

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: September 18, 2018	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:		
Submitted By:	<u>Palm Beach County Sheriff's Office</u>	
Submitted For:	<u>Palm Beach County Sheriff's Office</u>	

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a budget amendment of \$223,200 in the General Fund for FY 2018 law enforcement services provided by the Palm Beach County Sheriff's Office to the School Board of Palm Beach County through contractual agreement for the period of August 1, 2018 through September 30, 2018.

Summary: The budget amendment is requested to provide law enforcement services as prescribed within the Contractual Agreement between the Palm Beach County Sheriff's Office and the School Board of Palm Beach County. The services of ten (10) Deputy Sheriffs shall be provided on a daily basis on the days designated by the School Board. Countywide (LDC)

Background and Justification: Contract negotiations with the School Board of Palm Beach County occurred after submission of the Sheriff's FY 2018 budget to the Board of County Commissioners.

Attachments:

1. Budget Amendment
2. Contractual Agreement – School Board of Palm Beach County

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RECOMMENDED BY: _____

DEPARTMENT DIRECTOR
DATE

APPROVED BY: _____

COUNTY ADMINISTRATOR
DATE

8/31/18

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures					
Operating Costs	\$223,200				
External Revenues	(\$223,200)				
Program Income (County)					
In-Kind Match (County)	0				
Net Fiscal Impact	0				
# Additional FTE Positions (Cumulative)	0				

Is Item Included in Current Budget: YES _____ NO X

Does this item include the use of federal funds: YES _____ NO X

Budget Account No.: Fund 0001 Agency 160 Org 1601 Object 9498

Reporting Category _____

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

Funding in the amount of \$223,200 will be provided for through the contractual agreement with the School Board of Palm Beach County. No County funds are required.

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

<p><u>Reynolds</u> 8/23/18 ASD 8/23 OFMB</p>	<p><u>John J. Jacobson</u> 8/27/18 Contract Administration</p>
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B. Legal Sufficiency:

Jill C. Kelly 8/28/18
Assistant County Attorney

C. Other Department Review:

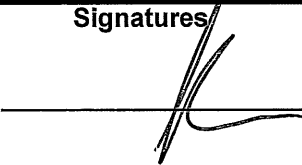
Department Director

This summary is not to be used as a basis for payment.

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT**

FUND 0001 GENERAL FUND

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 8/21/2018	REMAINING BALANCE
REVENUES								
160-2608-4210	Chrg Srvcs Police Services	822,524	846,629	223,200	0	1,069,829		
	Total	1,304,996,516	1,335,980,056	223,200	0	1,336,203,256		
EXPENDITURES								
160-1601-9498	Transfer to PBSO Fd 1902	443,891,604	447,185,592	223,200	0	447,408,792	447,185,592	223,200
	Total	\$1,304,996,516	\$1,335,980,056	\$223,200	\$0	\$1,336,203,256	\$447,185,592	\$889,017,664

<i>Palm Beach County Sheriff's Office</i>	Signatures	Date	By Board of County Commissioners
INITIATING DEPARTMENT/DIVISION			At Meeting of September 18, 2018
Administration/Budget Department Approval	_____	_____	Deputy Clerk to the
OFMB Department - Posted	_____	_____	Board of County Commissioners

**AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND BETWEEN THE
PALM BEACH COUNTY SHERIFF'S OFFICE AND THE SCHOOL BOARD OF PALM
BEACH COUNTY, FLORIDA**

This Agreement is made and entered into between RIC BRADSHAW, SHERIFF OF PALM BEACH COUNTY, FLORIDA, hereinafter referred to as the "SHERIFF", and THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, hereinafter referred to as the "SCHOOL BOARD". The SHERIFF and the SCHOOL BOARD shall hereinafter be referred to collectively as the "Parties".

WHEREAS, the SCHOOL BOARD wishes to contract with the SHERIFF for performance of law enforcement services in certain public schools within Palm Beach County, Florida in order to fulfill the SCHOOL BOARD's requirements pursuant to Section 1006.12, Florida Statutes; and

WHEREAS, the SHERIFF has agreed to provide law enforcement personnel to perform such services.

NOW THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, the SHERIFF and SCHOOL BOARD agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 For the purposes of this Agreement, the following terms shall have the respective meanings hereinafter set forth:

- A. Deputy Sheriff shall mean an individual who is appointed by the SHERIFF in accordance with Section 30.07, Florida Statutes, and who is a certified law enforcement officer as defined in Section 943.10(1).

ARTICLE 2- PURPOSE

2.1 In entering into this agreement, it is the intent of School Board to secure the services of deputy sheriffs within certain public schools within Palm Beach County, Florida, at the staffing and service levels set forth in Exhibit A, for the protection and safety of school personnel, property and students within the school district.

