the parties in writing not less than thirty (30) days prior to the last day of the Agreement.

5. Provision of Supplies

- a) The Sheriff shall furnish and supply all necessary labor, supervision, equipment (including four-wheel drive and all-terrain vehicles (ATVs) and supplies necessary to maintain the service level provided in the Outline of Services.
- b) The Sheriff shall provide sufficient funds for helicopter fuel to assist in defraying the cost incurred by the Sheriff's aviation unit when providing assistance to the Agreement deputies in their off-road patrols.
- c) The Sheriff shall provide GPS location devices and photographic cameras to document the location and nature of illegal activities occurring within the Natural Areas and the C-18 canal right-of-ways, particularly those activities involving the operation of ATVs and other vehicles.

6. Personnel

- a) All law enforcement officers performing Services in the Natural Areas and the C-18 canal right-of-ways under this Agreement will remain employees of the Sheriff and not of the County. The Sheriff will be responsible for supervising, disciplining, and setting policies pertaining to terms and conditions of employment for those employees performing Services in the Natural Areas and the C-18 canal right-of-ways.
- b) The Sheriff shall provide at least four (4) full-time deputies to perform Services in the Natural Areas and the C-18 canal right-of-ways as provided in the Outline of Services. The deputies will be chosen by the Sheriff. The term "full-time" means a deputy who works a minimum of 40 hours per week, notwithstanding approved training, sick leave, or compensatory leave. The Sheriff shall provide Services for a minimum of 160 hours per week and will schedule specific duty hours and days of service based on assessed need. The assessed need will be determined by the Sheriff after consultation with the County's liaison.
- c) An additional deputy, up to a maximum of five (5) total, may be added to the level of service provided by this Agreement if additional funding is obtained by the County. In the event that the level of service is increased by way of a written addendum to this Agreement, the Sheriff shall provide such Services for an additional 40 hours per week per added deputy.

7. Payment

- a) The County will pay a total of \$442,491.00 for Services rendered and equipment used in the first year of the Agreement. Monthly payment for Services, beginning on October 1, 2010 and ending on September 30, 2011, will be \$36,874.25. This payment is based on the cost of \$9,218.56 per deputy per month.

If the County is able to obtain additional funding to pay for an additional deputy, the rate of \$9,218.56 per deputy per month is the rate that will be used to fund additional deputy positions, during the first year of this Agreement. If the County is able to obtain additional funding to pay for an additional deputy in the second or third year of this Agreement, the rate per deputy per month shall be based upon the amount set in that respective year as provided for in paragraph 7.e, which shall be prorated per month.

- b) Payments will be due on the 25th day of the month preceding the month for which payment is due.
- c) Payments not received by the first day of the month for which payment is due will be considered delinquent.

- d) If payment for any month is not received by the last day of the month for which payment is due, the Sheriff will not be obligated to perform further Services under this Agreement until all due payments have been tendered.
- e) The amount due for Services rendered in the second and third fiscal years of this Agreement will be adjusted and set annually by the Sheriff by October 1st of each year. The Sheriff will determine the adjusted amount based on actual costs incurred by the Sheriff for cost of living and merit increases for the Sheriff's employees, and the actual costs incurred by the Sheriff for any other item included in this Agreement. However, any increase in the amount due for Services shall not exceed eight (8) percent in any year. The Sheriff will provide the County with written notification of the increase at least sixty (60) days prior to October 1st of the fiscal year in which the proposed increase will go into effect.

8. Reporting and Documentation of Illegal Activities in the Natural Areas

The Sheriff will document and maintain records of illegal activity in the Natural Areas and the C-18 canal right-of-ways as required by the Sheriff's internal policies and by Florida Statutes. The Sheriff will further report and provide documentation of illegal activity in the Natural Areas and the C-18 canal right-of-ways to the Palm Beach County Department of Environmental Resource Management as provided for in this Agreement and in the Outline of Services.

9. Termination

This Agreement may be terminated by either party for any reason upon sixty (60) days' written notice.

10. Modification

No additions, alterations, or variations from the terms of this Agreement will be valid, nor can the provisions of this Agreement be waived by either party, unless such addition, alteration, variation, or waiver is expressed in writing and signed by the parties hereto.

If additional funds are available in any given year for an additional deputy, the Director of Environmental Resources Management is authorized to execute an addendum to this Agreement in accordance with paragraphs 6.c and 7.a.

11. Funding

This Agreement is expressly contingent upon annual appropriations by the Palm Beach County Board of County Commissioners for the purposes of this Agreement. If the Palm Beach County Board of County Commissioners does not allocate funds for the purposes of this Agreement for any year of the Agreement, neither the Sheriff nor the County will be obligated to perform under the terms of this Agreement. The County is seeking additional funding to pay for additional deputies; however, the County makes no representation that such funding will be obtained.

