

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$328,480				
Operating Costs	\$321,520				
External Revenues	(\$650,000)				
Program Income (County)					
In-Kind Match (County)	0				
Net Fiscal Impact	0				
# Additional FTE Positions (Cumulative)	5				

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 _____ Agency _____ Org _____ Object _____

Reporting
Category _____

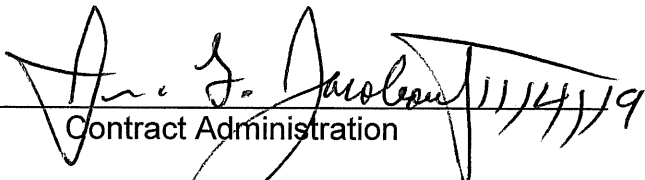
B. Recommended Sources of Funds / Summary of Fiscal Impact:

Funding in the amount of \$650,000 will be provided for through the contractual agreement with the City of Westlake.

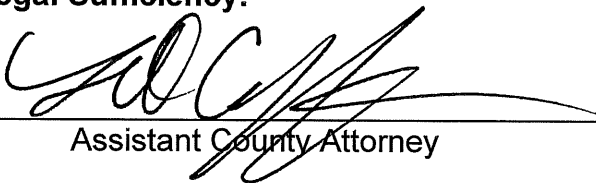
III REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:


 KP 10/30 ASD 10/30 OFMB 11/11/19


 Contract Administration 11/14/19

B. Legal Sufficiency:


 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	REMAINING BALANCE
<u>Expenditures</u>								
<i>Westlake Police Services</i>								
160-2640-4210	Charges for Police Services	0	0	650,000	0	650,000		
REVENUES		\$1,494,902,035	\$1,494,950,035	\$650,000		\$1,495,600,035		
<i>Sheriff - Law Enforcement</i>								
160-1601-9498	Transfer to Sheriff's Office Fund	508,435,260	508,435,260	650,000		509,085,260		
TOTAL FUND EXPENDITURES		\$1,494,902,035	\$1,494,950,035	\$650,000	\$0	\$1,495,600,035		

Palm Beach County Sheriff's Office

Signatures

Date

By Board of County Commissioners
At Meeting of November 19, 2019

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Deputy Clerk to the
Board of County Commissioners

**AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND
BETWEEN THE PALM BEACH COUNTY SHERIFF'S OFFICE
AND THE CITY OF WESTLAKE**

This Agreement is made by and between the CITY OF WESTLAKE, a municipal corporation organized and existing under the laws of the State of Florida which municipality is wholly located within the boundaries of Palm Beach County, Florida (hereinafter referred to as "CITY") and Ric L. Bradshaw, Sheriff of Palm Beach County Sheriff's Office, Florida, (hereinafter referred to collectively as "SHERIFF").

WITNESSETH:

WHEREAS, the CITY is desirous of maintaining a high level of competent professional law enforcement services in conjunction and harmony with its fiscal policies of sound, economical management; and

WHEREAS, the SHERIFF has agreed to provide the CITY a high level of professional law enforcement services and the CITY is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and

WHEREAS, the CITY is desirous of obtaining its law enforcement services through a contractual relationship with the SHERIFF.

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, **IT IS HEREBY AGREED 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. Executive Officer shall mean a non-exempt employee who is appointed by the SHERIFF as a deputy sheriff holding the rank of lieutenant who shall perform duties and functions as specifically set forth in Article 2 of this Agreement.
- B. Sergeant shall mean an individual who is appointed by the SHERIFF as a deputy sheriff who shall plan, direct, patrol, supervise, and/or perform the activities of a deputy sheriff as set forth in Article 2 of this Agreement.

