

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 13, 2016 (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:

A) approve a Law Enforcement Service Agreement for Conservation Lands and Natural Areas of Palm Beach County (Agreement) with the Palm Beach County Sheriff's Office (PBSO) for a three year term beginning October 1, 2016, and ending September 30, 2019, at a cost of \$474,270 for the first year; and


B) authorize the County Administrator or her designee to sign all future time extensions, task assignments, certifications, and other forms associated with the Agreement, and necessary minor amendments that do not significantly change the scope of work, or terms and conditions of this Agreement.

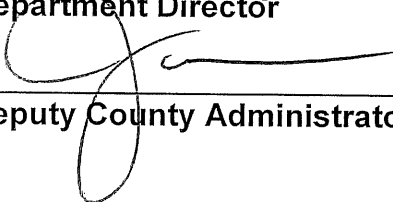
Summary: The Agreement, providing for four (4) full-time PBSO Deputies to patrol the County's Conservation Lands and Natural Areas, is funded by the Agricultural Reserve Land Management Fund, a non-ad valorem source. Annual increases are not to exceed 5% per year and a provision in Agreement provides for the addition or deletion of a deputy based on funding allocations. Countywide (AH)

Background and Justification: The Natural Areas Ordinance 94-13, as amended, was adopted to regulate activities within the County's Natural Areas by promoting passive recreational use while protecting the native ecosystems from illegal activities such as off-road vehicle use, poaching, arson, and illegal dumping. Currently, the County owns and manages over 31,400 acres of Conservation Lands and Natural Areas. PBSO Law Enforcement Service Agreements have been approved by the Board of County Commissioners from 2001, to present (R2001-2048, R2005-1361, R2007-1634, R2010-1287 and R2013-1342).

Attachment:

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

Recommended by:  8-4-16
Department Director Date

Approved by:  9/5/16
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	\$474,270	\$497,984	\$522,883	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$474,270</u>	<u>\$497,984</u>	<u>\$522,883</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 _____	
Program	_____				

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

Funds to operate this PBSO security patrol on the conservation lands and natural areas are included in the FY2017 budget request within the Ag Reserve Land Management Fund (1222). The second & third fiscal year will be adjusted & set annually by the Sheriff by October 1st of each year. The adjustment shall not exceed 5% per year.

C. Department Fiscal Review: J. Meany

III. REVIEW COMMENTS

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

J. H. [Signature] 8/29/16 J. J. Jacobson 9/21/16
 OFMB ex 8/25 Contract Development and Control
 9/2/16 [Signature]

B. Legal Sufficiency:

Anne Delgado 9/16/16
 Assistant County Attorney

C. Other Department Review:

 Department Director

**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 _____, 2016, 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 31,400 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 (Chapter 11, Article XI of the County Code), known as the Natural Areas Ordinance, as amended by the Palm Beach County Board of County Commissioners (BCC) on September 13, 2011 (ORD 2011-021) 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, R-2010-1287, and R-2013-1342), 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; and

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.

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 sites identified in Attachment “A” and around the perimeter of such areas. The parties agree that the Director of ERM may revise Attachment A by providing written notice to the Sheriff if the County acquires ownership or management responsibility over additional Natural Areas or conservation lands.
- 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, 2016, and ending on September 30, 2019. 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, with the exception of the fire protection personal protective equipment (PPE) kits, which will be purchased and replaced by County as necessary.
- b) Natural Area Citation Booklets and Trespass Notices will be provided by the County.
- c) 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.

- d) 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. The minimum number of hours per week may be adjusted up or down depending on funding availability that may cause the number of deputies to increase or decrease. An adjustment of the minimum number of hours will be mutually agreed upon between the Palm Beach County Director of Environmental Resources Management and the Sheriff by way of a written Addendum to this Agreement.
- 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 addition, should the source of funding for this Agreement be reduced or reallocated, the number of deputies providing the service may be reduced. In the event that the level of service is increased or decreased 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 or reduce by 40 hours per week for each deputy position reduced from providing Services.
- d) Assignment of deputies to specific natural areas or portions of the County to patrol pursuant to this Agreement, and the hours of the day and days of the week for such patrol, will be done in collaboration with the County to ensure that the needs of the County are met and with acknowledgement that the Sheriff needs to control the manpower costs associated with this Agreement.