2.2 To enhance school safety initiatives, it is agreed that the Parties shall provide all necessary cooperation and assistance so as to facilitate this Agreement and achieve the goals set forth in Section 1006.12, Florida Statutes.

ARTICLE 3- PROVISION OF SERVICES

3.1 The SHERIFF shall provide deputy sheriffs to the SCHOOL BOARD, for the term hereinafter set forth, to the extent and manner herein described and as set forth in Exhibit A .

3.2 The SHERIFF shall have sole discretion in the selection of deputy sheriffs providing services under this Agreement. For good cause, School Board may request the replacement of any of the deputy sheriffs. Sheriff shall will within five (5) business days of receiving the request, provide a substitute deputy sheriff.

3.3 The SHERIFF retains full discretion with regard to enforcement of the law, making arrests, and taking appropriate law enforcement action. Accordingly, it is agreed that school personnel will report all delinquent acts and crimes as quickly as possible to the SHERIFF, whenever the students are under the jurisdiction of the school.

3.4 It is agreed that the Principal of each school is the ultimate decision maker regarding disciplinary issues.. Decisions will be made by the Principal based on the District's Code of Student Conduct. Should the situation become a law enforcement issue, the SHERIFF shall maintain discretion in pursuing criminal charges or alternative options, such as a Juvenile Citation, for incidents that occur on school grounds, except for petty acts of misconduct and misdemeanors as described in Section 1006.13 (4) (c), Florida Statutes.

3.5 In order to perform these services, the SHERIFF shall furnish and supply all necessary labor, supervision, equipment and supplies necessary to maintain the services rendered. Deputy sheriffs shall communicate on the PBSO radio system and the school based radio. The activities of deputy sheriffs assigned to perform services, pursuant to this agreement, shall be reported and documented and records will be maintained as required by the Sheriff's Office and Florida State Statutes. The rendition of services, standards of performance, discipline and other matters incident to the performance of such services and the control of its personnel

shall be within the sole discretion of the SHERIFF.

3.6 In the event of a dispute between the parties as to the extent of the duties and functions rendered hereunder, the final determination shall be made by the SHERIFF.

3.7 The SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of its personnel and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein. Deputy Sheriffs shall report and answer solely to PBSO chain of command not the School Board, and are not subject to School Board discipline or any School Board Collective Bargaining Agreement. PBSO Supervision shall cooperate with District School Police and the staff of the individual schools that deputies are assigned regarding any specific issues or processes which need to be addressed.

3.8 All deputy sheriffs employed by the SHERIFF in the performance of the services contracted for in this Agreement are employees of the Palm Beach County Sheriff's Office and not employees of the SCHOOL BOARD. The SHERIFF shall be responsible for all insurance benefits, compensation, and/or any status or right during the course of employment with the SHERIFF. Accordingly, the SCHOOL BOARD shall not be called upon to assume any liability for, or direct payment of, any salaries, wages, contribution to the Florida Retirement System, insurance premiums or payments, workers' compensation benefits under Chapter 440, Florida Statutes, or any other amenities of employment to any SHERIFF personnel performing services, duties, and responsibilities hereunder for the benefit of the SCHOOL BOARD.

3.9 SHERIFF will ensure that deputy sheriffs assigned have completed the SCHOOL BOARD online orientation training prior to assignment to a school. Additional training may be required by the SCHOOL BOARD. SCHOOL BOARD is responsible for providing online orientation training that will include information pertaining, but not limited to, SCHOOL BOARD policy and procedures, lockdown and evacuation procedures, and confidentiality expectations as they relate to state and federal law, and for tracking online course completions, and relaying completion information to the SHERIFF, prior to deputies being assigned to a school.

ARTICLE 4- TERM AND TERMINATION

4.1 This agreement shall be in full force and effect commencing August 01, 2018 and ending July 31, 2019 . This written agreement may be renewed by the parties, unless the Agreement is terminated in accordance with the terms herein. Any such renewal term shall be on the same terms and conditions contained herein unless modified and agreed to in writing by the parties.

4.2 This agreement may be cancelled by the SHERIFF or SCHOOL BOARD for any reason after 30 days written notice has been provided to the other party. Notwithstanding, if payment for services is not received within ten (10) days of the invoice date, as set forth in Section 5.1, the SHERIFF may immediately terminate this Agreement.

ARTICLE 5- CONSIDERATION

5.1 For services provided beginning August 01, 2018 through July 31, 2019, the SHERIFF shall be compensated for each deputy at the rate of \$90.00 per hour. The Sheriff shall invoice the SCHOOL BOARD on a monthly basis. Payment by the SCHOOL BOARD shall be made within ten (10) days of the invoice date.

5.2 The rate set forth in Section 5.1 for services provided for any subsequent renewal term of this Agreement shall be determined at the time of renewal.