- C. Deputy Sheriff shall mean an individual, other than those described in A, and B, of this Article, who is appointed by the SHERIFF in accordance with Section 30.07, Florida Statutes, and who has executed any necessary oath which is required by law to serve in the position of a certified law enforcement deputy sheriff and perform the duties and responsibilities as set forth in Article 2 of this Agreement.
- D. Patrol Unit shall mean one staffed marked patrol car/truck and all standard equipment as defined by the SHERIFF's general orders.
- E. Service shall mean comprehensive law enforcement protection provided each day of the year on a twenty-four (24) hour per day basis.
- F. City Manager shall mean the chief administrative officer of the CITY and shall include any individual employed by the CITY or any contracted third party who is delegated to perform the duties and responsibilities of the management and oversight of the CITY functions related to law enforcement services.

ARTICLE 2 – LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services

- A. The SHERIFF shall provide to the CITY, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, competent professional law enforcement services within and throughout the corporate limits of the CITY to the extent and in the manner herein described.
- B. The SHERIFF shall assign personnel, through request and consultation with the City to provide the level of professional law enforcement services as established in Exhibit A, attached hereto and incorporated herein, or as such service has been supplemented and enhanced as a result of this Agreement and any amendments and supplements thereto.
- C. Law enforcement services shall encompass all those duties and functions of the type coming within the jurisdiction of, and customarily provided by, municipal police departments, which include receiving of 911 calls, dispatch of calls for law enforcement services, arrest of criminal offenders and citations issued to traffic violators, traffic control, testifying in court, community policing, high visibility patrol within the CITY (including all CITY facilities and parks), and Seminole Improvement District facilities wholly within the corporate limits of the CITY, and other duties in accordance with the SHERIFF's general orders, the CITY Charter and ordinances, Palm Beach County Charter and ordinances that are applicable within the CITY, and statutes of the State of

Florida. The Sheriff's deputies will not act as Code Enforcement officers, however, Sheriff's deputies may enforce City Ordinances to the extent the ordinance authorizes arrest and provides for fines and/or imprisonment, as set forth in Chapter 162, Florida Statutes. Performance of all duties of sheriff's deputies shall be in accordance with Sheriff's Office General Orders and any applicable Collective Bargaining Agreement. Additionally, law enforcement patrol services shall encompass response to alarm calls, and the SHERIFF shall respond to alarm calls consistent with the Palm Beach County Alarm Ordinance as it may from time-to-time be amended.

D. THE SHERIFF shall additionally provide to the CITY when necessary, at no additional cost to the CITY the following expertise, services, and facilities, which the SHERIFF would normally provide to other law enforcement agencies:

1. Full service crime lab.
2. Aviation and helicopter unit.
3. Organized Crime investigations (includes Vice & Narcotics).
4. Prisoner and jails services.
5. Criminal Investigations.
6. Marine Patrol.
8. Evidence Custodian.
9. Other support services, such as Traffic Homicide, Canine, etc. (as available to other SHERIFF districts or law enforcement jurisdictions).

E. The SHERIFF shall provide the CITY, upon the request of the CITY, such supplemental law enforcement services of a deputy sheriff, beyond those services described herein, as may be needed from time-to-time that cannot be accommodated through flexible scheduling of on-duty sheriff's deputies. Compensation shall be in accordance with Article 5.3. Those services typically include, but are not limited to, providing services at:

1. CITY Council meetings.
2. Board and Committee meetings.
3. Special Events sponsored by the CITY.

- F. Unless exigent circumstances exist, all deputies assigned to the City of Westlake shall remain within the corporate limits of the City of Westlake.
- G. Unless operational necessity dictates otherwise, there shall be a minimum of one (1) patrol zone with a minimum staffing of one (1) deputy per shift.
- H. Law enforcement patrol supervision shall be provided by a Sergeant or higher ranking officer each day of the year, twenty-four (24) hours per day through District 15. Sergeants shall not be included in calculating the deputy sheriff staffing requirements set forth in this agreement.
- I. Each patrol unit shall prominently display on the vehicle's exterior "City of Westlake" and the City logo, designed to match the scheme of Sheriff's vehicles.