7. Payment

- a) The County will pay a total of \$474,270.00 for Services rendered and equipment used in the first year of the Agreement. Monthly payment for Services, beginning on October 1, 2016 and ending on September 30, 2017, will be \$39,522.50. This payment is based on the cost of \$9, 881.00 per deputy per month.

If the County is able to obtain additional funding to pay for an additional deputy, the rate of \$9,881.00. 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. In addition, if funding requires a reduction of deputies it will result in a reduction in cost at the rate per deputy per month, based upon the amount set in that respective year as provided for in paragraph 7.e below, and 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 five (5) 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 without cause upon sixty (60) days' written notice.

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the party not in default shall have the right to terminate this Agreement by giving written notice of any deficiency and its intent to terminate. The party in default shall then have thirty (30) days from receipt of notice to correct the stated deficiency. If the defaulting party fails to correct the deficiency within this time, unless otherwise agreed by the parties, this Agreement shall terminate at the expiration of the thirty (30) day time period.

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.

Notwithstanding the foregoing, if additional funds are available in any given year for an additional deputy, or if funding for this Agreement is reduced, authority is delegated to the Director of Environmental Resources Management to execute amendments to this Agreement in accordance with paragraphs 6.b, 6.c and 7.a. The Director of Environmental Resources Management has authority to revise Exhibit A as provided in paragraph 2.

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 from outside sources to pay for additional deputies; however, the County makes no representation that such funding will be obtained.

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 Robert Robbins, 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 sent by certified mail (return receipt requested), hand delivery or facsimile with a delivery receipt to Robert Robbins 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 Robert A. VanReeth, 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 sent by certified mail (return receipt requested), hand delivery or facsimile with a delivery receipt to Palm Beach County Sheriff's Office, Attention: Robert A. VanReeth, Major, P.O. Box 24681, West Palm Beach, Florida 33416.

All notices will be deemed received based upon the delivery receipt date. Any change in the address where notices are to be delivered shall be provided in writing and shall be effective five days after receipt.

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. Equal Opportunity

The parties agree that no person shall, on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity, and 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 this Agreement.

18. Waiver of Breach

The failure to insist on strict performance of, or the waiver of any covenant, condition, or provision of this Agreement by any party shall not relieve the other party from performing any other obligation strictly in accordance with the terms of this Agreement. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

19. Independent Contractor

Each party recognizes that it is an independent contractor and not an agent or servant of the other party. 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, except through and against the entity by whom they are employed.

20. Third Parties

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 Sheriff.

21. Construction

No party shall be considered the author of this Agreement since the parties hereto have participated in drafting this document to arrive at a final agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

22. 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.

23. 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.

24. 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.

25. Captions

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

26. Effective Date

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

27. Assignment

This Agreement shall not be assignable by either party.

28. Non-Discrimination

The Sheriff warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. The Sheriff has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution -2014-1421, as amended, or in the alternative, if the Sheriff does not have a written non-discrimination policy, or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that the Sheriff will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

29. Access and Audit

The County may, upon reasonable notice to the Sheriff, examine the Sheriff's records relating to the services provided pursuant to the terms of this Agreement. The Sheriff shall maintain adequate records to justify all charges, expenses and costs incurred in performing the work under this Agreement for at least three (3) years after completion or termination of this Agreement. Records not prepared by the Sheriff in the ordinary course of business may be provided as the County and Sheriff may agree.

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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: _____
Mary Lou Berger, Mayor

APPROVED TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS
AND CONDITIONS:

County Attorney

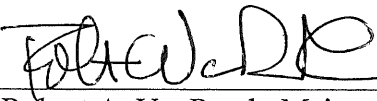


Robert Robbins, Director
Department of Environmental
Resource Management


Date: 07/29/16

PALM BEACH COUNTY SHERIFF'S OFFICE

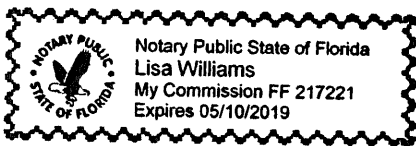
Witness: Lisa Williams

By: 

