

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$ 459,872				
Operating Costs	\$ 590,128				
External Revenues	(\$1,050,000)				
Program Income (County)					
In-Kind Match (County)	0				
Net Fiscal Impact	0				
# Additional FTE Positions (Cumulative)	7				

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 \$1,050,000 will be provided for through the contractual agreement with the Town of South Palm Beach.

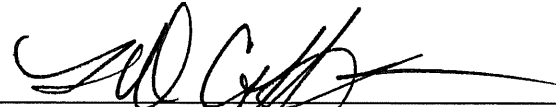
III REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:


 _____ 11/11/19
 KR 160 OFMB
 10/30 10/30


 _____ 11/11/19
 Contract Administration

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>								
South Palm Beach Police Services								
160-2641-4210	Charges for Police Services	0	0	1,050,000	0	1,050,000		
<u>REVENUES</u>		<u>\$1,494,902,035</u>	<u>\$1,494,950,035</u>	<u>\$1,050,000</u>		<u>\$1,496,000,035</u>		
Sheriff - Law Enforcement								
160-1601-9498	Transfer to Sheriff's Office Fund	508,435,260	508,435,260	1,050,000		509,485,260		
TOTAL FUND EXPENDITURES		<u>\$1,494,902,035</u>	<u>\$1,494,950,035</u>	<u>\$1,050,000</u>	<u>\$0</u>	<u>\$1,496,000,035</u>		

Palm Beach County Sheriff's Office

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

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

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 TOWN OF SOUTH PALM BEACH**

This Agreement is made by and between the TOWN OF SOUTH PALM BEACH, 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 "TOWN") and Ric L. Bradshaw, Sheriff of Palm Beach County Sheriff's Office, Florida, (hereinafter referred to collectively as "SHERIFF").

WITNESSETH:

WHEREAS, the TOWN 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 TOWN also desires that the law enforcement services be performed such that the citizens of the TOWN retain the sense of community they have enjoyed with their municipal police department; and

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

WHEREAS, the TOWN 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 consideration, 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. 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.
- B. Deputy Sheriff shall mean an individual, other than those described in A, above, 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.

- C. District Office shall mean the law enforcement office space provided by the TOWN as set forth in Article 5, located within the TOWN boundaries.
- D. Service shall mean comprehensive law enforcement protection provided each day of the year on a twenty-four (24) hour per day basis.
- E. TOWN Manager shall mean the chief administrative officer of the TOWN and shall include any individual employed by the TOWN or any contracted third party who is delegated to perform the duties and responsibilities of the management and oversight of the TOWN functions related to law enforcement services.

ARTICLE 2 – LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services:

- A. The SHERIFF shall provide to the TOWN, 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 TOWN to the extent and in the manner herein described.
- B. The SHERIFF shall assign personnel, through request and consultation with the TOWN, to provide the level of professional law enforcement services consistent with the level of service provided to the TOWN immediately prior to the commencement of this Agreement by its former Police Department, 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, PAL, traffic control, testifying in court, community policing, high visibility patrol within the TOWN (including all TOWN facilities and parks), and other duties in accordance with the SHERIFF'S general orders, the TOWN Charter and Ordinances, Palm Beach County Charter and Ordinances that are applicable within the TOWN, and statutes of the State of Florida. The Sheriff's deputies may act as Code Enforcement officers as needed. Sheriff's deputies will enforce Town 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 provide the TOWN, upon the request of the TOWN, 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. Those services typically include, but are not limited to, providing services at:

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

E. All deputies assigned to the TOWN OF SOUTH PALM BEACH shall remain within the corporate limits of the TOWN OF SOUTH PALM BEACH, unless otherwise dictated by operational necessity.

F. Direct law enforcement patrol supervision shall be provided by the assignment of a Sergeant or higher ranking officer each day of the year, twenty-four (24) hours per day.

