

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: October 21, 2014 (X) Consent () Regular
() Workshop () Public Hearing

Department

Submitted By: Environmental Resources Management
Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a revised standard form Interlocal Agreement with Palm Beach County Sheriff's Office (PBSO) for law enforcement services within the estuarine waters of Palm Beach County during manatee season.


Summary: On August 19, 2014, the Board of County Commissioners approved Resolution (R2014-1193) adopting a standard form Interlocal Agreement with law enforcement agencies for an increased presence in the estuarine waters of Palm Beach County. PBSO requested that provisions in the standard form Interlocal Agreement relating to the Inspector General's authority to review activities related to this Agreement be removed. Countywide (SF)


Background and Justification: This program has been highly effective, with approximately 12,140 hours of enhanced manatee patrols conducted resulting in a significant decrease in manatee mortalities since the program's inception. The enforcement activities take place during manatee season (November 15 through March 31).

Attachment:


1. Revised Standard Form Interlocal Agreement for the Palm Beach County Sheriff's Office

Recommended by:


Department Director


Date

Approved by:


County Administrator

10/7/14
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2015	2016
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes XX No
 Budget Account No.: Fund 1226 Department 380 Unit 3252 Object various
 Program

B. **Recommended Sources of Funds/Summary of Fiscal Impact:** Ad Valorem supported. Transfer to the Manatee Protection Program (in Natural Areas fund) dependent on annual appropriation.

C. Department Fiscal Review:

III. REVIEW COMMENTS

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

OFMB

Ak

Contract Development and Control

9-30-14

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

Alessandra Medri

From: Shannon Fox
Sent: Tuesday, September 09, 2014 7:52 AM
To: Alessandra Medri; Robert Robbins
Subject: FW: LESA - Manatee (ERM) new agreement - change from PBSO Legal
Attachments: Interagency agreements.

Alessandra/Rob,

I checked with Lenny about the Sheriff's refusal accept the IG language in our standard manatee contract. You can see his response below for future reference. If the Sheriff refuses to accept our standard language, this Contract will have to go to the BCC as a consent item requesting that the BCC approve the Contract (it cannot go as a receive and file since substantive changes are being made to the approved form) and the Agenda Item Summary should state that the Sheriff refused to accept the IG language in the standard form.

Call me if you have questions.

Shannon

From: Leonard W. Berger
Sent: Monday, September 08, 2014 4:42 PM
To: Shannon Fox
Subject: RE: LESA - Manatee (ERM) new agreement - change from PBSO Legal

Here's the backstory on this, but it really relates to a request to have the Sheriff enter into an agreement to actually pay the IG for services. I don't recall discussing the actual language in any contracts between the Sheriff and the County (maybe Dawn has dealt with this), but that is not a big issue in my mind. The IG ordinance does not require that language and otherwise says what it says: That the IG can do what is necessary to follow county dollars. If the IG wanted to get into this contract and the Sheriff protested, we just might go to court over it. Whether that language is in the contract though would not really matter much. I'd include a sentence in the Agenda Item summary to explain that the Sheriff has REFUSED(!) to include language acknowledging the IG's jurisdiction over the contract.

From: Shannon Fox
Sent: Monday, September 08, 2014 1:32 PM
To: Leonard W. Berger
Subject: FW: LESA - Manatee (ERM) new agreement - change from PBSO Legal

Do you know if our office has previously made the determination that any contracts with PBSO for law enforcement services do not need to include the Inspector General clause because the Sheriff is an independent constitutional officer? Isn't PBSO subject to being investigated by the Inspector General by virtue of its contract with the County for law enforcement services?

From: Alessandra Medri
Sent: Monday, September 08, 2014 10:34 AM
To: Shannon Fox
Subject: FW: LESA - Manatee (ERM) new agreement - change from PBSO Legal

Shannon,

Please review PBSO legal changes and let me know if that's okay.

Thank you

Alessandra Medri
Sr. Environmental Analyst
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411
(561) 233-2512 Ph
(561) 233-2414 Fax
amedri@pbcgov.org

From: Arriola, Tina L [<mailto:ArriolaT@pbso.org>]
Sent: Monday, September 08, 2014 10:31 AM
To: Alessandra Medri
Subject: LESA - Manatee (ERM) new agreement - change from PBSO Legal

Alessandra,

PBSO legal has reviewed the Manatee LESA, she is okay with the County's changes except for #11, where she has deleted language and provided a comment.

With her change, it is approved for legal sufficiency on our side, could you please check on your side.