Robert A. VanReeth, Major

By: 

Ric L. Bradshaw, Sheriff



*signed on 29th day of July, 2016
Major Robert A. VanReeth
is personally known to
me*

ATTACHMENT A:
LIST OF COUNTY CONSERVATION LANDS AND NATURAL AREAS

Acreage Pines
Agricultural 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
High Ridge Scrub
Hungryland Slough
Hypoluxo Scrub
Jackson Riverfront Pines
Juno Dunes
Jupiter Inlet
Jupiter Mangroves
Jupiter Ridge
Lake Okeechobee Connector
Lake Park Scrub
Lantana Scrub
Limestone Creek
Loxahatchee Slough
North Jupiter Flatwoods
North Ocean Ridge Mangroves
Ocean Ridge
Pine Glades
Pawpaw Preserve
Pond Cypress
Pondhawk
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 Department of Environmental Resources Management (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 and on adjacent South Florida Water Management District Right-of-Ways that provide access to the County natural areas. This dedicated group of deputies is known as the Wildlands Task Force. The following operating guide has been established to describe those services.

- A. The primary focus for the deputies is the enforcement of County ordinances 94-13 and 16-21, as may be amended known as the Natural Areas Ordinance and the Parks and Natural Areas Trespass Ordinance, respectively. Other appropriate State laws dealing with trespass, discharge of firearms, and arson must be enforced. 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)
 - Berry picking (PPM by County)
- 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 and/or given a Trespass Notice 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 Wildlands Task Force, 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.

- 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. Prescribed Burning Assistance: Assistance will be requested of the deputies during ERM's prescribed burn operations to perform duties such as: 1) patrolling roads adjacent the natural area where the burn is being conducted to keep traffic moving; 2) preventing the public from entering the area closed due to the prescribed burn and providing general crowd control; and 3) announcing through public address equipment around the perimeter of the burn unit that anyone in the burn unit must vacate the area prior to ignition. Once the burn begins, deputies will not enter the burn area except for exigent circumstance for the following emergency situations when assistance has been requested and the area deemed safe by the request of the Prescribed Burn Incident Commander (IC): A) escorting unauthorized people from the site during burns; B) providing emergency transport of injured personnel from the burn unit to fire rescue medical units; and C) assisting in freeing vehicles lodged in sand or mud that are engaged in the prescribed burn. For their safety, deputies will wear personal protective equipment that is required as standard issue for ERM personnel participating in the prescribed burn operation. Personal Protective Equipment will be purchased and replaced by ERM as necessary.
- G. Citation booklets have been issued to PBSO Wildlands Task Force deputies to address minor violations within Palm Beach County Natural Areas. The citation booklet provides more flexibility to the deputies in enforcing the Natural Areas Ordinance and allows for violations to be handled through civil option. The deputies are encouraged to use the citation as the first form of education. The monies collected for ticket issuance will help defray the costs of managing the natural areas.
- H. Trespass Notice Forms have been developed for use with enforcement of Ordinance 16-21, the Parks and Natural Area Trespass Ordinance. These forms will be provided by the County to the Wildlands Task Force deputies as needed. These forms will only be used as set forth in Ordinance 16-21.

- I. A Berry Picking PPM has been established by the County to establish a standard procedure for the sale of perishable berries (primarily saw palmetto berries) that are illegally collected on natural areas owned or managed by Palm Beach County and subsequently confiscated by law enforcement officers. Attachment 1 to this Operating Profile contains the Berry PPM.
- J. This Operating Profile may be revised at any time upon the written approval of the revised profile by both ERM and the PBSO

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POLICIES AND PROCEDURES MEMORANDUM

TO: All Department Staff
Environmental Resources Management

FROM: Robert Robbins, Director
Environmental Resources Management

Barry A. Smith, Environmental Director
Natural Resources Stewardship Division

SUBJECT: THE SALE OF CONFISCATED PERISHABLE BERRIES

PPM #: EV-O-627

ISSUE DATE
June 1, 2013

EFFECTIVE DATE
June 1, 2013

PURPOSE:

To establish a standard procedure for the sale of perishable berries (primarily saw palmetto berries) that are illegally collected on natural areas owned or managed by Palm Beach County (County) and subsequently confiscated by law enforcement officers.