G. The District Office shall optimally be open during normal business hours, Monday through Friday, from the hours of 8:00 a.m. until 4:00 p.m.

H. Transfer of Current Vehicle Fleet and Equipment:

Within 45 days of the Effective Date, the TOWN shall transfer title and ownership interest of the TOWN'S current furnishings, equipment, police vehicles (including attached equipment, such as light bars and cages) and radios to the SHERIFF in an "as is" condition. See Exhibit B for list of police vehicles.

I. Re-transfer of Equipment, Vehicle Fleet and Facilities:

Upon the expiration or earlier termination of this Agreement, SHERIFF shall return to the TOWN all previously transferred equipment, vehicles, radios and facilities used by SHERIFF in performing law enforcement related services, free and clear of all Liens, or the value agreed to on the inventory transfer sheet at the time of re-transfer of such equipment, vehicles or facilities. Any equipment, supplies, and vehicles furnished or purchased by the SHERIFF shall remain the property of the SHERIFF.

- J. Each patrol unit shall prominently display on the vehicle's exterior "TOWN OF SOUTH PALM BEACH" and the town logo, designed to match the scheme of Sheriff's vehicles.

2.2 Executive and Administrative Services:

Without impairing the rights of the SHERIFF as an employer as provided in Article 4, the SHERIFF will review with and receive input from the TOWN prior to the selection of the Sergeant, who shall regularly meet and confer with the Town Manager.

- A. Performance of all duties and responsibilities of the Sergeant shall be in accordance with SHERIFF'S general orders, any applicable collective bargaining agreements, and this Agreement.

2.3 Administrative Responsibilities:

- A. The Sergeant or designee will notify the Mayor, Town Council and the Town Manager in a timely manner of any major/significant crimes, incidents, or emergencies that occur within the TOWN.
- B. The Sergeant shall provide semi-annual reports to the TOWN consisting of data and analysis of town law enforcement service activity, segregated by type and geographic locations where applicable, to include:
 - 1. Calls for service by time of day, geographic location, day of the week, and type.
 - 2. Reported incidents, criminal and non-criminal, by category.
 - 3. Number and types of arrests.
 - 4. Traffic crashes.
 - 5. Traffic citations.
 - 6. Response times to emergency calls by priority classification.
 - 7. Number and type of special/additional enforcement activities.
 - 8. Law Enforcement Forfeiture activity.
 - 9. Monthly expenditure reports.
 - 10. Monthly overtime reports.

- C. A formal analysis of law enforcement-related trends and indicators shall be prepared and presented to the TOWN on a semi-annual basis by the SHERIFF or designee and shall include the data, analysis, and reporting set forth in Section B above.
 - 1. The TOWN may, at its sole discretion and cost, cause the analysis to be prepared by the TOWN in addition to the analysis prepared by the SHERIFF.
 - 2. The SHERIFF shall provide any and all available data, in accordance with Florida law, to complete the analysis as requested by the TOWN.
- D. The TOWN and SHERIFF recognize that competent professional law enforcement services require flexibility in order to meet society's challenge to combat crime and other social conditions. Therefore, the Sergeant shall have the discretion to determine, after consultation with the TOWN, staff allocation and assignments in alignment with ongoing law enforcement activity analysis.
- E. The, Sergeant or designee shall be responsible for attending all Town Council Meetings, community meetings and meetings with town staff which involve issues of mutual concern or when needed to provide advice or consent on law enforcement issues and all other meetings so designated by the Town Manager.
- F. From time to time, with responsible notice, the SHERIFF, or Executive Staff Member, shall meet with the TOWN to discuss law enforcement issues related to services impacting the TOWN.