7

12. Notice and Exchange of Information

Notices and exchanges of information required under this Agreement will be made as follows:

The County's liaison and authorized representative will be Richard E. Walesky, Director, Department of Environmental Resource Management, (561) 233-2400, West Palm Beach, Florida, or his designee. All notices required under this Agreement will be deemed sufficient if provided in writing and mailed via first class mail to Richard Walesky at 2300 North Jog Road 4th Floor, West Palm Beach, Florida 33411, with a copy to the Palm Beach County Attorney's Office, Care of: Attorney for the Department of Environmental Resources Management; 301 North Olive Avenue, 6th Floor, West Palm Beach, Florida 33401.

The Sheriff's authorized representative will be Daniel R. Smith, Major, Palm Beach County Sheriff's Office, (561) 681-4520, West Palm Beach, Florida, or his/her successor. All notices required under this Agreement will be deemed sufficient if provided in writing and mailed via first class mail to Palm Beach County Sheriff's Office, Attention: Daniel R. Smith, Major, P.O. Box 24681, West Palm Beach, Florida 33416.

13. Indemnification

The parties agree and understand that the Sheriff is a duly elected Constitutional Officer of the State of Florida, who derives his legal authority from the Florida Constitution and the laws of the State of Florida. To the extent permitted by Florida law, the Sheriff shall indemnify, defend and hold the County harmless from and against any and all manner of actions, claims or damages, of any kind whatsoever, in law or in equity, which may arise out of the acts, errors or omissions - of the Sheriff, his deputies, agents, servants, and employees in furtherance of this Agreement.

14. Sovereign Immunity

Nothing in this Agreement will constitute a waiver of each party's right to sovereign immunity under the Florida Constitution and the laws of the State of Florida

15. Applicable Law

Any litigation arising from or relating to this Agreement will be governed by the laws of the State of Florida and the venue in any such proceeding will be exclusively in Palm Beach County, Florida.

16. Severability

In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held to be invalid by a court of competent jurisdiction, such will not affect the remaining portions of this Agreement and the same will remain in full force and effect.



17. Enforcement Costs

Any costs or expenses, including reasonable attorney's fees, associated with the enforcement of the terms or conditions of this Agreement will be borne by the respective parties.

18. Entirety of Agreement

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

19. Counterparts

This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, all of which together will constitute one (1) and the same instrument.

20. Captions

The captions and section designations set forth herein are for convenience only and have no substantive meaning.

21. Effective Date

This Agreement shall take effect upon the date of execution by the parties hereto.

22. Assignment

This Agreement is not assignable by either party.

9

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

Signed in the presence of witnesses:

ATTEST:

PALM BEACH COUNTY, FLORIDA
By Its Board of County Commissioners

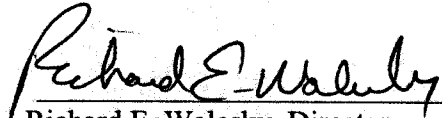
By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair

APPROVED TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS
AND CONDITIONS:

County Attorney


Richard E. Walesky, Director
Department of Environmental Resource
Management

Date: _____

PALM BEACH COUNTY SHERIFF'S OFFICE

Witness:

By: _____
Daniel R. Smith, Major

By: _____
Ric L. Bradshaw, Sheriff

ATTACHMENT A: LIST OF COUNTY CONSERVATION LANDS AND NATURAL
AREAS

Acreage Pines
Ag Reserve Lands
C-18 Triangle and C-18 canal right-of-ways
Corbett/Lox Refuge Connector
Cypress Creek
Delray Oaks
Delaware Scrub
East Conservation Area
Frenchman's Forest/Prosperity Oaks
Highridge Scrub
Hungryland Slough
Hypoluxo Scrub
Jackson Riverfront Pines
Juno Dunes
Jupiter Inlet
Jupiter Ridge
Lake Okeechobee Connector
Lake Park Scrub
Limestone Creek
Loxahatchee Slough
North Jupiter Flatwoods
Pine Glades
Pawpaw Preserve
Pond Cypress
Pond Hawk
Rosemary Scrub
Royal Palm Beach Pines
Seacrest Scrub
Sweetbay
Winding Waters
Yamato Scrub

**Attachment B: Operating Profile for PBSO Deputies Providing
Law Enforcement Security For Conservation Lands and
County Natural Areas**

It is the intent of the Environmental Resources Management Department (ERM) to have the Palm Beach County Sheriff's Office (PBSO) provide law enforcement services with a high visibility profile on the County Natural Areas managed by ERM. The following operating guide has been established to describe those services.