UPDATES ARE THE RESPONSIBILITY OF:

Future updates to this PPM shall be the responsibility of the Director of the Natural Resources Stewardship Division (NRS) of the Department of Environmental Resources Management (ERM).

POLICY:

Native berries are vital to the continued health and propagation of the plants on which they grow and are an important food source for animals within natural areas. This PPM presents a policy

for the sale of confiscated berries which have been illegally taken from County-owned or managed natural areas.

Picked berries are perishable and spoil quickly on the ground and re-spreading picked berries does not significantly benefit wildlife. The cash value of the picked, perishable berries can best be utilized to benefit the County's natural areas. Native berries have value and are a County asset. As such, this policy complies with and implements PPM #EV-O-218 ASSET MANAGEMENT and PPM #EV-F-601 RECEIPT/RECONCILIATION OF REVENUE.

AUTHORITY:

County Ordinance 94-13 provides for the protection of County owned or managed natural areas and provides penalties for prohibited uses of the natural areas. Due to the perishable nature of the berries and the desire to obtain maximum benefit from an otherwise lost asset, this PPM provides for the determination of the value of confiscated berries, a procedure for the sale of berries to recoup their value, and a procedure for depositing cash received into the County's Natural Areas Fund where the money will be used to manage and enhance natural areas.

PROCEDURES:

The NRS Division Director will designate a staff liaison who will be the primary contact when deputies or other law enforcement officers confiscate illegally gathered berries from County owned or managed natural areas. This will also apply in cases where the berries have been picked, bagged, and left behind by unknown perpetrator(s). When the ERM liaison is notified by Palm Beach Sheriff's Office (PBSO) deputies about the confiscated berries, the liaison will initiate the following steps:

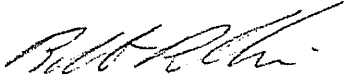
1. Contact the liaison's supervisor to report the incident.
2. Contact the site manager of the natural area from which the berries were removed.
3. Request that PBSO deputies bring the berries to a scale certified by a State Licensed Scale Company by the FL Dept. of Weights and Measures.
4. Arrange for ERM to meet the deputies at the certified scale location to pick up the berries.
5. The bags of berries will be photographed, counted and weighed, and the deputies will contact the processing plants to determine the current market

value of the berries as part of their evidence gathering. The deputies will sign the Property Receipt Form.

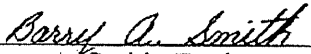
6. ERM staff will take the berries to the designated processing plant for sale at the current market price. The money, along with a copy of the signed Property Receipt Form, will be brought back to ERM and turned in at the front desk.
7. The receptionist will provide a receipt for the money received.
8. All paperwork including a copy of the Property Receipt Form and a copy of the receipt will be placed in a file created for receipts from the confiscated berries, which will be maintained by the staff liaison designated by ERM.

Procedures cited in this PPM may not be cost effective or practical when the amount of confiscated berries is estimated to be less than 100 lbs. In such case, the berries will simply be returned to the natural area and scattered in a manner deemed most beneficial to the natural area.

With increased enforcement of the Natural Areas Ordinance and the continued education of the public concerning the collection of berries from the natural areas, the number of events that trigger the application of this PPM should diminish.



Robert Robbins, Director
Environmental Resources Management



Barry A. Smith, Environmental Director
Natural Resources Stewardship Division

Attachment I: Property Receipt Form

Supersession History:

RR:BAS:DG:BD

ATTACHMENT

PALM BEACH COUNTY ENVIRONMENTAL RESOURCES
MANAGEMENT
PROPERTY RECEIPT

PBSO Case # _____ Other Agency & Case _____
DATE _____ TIME _____ NATURAL AREA _____
TYPE CASE _____
Address Where Property Recovered: _____

Description of Property: _____

Relinquished By: (Signature) DATE/TIME Print Name (Relinquished by):

Received by: (Signature) DATE/TIME Print Name (Received by):

Relinquished By: (Signature) DATE/TIME Print Name (Relinquished by):

Received By: (Signature) DATE/TIME Print Name (Received by):