2.4 Fiscal Responsibilities:

- A. The SHERIFF shall provide to the TOWN a proposed costing for renewal of law enforcement services no later than May 31st prior to each fiscal year through the term of the agreement.
- B. Annual staffing adjustments for deputy sheriffs in the SHERIFF'S proposed costing renewal of law enforcement services shall be supported by crime and law enforcement activity analysis. All changes in staffing allocations must be approved by the Town Council.
- C. Emergency purchases and unanticipated repairs not included in the compensation provided for in this Agreement shall be justified and forwarded to the Town's Finance Director for consideration.

- 2.5 The SHERIFF shall furnish to and maintain for the benefit of the TOWN, 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, except as included under Article 5.

- 2.6 EVIDENCE: All evidence currently in the custody of the TOWN shall be transferred to the custody of the SHERIFF. The SHERIFF with the assistance of the TOWN will conduct a 100% inventory of all evidence to ensure compliance will all Florida State Statutes, SHERIFF'S general orders, and Commission for Florida Law Enforcement Accreditation standards.

ARTICLE 3 – ANCILLARY SERVICES

- 3.1 The following Ancillary Services shall be provided to the TOWN at no additional cost to the TOWN when the SHERIFF reasonably believes such are necessary or desirable:

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.
7. Community Policing.
8. Evidence Custodian.
9. Other support services, such as Traffic Homicide, Police Athletic League (PAL), Equine Patrol, Administrative Support, Canine, etc. (as available to other SHERIFF districts or law enforcement jurisdictions).

ARTICLE 4 – OTHER RESPONSIBILITIES

- 4.1 Employment Responsibility:

- A. Unless otherwise provided herein, those persons presently employed by the TOWN, to the extent their positions are identified in Exhibit A, (Palm Beach County Sheriff's Office Staff) and who are designated for employment in performance of such services, functions and responsibilities as described and contemplated herein for the TOWN shall be and become PALM BEACH COUNTY SHERIFF'S OFFICE employees on the effective date of this Agreement, if they meet the SHERIFF'S standards for employment, including

but not limited to background investigation, psychological evaluation and drug screening. All such designated persons meeting these standards and who become Sheriff's Office employees will be subject to completing a one year probationary period and must successfully complete any applicable FTO programs. Civilian Employees will be subject to completing a one year probationary period from the date of hire with the Sheriff's Office.

- B. On the effective date of this Agreement, the SHERIFF shall be responsible for all insurance benefits, compensation, and/or any status or right during the course of employment with the SHERIFF, which accrue on or after the Effective Date of this Agreement. Accordingly, the TOWN shall not be called upon to assume any liability for, or direct payment of, any salaries, wages, contribution to pension funds (as provided herein) or 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 TOWN and residents thereof. Notwithstanding, the TOWN shall be and remain responsible for the payment of salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits, or any other amenities of employment for its former employees, when such right or claim accrued during employment with the TOWN or from incidents which occurred prior to the Effective Date of this Agreement.
- C. All employees electing to participate in the Florida Retirement System shall be bound to all statutory and administrative procedures regulating FRS.
- D. At the commencement of this Agreement, employees transferring employment may transfer to the SHERIFF only those accrued hours of unused sick leave or annual leave consistent with the SHERIFF'S policies and procedures. Said employees shall start employment with the SHERIFF with a zero base of compensatory time and holiday time. Any excess sick leave, annual leave, compensatory time and/or holiday pay accrued while employed with the TOWN, pursuant to town policy, shall be paid by the TOWN to the transferring employee.
- E. If necessary, further clarification regarding the method of calculation of pension contributions and leave accruals may be set forth or further explained in a letter of understanding.
- F. SHERIFF shall credit all employees with seniority privileges for vacation selection and eligibility for Career Deputy as if they were hired by SHERIFF on the date they were hired by the TOWN as Police Officers. SHERIFF will credit employees with seniority privileges for promotional opportunities after one year from the commencement of the Term of this Agreement, as if they were hired by SHERIFF on the date they were hired by the TOWN.

Employees will begin earning credit toward longevity pay, merit leave and payment for unused sick leave after continuous employment by the SHERIFF for a period of 24 months following the Effective Date of this Agreement .