- A. The primary focus for the deputies is the enforcement of County ordinance 94-13, known as the Natural Areas Ordinance. Other appropriate laws dealing with trespass, discharge of firearms, and arson are also important. Areas of primary concern for ERM include, but are not limited to:
- Unauthorized vehicles (including mountain bikes) and destruction of wetland habitats
 - Discharge of firearms and/or fireworks
 - Poaching of wildlife and collecting of native plants
 - Fires and loud noises that disturb wildlife (e.g., teenager bonfire parties)
 - Domestic pets (particularly dogs and cats)
 - Camping (requires permit from ERM)
 - Horseback riding (requires permit from ERM)
- B. ERM shall supply the deputies with original maps of the Natural Areas to be patrolled. The PBSO shall be responsible for maintaining the original maps and providing any necessary copies to the deputies on patrol. As new Natural Areas are acquired by the County, ERM will supply additional original maps to the PBSO of those Natural Areas that require patrol by the PBSO, ERM will provide initial training to the PBSO deputies concerning the access gates to and trail systems on the Natural Areas, as well as any known trouble spots on the various Natural Areas. Once this initial training is accomplished, it shall be the PBSO's responsibility to train new deputies added to the Natural Areas detail team to either temporarily or permanently replace existing team deputies.
- C. Deputies shall patrol the Natural Areas covered by this agreement at least twice per week, weather and site conditions permitting, and more often if illegal activities on a site warrant more frequent patrols. The patrols should include access gates and boundary perimeters during each visit and patrols through the interior of the larger more remote sites at least twice per month. Deputies will keep field logs (notes) of their observations during the patrols and record the hours spent patrolling each Natural Area. In the event a serious incident is observed, such as a wildfire, large amounts of solid waste dumping, harassment of endangered species or poaching with an observed carcass (pigs, alligators, deer, etc.), vandalism to site infrastructure (e.g., gates, fences, public use

facilities in parking lot areas), the deputies shall contact ERM and other appropriate local, State or federal agencies, in order that they may investigate and rectify or repair any damages to the Natural Area. Patrol of canal rights-of-way adjoining the County's Natural Areas may require the deputies to also contact the appropriate drainage district responsible for the canals about damage to the canals and/or their berms or any gates left open or that are missing locks. Investigation of tire tracks, especially by swamp buggies and all-terrain vehicles (ATVs) should be conducted in an attempt to identify the points used to gain access to the Natural Area and/or the owner of the vehicle. Small handheld Global Positioning System (GPS) units and digital or 35 mm cameras shall be used at all times to document break in points, tracks, locations of arrests and illegal activities, photo identification of vehicles and persons arrested for being involved in illegal activities on the Natural Areas and documentation of any damages caused by their activity. The field logs should note the GPS coordinates for arrest locations and/or locations of damage or vandalism. The field log should also note any increased activity by unauthorized vehicles on each of the Natural Areas, cut fences, missing gate locks, missing or damaged signs, packs of dogs or feral cats on the Natural Areas, illegal substances which may include the growing of marijuana on the Natural Areas, or any other unusual observations (e.g., patches of dead or dying vegetation larger than 15X15 feet). The deputies shall submit a summary of their field log observations to ERM on a bi-weekly schedule and report the hours spent on each Natural Area using the approved forms provided by ERM. The original activity logs will be made available to ERM for review upon request. Along with the activity log summary, the deputies shall provide the GPS coordinate information to ERM, in order that ERM employees may more efficiently locate areas where repairs are required to be made, and map the locations of illegal activities into ERM's database for further analysis of trouble spots on the Natural Areas.

- D. In order to assess the future equipment needs of the Natural Areas detail, damage to the vehicles used for the detail should be tracked. The importance of such information could lead to modifications of existing equipment (e.g., snorkels, tires, vents) or the purchase of new equipment better suited for that particular application. In the event a patrol or pursuit into a new area not previously patrolled results in damage to the PBSO vehicle or the vehicle becoming stuck, the tracked information should provide the GPS location and type of damage that occurred. The location should then be mapped so that future patrolling deputies can avoid that location during patrols or pursuits. It is often the case that frequent illegal ATV use occurs in areas where the experienced ATV rider, with local knowledge of the Natural Areas, will intentionally flee from deputies into deeper water in order to bog or break down the pursuing deputies' vehicles. These instances of damage to PBSO vehicles can be avoided by having knowledge of the Natural Areas (acquired from the damage tracking information) and by having deputies and the PBSO helicopter available to intercept the violators as they exit the Natural Area on a nearby road.

13

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- E. It is ERM's desire that the PBSO use an "almost zero-tolerance policy" for violators of the Natural Areas Ordinance. ERM interprets this policy to mean strict enforcement of the Ordinance, with some small amount of flexibility for common sense interpretation of the circumstances surrounding an infraction. Deputies shall provide ERM with an arrest log on a monthly basis. This log shall be supplied on a form provided by ERM to the PBSO. PBSO deputies shall also provide ERM with a written monthly report on the dispositions of the arrests. This report shall indicate the percentage of convictions as compared to total arrests made.
- F. This Operating Profile may be revised at any time upon the written approval of the revised profile by both ERM and the PBSO.