2.2 Executive and Administrative Services

- A. Performance of all duties and responsibilities of the Executive Officer of District 15 shall be in accordance with SHERIFF's general orders, any applicable collective bargaining agreements, and this Agreement.

2.3 Administrative Responsibilities

- A. The Executive Officer of District 15 or designee will notify the City Manager in a timely manner of any major/significant crimes, incidents or emergencies that occur within the CITY.
- B. From time to time, upon reasonable notice, the Executive Officer of District 15 or designee shall meet with the CITY to discuss law enforcement issues related to services impacting the CITY.

2.4 Fiscal Responsibilities

- A. The SHERIFF shall provide to the CITY cost changes associated with the renewal of law enforcement services by no later than May 31st of each prior fiscal year through the term of the agreement.
- B. Staffing increases for deputy sheriffs shall be supported by crime and law enforcement activity analysis and shall be approved by the City Council prior to implementation.

2.5 The SHERIFF shall furnish to and maintain for the benefit of the CITY, without additional cost therefore, all necessary labor, supervision, equipment, vehicles, and supplies necessary and proper for the purpose of performing the services, duties, and responsibilities set forth and as necessary to maintain the level of service to be rendered hereunder.

ARTICLE 3 – OTHER RESPONSIBILITIES

3.1 Employment Responsibility

- A. All sheriffs' deputies and other persons employed by the SHERIFF in the performance of such services, functions and responsibilities, as described and contracted for herein, for the CITY are deemed Palm Beach County Sheriff's Office employees and not employees of the CITY.
- B. 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 CITY 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 CITY and residents thereof.

3.2 Employment: Right of Control

- A. The SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein.
- B. The CITY does hereby vest in each deputy sheriff, to the extent allowed by law, the police powers of the CITY which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such deputy sheriff.

ARTICLE 4 – CITY RESPONSIBILITIES

4.1 Office Space

- A. All positions provided for in this agreement will be located at the SHERIFF's District 15 office and will carry out their job functions as required under this Service Agreement.
- B. Future space planning shall be coordinated with the SHERIFF and the CITY.

4.2 The CITY shall provide two (2) copies of CITY'S ordinances as adopted and two (2) copies of the Code of Ordinances with updates as received.

ARTICLE 5 – CONSIDERATION

5.1 The total amount due for all services beginning October 1, 2019 through September 30, 2020, (excepting those costs identified and funded as set forth in Article 5.5), shall be based on an annual amount of \$650,000.00.

5.2 The total amount due for all law enforcement services for subsequent years shall be based upon the cost submitted by the SHERIFF as set forth in Article 2, Section 2.4, during the CITY'S budget process and approved by the CITY Council.

5.3 Additional law enforcement services as set forth in Article 2.1(E) shall be compensated at a rate of \$90.00 per hour and will be billed by the SHERIFF to the CITY on a monthly basis. This rate is subject to annual review and change upon agreement between the CITY and SHERIFF. Alternatively, the CITY may opt to submit an application for an off-duty permit.

5.4 The CITY agrees to pay the SHERIFF in equal monthly installments on or before the 25th day of the month preceding the month of service.

5.5 The CITY shall fund the cost of any third-party agreements related to the performance of this Law Enforcement Services Agreement, including additional crime analysis and audit functions as determined necessary and approved by the CITY.

5.6 The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein.

ARTICLE 6 – AUDIT OF RECORDS

- 6.1 The CITY may, upon reasonable notice to the SHERIFF and in accordance with Florida law, examine the existing SHERIFF's records relating to the services provided pursuant to the terms of this Agreement.
- 6.2 Records not prepared by the SHERIFF in the ordinary course of business may be provided as the CITY and SHERIFF may agree.
- 6.3 The CITY may elect to perform the audit itself or to have an outside third party do so.