Respectfully,

Tina Arriola
561-681-4524

Alessandra Medri

From: Leonard W. Berger
Sent: Tuesday, October 11, 2011 4:40 PM
To: Karen Marcus; Shelley Vana; Priscilla Taylor A.; Paulette Burdick P.; Jess Santamaria; Burt Aaronson; Steven Abrams
Cc: Denise Nieman; Robert Weisman
Subject: Interagency agreements.
Attachments: FW: Interagency Agreements

Denise asked me to respond to the attached email which is a request from Commissioner Santamaria to review the opinion prepared on behalf of the Florida Sheriff’s Association regarding Sheriff Bradshaw’s ability to subject his office to the local Commission on Ethics and Inspector General’s Office. The opinion asserts a couple of arguments to which I take exception, but two incontrovertible facts make any disagreement largely irrelevant. The first: the County cannot compel the Sheriff to subject his office to the County’s Code of Ethics or the Inspector General Ordinance. The second: well before the Sheriff’s Association opinion was generated, the Sheriff made it abundantly clear that he has no intention of agreeing to do so^[i]. Whether the Association’s opinion is perfect, or perfectly wrong (it is neither), there is little doubt that my review or the review of others, like the State Attorney or Attorney General, as was suggested, will change the Sheriff’s position. Given these realities, the following is a very brief overview of the Association’s opinion.

The Florida Sheriff’s Association opinion provides generally that state law preempts the county’s ability to subject law enforcement and corrections officers to local ethics laws and that our local code is redundant to the State Code of Ethics, which already applies to the Sheriff and his officers. Both sets of laws carry similar regulations, but the local code is clearly more stringent in a number of respects. For example, the local code regulates and in some cases prohibits gifts from all entities that do business with the employee’s agency. The state law has no such regulation. And while the state’s gift law applies only to a very narrow category of employee, the local code covers all employees. Our local code is not redundant.

The Association’s preemption argument is based largely on *Demmings v. Orange County Citizens Review Board*, 15 So.3d 604 (Fla. 5th DCA 2009), and on Law Enforcement Officers and Correctional Officers’ Bill of Rights, sections 112.531-112.534, Florida Statutes. Neither authority proves conclusive. The Bill of Rights provides the exclusive procedure “for investigating a complaint against a law enforcement and correctional officer and for determining whether to proceed with disciplinary action or to file disciplinary charges, notwithstanding any other law or ordinance to the contrary.”^[ii] This statute certainly preempts the field with regard to any state or local law that would attempt to establish different procedures for disciplinary proceedings against law enforcement officers, but the local code of ethics does no such thing. The code of ethics violations are brought before a civil hearing board that takes no part at all in disciplining law enforcement officers. In that regard, the local code of ethics is no different from the state code of ethics, which, as pointed out by the Association in its memo, clearly governs the Sheriff’s Office. If the State’s Code of Ethics does not conflict with section 112.533(1)(a), neither would our local code.

In *Demmings*, the court struck an Orange County Ordinance that established a board for hearing complaints of excessive force and abuse of power by police officers. The court struck the law because it directly conflicted with the Law Enforcement Officers Bill of Rights. Due to this conflict, the court explained that it was not necessary to analyze the preemptive effect of the state law.^[iii] The court went on to explain that it saw no reason why the county cannot comment on the sheriff’s performance either through its board or an independent board or commission, making it plain that the Ordinance was struck only because of the direct conflict it had with state law^[iv]. Our Commission on Ethics does not have jurisdiction to take any action regarding a police officer’s use of excessive force or abuse of power for the purpose of disciplining that officer. The Commission on Ethics enforces a Code that prevents public officials from using

their public office for private gain. It does not compare at all to the ordinance at issue in *Demmings*. Finally, the *Demmings* court went on to explain generally that as an independent constitutional officer the sheriff’s office ought to be free of interference from a county commissioner, but the court’s brief analysis does not address a constitutional officer’s legal ability to agree to participate in a county program such as this.

The Association argues that a sheriff would violate the law by agreeing to subject his office to the local Commission on Ethics and Inspector General. Whether this is true is a fair question, certainly from the Association’s perspective, but I do not agree that *Demmings* or the Law Enforcement Officers Bill of Rights stand for that proposition. Even if all parties agreed today that Sheriff Bradshaw, as an independent constitutional officer, could legally volunteer his office for this program, his own decision to decline has been public for well over a year.