ARTICLE 6- PUBLIC RECORDS

6.1 The Parties shall each maintain its own records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public records requests served upon it pursuant to Section 119.07, Florida Statutes, and any resultant penalties imposed by a court of competent jurisdiction for non-compliance with this provision.

6.2 The following provision specifically relates to this Agreement: Section 1006.12(4), Florida Statutes, provides in part, "Any information that would identify whether a particular individual has been appointed as a safe-school officer pursuant to this section held by a law enforcement agency, school district, or charter school is exempt from s.119.07 (1) and S. 24(a), Art. I of the State Constitution."

ARTICLE 7- CONFIDENTIALITY OF STUDENT INFORMATION

7.1 Sheriff is subject to all School Board obligations relating to compliance with student records confidentiality laws. By signing this Agreement, Sheriff acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all State and Federal Laws relating to the confidentiality of student records.

7.2 Sheriff may receive student information. Since parental consent will not be obtained and Law Enforcement Agency has legitimate educational interests in the information, Law Enforcement Agency shall hereby be deemed a "school official" in accordance with School Board Policy 5.50 and shall enter into the Addendum concerning student information (PBSD 2220) which is attached hereto and incorporated herein as Exhibit B.

ARTICLE 8- HOLD HARMLESS

8.1 To the extent permitted by Florida law and without waiving any statutory and constitutional Sovereign Immunity protections, the SHERIFF shall indemnify and hold the SCHOOL BOARD harmless from any and all manner of action and actions, cause and causes of action, suits, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the intentional or negligent acts of the employees or appointees of the SHERIFF while in the performance of this Agreement.

In no event shall the SHERIFF hold harmless or indemnify the SCHOOL BOARD from liability, suits, cause and causes of action, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or equity, which may result from or arise out of intentional or negligent acts of the SCHOOL BOARD, its employees, agents, servants, visitors, and/or any other third parties.

8.2 To the extent permitted by Florida law and without waiving any statutory and constitutional Sovereign Immunity protections, the SCHOOL BOARD shall indemnify and hold the SHERIFF harmless from any and all manner of action and actions, cause and causes of action, suits, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the intentional or negligent acts of the employees or appointees of the SCHOOL BOARD while in the performance of this Agreement.

In no event shall the SCHOOL BOARD hold harmless or indemnify the SHERIFF from liability, suits, cause and causes of action, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or equity, which may result from or arise out of intentional or negligent acts of the SHERIFF, its employees, agents, servants, visitors, and/or any other third parties.

ARTICLE 9- NOTICE

9.1 The persons to receive notice under this Agreement are:

SCHOOL BOARD:

Superintendent's Office
Fulton-Holland Educational Services Center
3300 Forest Hill Boulevard
West Palm Beach, Florida, 33406

SHERIFF:

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

SHERIFF'S AGENCY ATTORNEY:

Department of Legal Affairs
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406

ARTICLE 10- ASSIGNMENT

10.1 The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon written consent of the SCHOOL BOARD,

ARTICLE 11- THIRD PARTIES

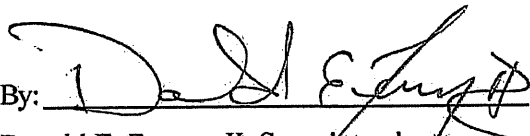
11.1 In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

ARTICLE 12- ENTIRE AGREEMENT

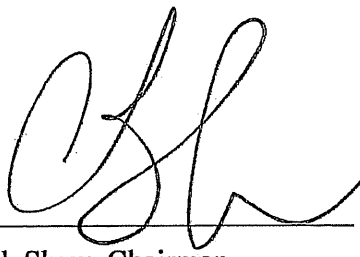
12.1 The Parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement is executed.

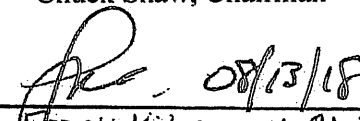
IN WITNESS WHEREOF, the Parties hereto execute this instrument, at the time set forth below.

**THE SCHOOL BOARD OF
PALM BEACH COUNTY**

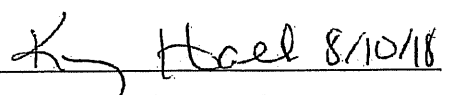
By: 
Donald E. Fennoy II, Superintendent

Dated: 8/15/18

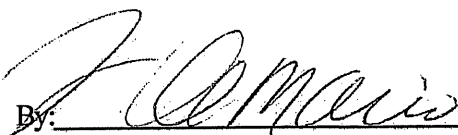
By:  8.15.18
Chuck Shaw, Chairman

By:  08/13/18
Frank Kitzerow, Chief
School Police

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**


By:  8/10/18
Office of General Counsel

ATTEST:

By: 
Frank Demario, Chief
Law Enforcement Operations

Dated: 8-7-18

**SHERIFF OF PALM BEACH COUNTY,
FLORIDA**

By: 
Ric L. Bradshaw, Sheriff

Dated: 8-7-18

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**

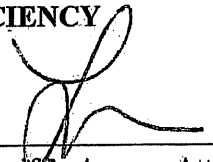
By:  #7008
Sheriff's Agency Attorney

EXHIBIT A

Palm Beach County Sheriff's Office Staff	
Title	Quantity
Deputy Sheriff	10
TOTAL	10

Ten (10) Deputies shall be provided on a daily basis on the days designated by the SCHOOL BOARD. A calendar setting forth the days in which deputies will be utilized pursuant to this Agreement, along with the School assignment and hours to be worked, shall be provided by the SCHOOL BOARD to the SHERIFF upon execution of this Agreement.

Any increase to the number of deputies to be provided by the SHERIFF shall be subject to additional negotiation and shall require a modification or Addendum to this Agreement.



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
**Contract/Agreement Addendum
 Concerning Student Information**

ADDENDUM, Concerning Student Information, to the Contract/Agreement ("the Contract") dated, _____ between the school (named below) or The School Board of Palm Beach County, Florida (named below) and Vendor/Partner (named below).

School or School Board The School Board of Palm Beach County, Florida

Vendor or Partner Palm Beach County Sheriff's Office

Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the Vendor's/Partner's signature below, the School Board of Palm Beach County, Florida (the "School Board") hereby designates [vendor/partner] ("the Receiving Party") as an "other school official" for the purpose of receiving limited personally identifiable information from education records of students under the Family Education Rights and Privacy Act (20 U.S.C. s. 1232g) and 34 C.F.R. s. 99.31(a)(1)(i)(B), and sections 1002.22 and 1002.221, Florida Statutes, because the School Board recognizes the Receiving Party has a legitimate educational interest in receiving this information in order to fulfill the Receiving Party's responsibilities for the school or School Board under the Contract. (All other terms of the Contract remain the same.)

As a condition precedent to receiving personally identifiable information from education records of students, the Receiving Party warrants and agrees that the Receiving Party:

- will limit the use of, or access to, personally identifiable information from education records of students to the limited scope of information actually needed to complete the Receiving Party's duties and/or services under the Contract. The School Board has determined that the Receiving Party has a legitimate educational interest in receiving only the following fields of student data, for example: name, grade-level, school attending, etc. (indicate fields of data requesting below); and

Name, grade-level, school attending, disciplinary information and other identifiable information as necessary to provide the services under this Agreement, as determined by the School Board.

- will limit the access to personally identifiable information from education records of students to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to fulfill the Receiving Party's responsibilities under the Contract); and
- shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally identifiable information from education records of students, except for the legitimate purposes recognized under this Addendum, and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and
- is under the direct control of the School Board with respect to the use and maintenance of education records; and
- is subject to the requirements of 34 C.F.R. s. 99.33(a) governing the use and redisclosure of personally identifiable information from an education record of a student, meaning the Receiving Party may disclose personally identifiable information from an education record only on the condition that the party to whom the information is disclosed will not disclose the information to any other party without the prior consent of the parent or eligible student as those terms are defined in 34 C.F.R. s. 99.3, and the officers, employees, and agents of a party that receives information from the Receiving Party may use the information, subject to the limitations described in paragraph 2 above, but only for the purposes for which the disclosure was made; and
- shall not use any of the personally identifiable information from education records of students that is received pursuant to this Addendum in violation of any applicable federal or state law, rule, regulation, or School Board policy; and
- will store and process personally identifiable information from education records of students in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure personally identifiable information from unauthorized access, disclosure, and use. Receiving Party will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Receiving Party will also have a written incident response plan, to include prompt notification of the School Board in the event of a security or privacy incident, as well as best practices for responding to a breach of personally identifiable information. Receiving Party agrees to share its incident response plan with the School Board upon request; and
- will dispose of all information disclosed to it by the school or the School Board (and any copies thereof), after the purpose for which the information is disclosed has been served, or five years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, unless the information in the possession of the Receiving Party constitutes a "record copy" required to be retained by the School District's Records Retention Schedule (available online at the District's Records Management website, <http://www.palmbeachschools.org/records/>), in which case the Receiving Party will return the information to the School Board rather than disposing of it.

The parties acknowledge that the terms contained in this Addendum supersede any inconsistent terms in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

Legal Name of the Receiving Party
 (Vendor/Partner)
Palm Beach County Sheriff's Office
 Vendor or Partner

 Signature of person having authority to enter legally binding agreements on behalf of Receiving Party. 8-7-18
 Date

The School

 The School Board of Palm Beach County, Florida
 For the School Board of Palm Beach County, Florida

 Signature of person having authority to enter legally binding agreements on behalf of the School or The School Board of Palm Beach County, Florida. 8/15/18
 Date