ARTICLE 7 – FINES AND FORFEITURES

7.1 Law Enforcement Education Funds

All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for the CITY pursuant to Section 938, Florida Statutes, shall be assigned over to the SHERIFF and used by the SHERIFF for the law enforcement education purposes for those officers assigned to the City of Westlake. Apart from such funds, the SHERIFF shall have no claim or right to any other monies or things of value which the CITY receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with police or law enforcement activities.

7.2 Chapter 316, Florida Statutes, Fines

All fines and forfeitures levied and collected pursuant to Chapter 316 Florida Statutes, as the same may be amended from time-to-time, shall be forwarded to the CITY consistent with the distribution requirements of Section 318.21 Florida Statutes.

7.3 Alarm Ordinance Fines and Fees.

The CITY shall be entitled to receive a portion of the fines and alarm permit revenues generated within the jurisdictional limits of the CITY pursuant to the Palm Beach County Alarm Ordinance, as currently adopted and as it may be amended from time to time. The Sheriff will deduct a maintenance fee of twenty five percent (25%) from the proceeds of the alarm fines and alarm permit revenues for those costs associated with the administration of the alarm ordinance, which includes but is not limited to: Maintenance of equipment, postage, paper, envelopes and support staff related to the billing processing of alarm permits.

ARTICLE 8 – INSURANCE

8.1 The SHERIFF is a self-insured entity pursuant to Chapter 768, Florida Statutes, and will maintain sufficient general liability and automobile liability self-insurance funds as required by law.

8.2 Self-insurance funds necessary to cover general liability and automobile liability will remain throughout the term of this Agreement, as the same may be extended in accordance with provisions thereof.

ARTICLE 9 – HOLD HARMLESS

9.1 To the extent permitted by Florida law and without waiving any statutory and constitutional Sovereign Immunity protections, the SHERIFF holds the CITY 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, and the SHERIFF shall indemnify the CITY for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the CITY might suffer in connection with or as a result of the intentional or negligent acts and the alleged intentional or alleged 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 CITY 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 CITY, its employees, agents, servants, visitors, and/or any other third parties.

9.2 To the extent permitted by Florida Law and without waiving any statutory and constitutional Sovereign Immunity protections, the CITY holds 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 CITY while in the performance of this Agreement, and the CITY shall indemnify the SHERIFF for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the SHERIFF might suffer in connection with or as a result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of the employees or appointees of the CITY while in the performance of this Agreement.

In no event shall the CITY 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 the intentional or negligent acts of the SHERIFF, its employees, agents, servants, visitors, and/or any other third parties.

ARTICLE 10 – INDEPENDENT CONTRACTOR

10.1 The SHERIFF, for the purposes of this Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested in the SHERIFF and his Deputies pursuant to law and Article 3.

ARTICLE 11 – TERM

11.1 This Agreement shall remain in full force and effect commencing October 1, 2019 and ending September 30, 2025, all dates inclusive, and shall automatically renew for an additional five (5) year term, unless the Agreement is otherwise extended, amended, or terminated in accordance with the terms thereof.

11.2 In the absence of a notice of termination in accordance with Article 12, this Agreement shall automatically renew annually subject to the costing proposal by the SHERIFF and subsequent to approval by the CITY.

ARTICLE 12 – TERMINATION

12.1 The CITY or the SHERIFF may terminate this Agreement with or without cause upon written notice to the other party of this Agreement as set forth in this subsection. Written notice shall be delivered by June 30th of any given year for termination effective as of October 1st of that same year. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or the City Manager.

ARTICLE 13 – TRANSITION

13.1 In the event of the termination or expiration of this Agreement, the SHERIFF and the CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the SHERIFF's Office to a CITY Police Department, and to maintain during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of the CITY pursuant to the terms hereof.

ARTICLE 14 – AUTHORITY TO EXECUTE; NO CONFLICT CREATED

14.1 The SHERIFF, by his execution hereof, does hereby represent to the CITY that he has full power and authority to make and execute this Agreement pursuant to the power so vested in him under the Constitution and Laws of the State of Florida to the effect that:

- A. His making and executing this Agreement shall create a legal obligation upon himself and the Palm Beach County Sheriff's Office.
- B. This Agreement shall be enforceable by the CITY according and to the extent of the provisions hereof.