^[i] See, e.g., Jennifer Sorentrue, *Sheriffs Won’t Take Ethics Training*, Palm Beach Post, June 22, 2010, at 1B (“Bradshaw, a member of the county's criminal justice commission, says he and his staff can't be forced to follow county ethics rules that require the training because he is an independently elected constitutional officer. Doing so, he fears, could open the door to other county mandates. . . ‘If the office of the sheriff is allowed to be governed by any of these ordinances, where does it stop?’ Bradshaw said earlier this month. The office abides by the state ethics code, a lawyer for the office said.”).

^[ii] §112.533(1)(a), Fla. Stat. (2011).

^[iii] 15 So. 3d at 609, FN 6.

^[iv] *Id.* at 611.

INTERLOCAL AGREEMENT FOR
LAW ENFORCEMENT SERVICES
BETWEEN PALM BEACH COUNTY
AND PALM BEACH COUNTY SHERIFF'S OFFICE

THIS AGREEMENT is made this _____ day of _____, 2014, between PALM BEACH COUNTY SHERIFF'S OFFICE of Palm Beach County, Florida (hereinafter "Contractor"), and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners (hereinafter "County"), hereinafter referred to collectively as the "parties."

WITNESSETH

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

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

WHEREAS, pursuant to Chapter 125.01, Florida Statutes, the Board of County Commissioners of Palm Beach County is empowered to establish and administer programs of conservation and to enter into agreements with other governmental agencies within or outside the boundaries of the County for joint performance, or performance of one unit on behalf of the other, of any of either governmental entity's authorized functions; and

WHEREAS, in October of 1989, the Florida Governor and Cabinet directed thirteen (13) "key" manatee counties, including Palm Beach County, to prepare a Manatee Protection Plan ("MPP"); and

WHEREAS, on August 21, 2007, the Board of County Commissioners approved a MPP that provides for increased law enforcement presence in the County's waterways, as one means to provide greater manatee protection; and

WHEREAS, on December 18, 2007, the Board of County Commissioners approved a Resolution (2007-2277) with a standard form Interlocal Agreement with law enforcement agencies for an increased law enforcement presence in the estuarine waters of Palm Beach County during manatee season; and

WHEREAS, it is in the interest of the Board of County Commissioners to approve a revised standard form Interlocal Agreement for law enforcement services during manatee season; and

WHEREAS, studies performed by the Florida Fish and Wildlife Conservation Commission have demonstrated that the increased law enforcement presence is the most effective means to gain compliance with boater speed zones; and

WHEREAS, the parties wish to enter into an agreement for the provision of an increased level of marine law enforcement services during manatee season, as provided herein.

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

1) Recitals

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

2) Purpose

The purpose of this Interlocal Agreement (the "Agreement") is to provide for additional marine law enforcement services within estuarine waters of the County during manatee season, which begins November 15th and ends the following March 31st. The law enforcement services provided herein are intended to be in addition to the level of law enforcement services already provided by the Contractor and are not a replacement for said services.

3) Location of Law Enforcement Services

The Contractor shall provide marine law enforcement services, hereinafter referred to as "services", within the geographical area over which it has jurisdiction to enforce the law, such shall be hereafter referred to as the "Enforcement Area" and is included within the estuarine waters of Palm Beach County which are more specifically described in Exhibit "A".

4) Responsibility of Contractor

A. The Contractor shall enforce State statutes, administrative rules, local and County ordinances related to vessel control, marine resource protection, and manatee protection; assist in the investigation, apprehension, and prosecution of violators of existing boat and manatee protection speed zones; assist in the monitoring of waterway markings and regulatory signs in the Enforcement Area; and assist in educating boaters about manatee and boater safety issues.

B. During the term of this Agreement, the Contractor shall provide law enforcement officer(s) to patrol the waters of the Enforcement Area and to enforce all applicable laws. The law enforcement officer(s) shall provide services on Saturday, Sunday and Martin Luther King Jr. and President's Day between the hours of 6 A.M. and 6 P.M. During the term of this Agreement, the Contractor shall provide law enforcement services on any day or times aside from a Saturday, Sunday and the above-cited holidays at the request of the County. Requests for the provision of law enforcement services on a day or days in addition to the regularly scheduled days or times shall be made in writing prior to the date when such services are needed.

C. The Contractor shall furnish and supply all labor, supervision, equipment (including but not limited to a vessel), insurance, and supplies necessary to perform under this Agreement.

D. All marine officers performing services pursuant to this Agreement must be knowledgeable of State statutes, administrative rules, local and County ordinances related to vessel control, marine resource protection, manatee protection, existing boat and manatee protection speed zones, waterway markings, regulatory signs in the enforcement areas and must have the knowledge necessary to assist in educating boaters about manatee and boater safety issues. The County may request documentation of training and experience of each officer who performs services under this Agreement to ensure that such officers are qualified to perform services pursuant to this Agreement.

E. The Contractor shall submit invoices for payment to the County on a monthly basis. Invoices shall include a reference to this Agreement, identify the amount due and payable to the Contractor, and include records sufficient to substantiate the costs incurred. Invoices shall be in sufficient detail for pre-audit and post-audit review. The Contractor shall provide the following information with the invoice: Standard Marine Enforcement Monthly Report Form (form to be provided by the County); documentation of warnings and citations issued to violators by the Contractor; and monthly payroll documentation for hours worked by any officer who performs services under the terms of this Agreement. Unless explicitly requested by the County, the County will not reimburse the Contractor for the presence of more than one officer per boat.

F. In the event that during the term of this Agreement an officer issues a citation, which is challenged in the Palm Beach County court system, the Contractor shall immediately inform the County. The County will then determine whether the Contractor will be reimbursed under the terms of this Agreement for the time expended by the officer to attend such court proceeding.

5) Responsibility of the County

A. The County will reimburse the Contractor for law enforcement services as provided for herein at the rate of \$87.50 per hour per officer for on-water enforcement activity and approved court proceedings, which includes the cost of salaries, fringe benefits, and all other services and expenses incurred by the Contractor in the fulfillment of this Agreement. The County will reimburse the Contractor on a monthly basis at the rate provided herein, provided that a proper invoice detailing such services is received and approved by the County. In no event shall the total amount paid to the Contractor by the County exceed a total amount set annually by the County by October 1st of each year, which will be defined in an award letter ("Award Letter") sent to the Contractor each year by the Director of the Department of Environmental Resources Management (the "Director") prior to the beginning of manatee season.

B. The County may perform an evaluation of each Contractor after **January 15th** of each year to assess the quality and quantity of services being performed by the Contractor between November 15 and January 15 of each year. If it appears that the Contractor is not providing sufficient law enforcement services to expend the funds set aside for the Contractor per the Award Letter, the Director may issue an amended award letter ("Amended Award

Letter”) to the Contractor reducing the funds set aside for the Contractor in the Award Letter so that such funds may be reallocated to more productive Contractor(s).

6) Effective Date and Term of the Agreement

This Agreement shall take effect November 15, 2014 and shall terminate on March 31, 2018, unless earlier terminated as provided herein or extended by the parties.

7) Authorized Representative

A. The County’s authorized representative is the Director of the Department of Environmental Resources Management, (561) 233-2400, West Palm Beach, Florida, or his designee.

B. The Contractor’s authorized representative is Major Daniel Smith, Countywide Operations (561) 681 – 4520, or his/her successor.

8) Independent Contractor

A. The parties shall be considered independent contractors, and no party shall be considered an employee or agent of any other party. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractor between the parties and their respective employees, agents, subcontractors, or assigns during or after the performance of this Agreement. No person employed by any party to this Agreement shall, in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker’s compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

B. All employees and agents of the Contractor who perform any act or service under the terms of this Agreement shall at all times be considered employees of the Contractor and not of the County. The Contractor will be responsible for supervising, disciplining, and setting policies pertaining to terms and conditions of employment for those employees performing Services as provided herein.

C. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation.

9) Payment

A. For reimbursement to occur, the Contractor shall submit invoices to the County that shall include a reference to this Agreement, identify the amount due and payable to the Contractor, and include records sufficient to substantiate the costs incurred. Invoices shall be itemized in sufficient detail for prepayment audit thereof. The Contractor shall provide additional documentation to support any invoice if requested by the County. Invoices received from the Contractor shall be reviewed by the Department of Environmental Resources Management and upon approval shall be sent to the County’s Finance Department for final approval and payment. Invoices will normally be paid within forty-five (45) days of receipt. In the case of a dispute involving the amounts due to the Contractor, payment may be delayed.

B. In order for both parties herein to close their books and records at the conclusion of each manatee season, the Contractor will clearly state "final invoice" on the Contractor's final/last invoice to the County. The Contractor will submit the final invoice within thirty (30) days from the end of the manatee season. This shall constitute the Contractor's certification that all services have been properly performed and all charges and costs have been invoiced to the County. Any other charges not properly included on this final invoice are waived by the Contractor.