14.2 Nothing herein contained and no obligation on the part of the SHERIFF to be performed hereunder shall in any way be contrary to or in contravention of any policy of insurance or surety bond required of the SHERIFF pursuant to the laws of the State of Florida.

14.3 The City Mayor, by his execution hereof, does represent to the SHERIFF that he/she has full power and authority to make and execute this Agreement on behalf of the City of Westlake, pursuant to Resolution No. R2019-___ of the City Council.

14.4 Nothing herein contained is any way contrary to or in contravention of the Charter of the City of Westlake or the laws of the State of Florida.

ARTICLE 15 – NOTICE

15.1 The persons to receive notice under this Agreement are:

CITY MANAGER:

Kenneth Cassel
4001 Seminole Pratt Whitney Road
Westlake, FL 33470

CITY ATTORNEY:

Pam E. Booker
4001 Seminole Pratt Whitney Road
Westlake, FL 33470

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 16 – NON-ASSIGNABILITY

16.1 The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon written consent of the City Council, which consent must be evidenced by a duly passed resolution.

ARTICLE 17 – THIRD PARTIES

17.1 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 18 – JOINT PREPARATION

18.1 The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.


ARTICLE 19 – ENTIRE AGREEMENT

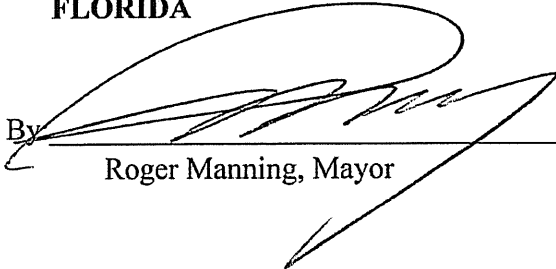
19.1 The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement is executed.

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

ATTEST:

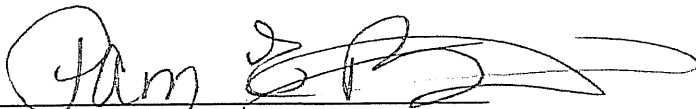
CITY OF WESTLAKE,
FLORIDA

By: 
Sandra Demarco, City Clerk

By: 
Roger Manning, Mayor

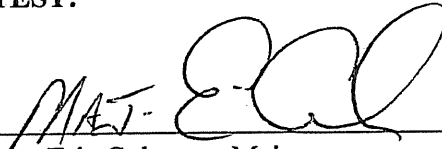
Dated: 8/19/19

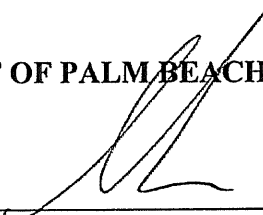
APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: 
Pam E. Booker, City Attorney

ATTEST:

SHERIFF OF PALM BEACH COUNTY

By: 
Eric Coleman, Major

By: 
Ric L. Bradshaw

Dated: 8-21-19

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

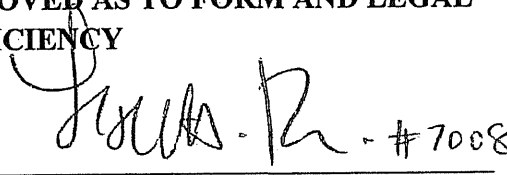
By:  - #7008
Sheriff's Agency Attorney

EXHIBIT A

This Exhibit A was adopted as part of the Agreement effective October 01, 2019.

Palm Beach County Sheriff's Office Allocations	
Title	Quantity
Deputy Sheriff LE	5
TOTAL	5

The total of 5 Deputy Sheriffs covers 1 Deputy on duty 24 hours a day, 7 days per week.

As the City grows, future allocations will be provided through systematic tiered increases and will be mutually agreed upon.