10) Compliance with Codes and Laws

Each party agrees to abide by all applicable laws, orders, rules, and regulations in the performance of this Agreement.

11) Access to Records and Audits

The parties shall maintain, in accordance with generally accepted governmental auditing standards, all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Agreement including supporting documentation. The parties shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Agreement. Such examination may be made only upon reasonable notice, time and place. In the event that the parties should become involved in a legal dispute with a third party arising from performance under this Agreement, the parties shall extend the period of maintenance for all records relating to the Agreement until the final disposition of the legal dispute, and all such records shall be made readily available to the parties.

12) Funding

This Agreement is expressly contingent upon annual appropriations by the Palm Beach County Board of County Commissioners.

13) Notice

Any notice required or permitted to be given under this Agreement shall be in writing and shall be hand delivered, faxed, or mailed (by certified mail, return receipt requested) to the respective addresses/recipients specified below:

As to the Contractor:
Palm Beach County Sheriff's Office
Major of Countywide Operations
3228 Gun Club Road
West Palm Beach, FL 33406
Fax: (561) 681-4525

As to County:
Palm Beach County
Director of Department of Environmental Resources Management
2300 N. Jog Road - 4th Floor

West Palm Beach, FL 33411-2743
Fax: (561) 233-2414

Copy to:
Palm Beach County
Attn: County Attorney for ERM
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

All notices required by this Agreement shall be considered delivered upon receipt. Should any party change its address, written notice of such new address shall promptly be sent to the other party.

14) Default, Termination, Opportunity to Cure

A. The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party ten (10) days written notice as an opportunity to cure the deficiency before exercising any of its rights.

B. Either party may terminate this Agreement without cause by giving thirty (30) days prior written notice.

15) Waiver or Breach

It is hereby agreed to by the parties that no waiver or breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

16) Indemnification

The Contractor shall be responsible, to the extent permitted by law, for the acts of its officers, agents and employees, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of the Contractor.

17) Insurance

A. Without waiving the right to sovereign immunity as provided by s.768.28, f.s., the Contractor acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

B. In the event the Contractor maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under s.768.28, f.s., The Contractor shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

C. The Contractor agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

D. When requested, the Contractor shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the County agrees to recognize as acceptable for the above mentioned coverages.

E. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

18) 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.

19) 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.

20) 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. This provision pertains only to the parties to the Agreement.

21) 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.

22) Captions

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

23) Exhibits

The Exhibits referred to and attached to this Agreement are incorporated herein in full by this reference.

24) Assignment

This Agreement is not assignable by either party.

25) Non-Discrimination

The County and the Contractor agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, age, marital status, sexual orientation, familial status, gender identity or gender expression, or genetic information be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of the Agreement.

26) Construction

This Agreement shall not, solely as a matter of judicial construction, be constructed more severely against one of the parties than the other.

27) Modification and Amendment

Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formalities used to execute this Agreement.

28) 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.

29) No Third Party Beneficiaries

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Contractor .

30) Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

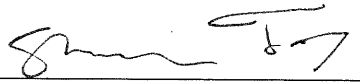
PALM BEACH COUNTY, FLORIDA
BY:

Approved as to Terms and Conditions

Robert Robbins, Director
PBC Environmental Resources Management

APPROVED TO FORM AND
LEGAL SUFFICIENCY:

PALM BEACH COUNTY SHERIFF'S OFFICE



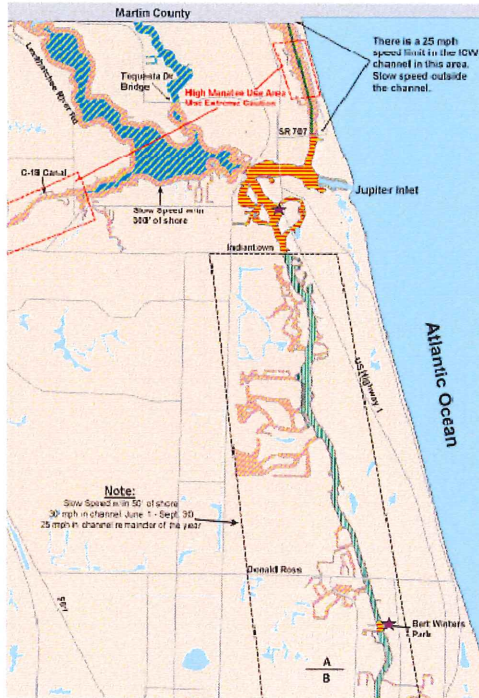
County Attorney

By: _____
Ric L. Bradshaw, Sheriff

ATTEST:

By: _____
Daniel Smith, Major

EXHIBIT A



Map A



Map B

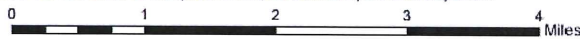


Map C

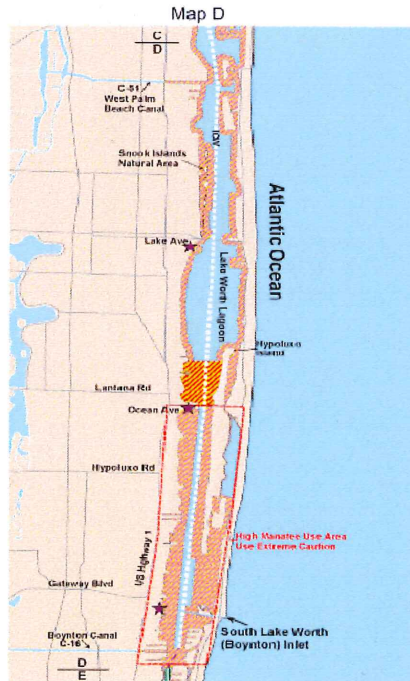
Quick Reference Guide

Vertical Bars = Normal Operation (Max Speed Posted)	Diagonal Bars = Slow Speed, Minimum Wake	Horizontal Bars = Idle Speed, No Wake
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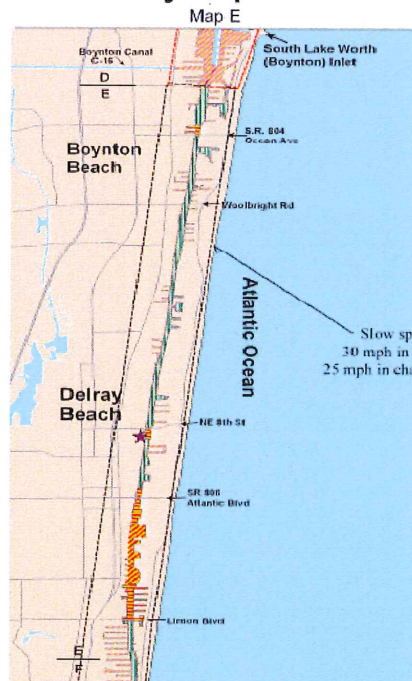
In cases where seasonal manatee zones overlap less restrictive year-round zones, the seasonal zones are depicted. For information on the specific zones, see Detailed Speed Zone Key below.



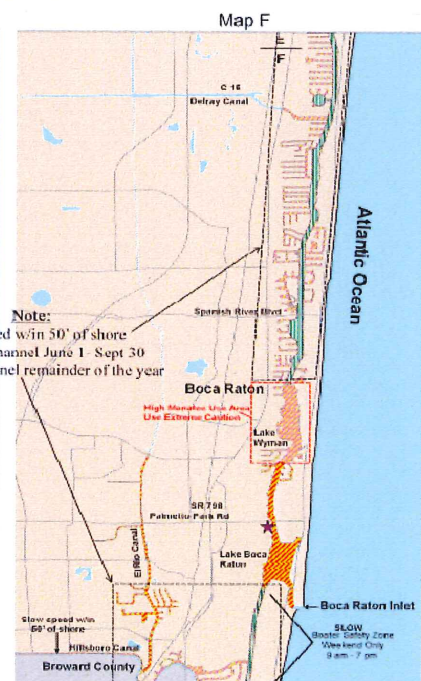
Palm Beach County Waterway Speed Zones



Map D



Map E



Map F



★ Public Boat Ramps	Manatee Speed Zones	Slow Speed, min wake, 11/15-3/31
ICW Channel	Max 30 mph (6/1-9/30), Max 25 mph rest of yr	Slow Speed, min wake, channel incl, yr round
Unregulated (Open Water)	Max 25 mph zone (yr round)	Idle Speed, no wake, 11/15-3/31
Boating Safety Zones	Slow Speed, min wake, channel exempt, 11/15-3/31	Idle Speed, no wake, channel exempt, yr round
Idle Speed, No Wake	Slow Speed, min wake, channel exempt	Motorboats Prohibited
Slow Speed, Minimum Wake		



Note: Waterway speed zones were established by FWC and defined in FAC 68D-24.017 (Boater Safety Zones) and FAC 68C-22.009 (Manatee Zones). For more information contact FWC @ 1-800-955-8771.