- I. All persons presently employed by the TOWN, who meet PBSO standards and who become PBSO employees, shall thereafter no longer be a member of, or subject to, any unions or collective bargaining units endemic to their employment with the TOWN.

4.2 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.

4.3 Assignment of Police Powers: The TOWN does hereby vest in each deputy sheriff, to the extent allowed by law, the police powers of the TOWN 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. Every sworn deputy of the SHERIFF so empowered hereby and engaged in the performance of the services, duties and responsibilities described and contemplated herein shall be deemed to be sworn officers of the TOWN while performing such services, duties and responsibilities which constitute municipal functions and are within the scope of this Service Agreement.

4.4 Employee Claims:

- A. The TOWN shall disclose any and all current or potential disputes, grievances, charges, complaints or proceedings, involving any employee or any collective bargaining representative of the employees, which would have a material adverse effect on this Agreement or the TOWN'S or SHERIFF'S obligations hereunder.
- B. The TOWN shall disclose any and all current or potential claims by any employee, who may become an employee of the SHERIFF, against the TOWN and known to the TOWN on account of (a) overtime pay, other than overtime pay for the current payroll period; (b) wages or salary for any period other than the current payroll period; (c) vacation, compensatory time, time off or pay in lieu of vacation or time off, other than that earned in respect of the current calendar year; or (d) any violation of any applicable law relating to minimum or maximum hours of work.
- C. The TOWN shall disclose all employee claims for accrued and unpaid sick days, accrued and unpaid vacation days, accrued and unpaid personal days,

other accrued leave time and compensatory time, and all other employee claims or potential claims, by any town employee who may become an employee of the SHERIFF.

D. All such disclosures by the TOWN shall be provided to the SHERIFF prior to the Effective Date of this Agreement.

E. The TOWN shall be and remain responsible for all claims resulting from incidents which occurred prior to the Effective Date of this Agreement, whether or not such claims were filed prior to the Effective Date.

4.5 The SHERIFF shall provide to the TOWN access to Power DMS the agency wide document management system, regarding General Orders, Policy and Procedure, Rules and Regulations, and other agency documents that require review, to the extent that such documents are a public record.

ARTICLE 5 – TOWN RESPONSIBILITIES

5.1 District Office Space:

A. The TOWN agrees to maintain and keep in good repair, or cause to be maintained or repaired, to include necessary building/ground maintenance, pest control, alarm services, and janitorial services for those facilities designated as the District Office. The SHERIFF shall maintain the District Office in a clean condition, free from debris, with normal use excepted. In the event the SHERIFF, his employees, or appointees destroy, deface, damage, impair, or remove any part of the District Office, the SHERIFF will be responsible, to the extent permitted by law, for repairing or replacing such property.

B. Future space planning shall be coordinated with the SHERIFF and the TOWN. The final decision shall be the responsibility of the TOWN.

C. Any fixtures, furnishings, and equipment, or other property located in the District Office purchased by the SHERIFF for the District Office either before or during the term of this Service Agreement, are and will remain the property of the SHERIFF. Any fixtures, furnishings, and equipment purchased by the TOWN are and will remain the property of the TOWN, unless otherwise donated or released to the SHERIFF.

D. The use and occupancy by the SHERIFF of the District Office shall include the use in common with others entitled thereto of the automobile parking areas, driveways, pathways, entranceways, means of ingress and egress, loading and unloading facilities, and other facilities as may be designated from time to time by the TOWN; subject, however, to the terms and conditions of this Service Agreement.

- E. The TOWN shall, during the term of this Agreement, at its sole cost and expense, maintain appropriate insurance coverage to include general liability and fire and casualty coverage, either through a commercial insurance carrier or a self insurance program of sufficient coverage, to protect the TOWN and the SHERIFF in the event of claims relating to the District Office or damage/destruction of the District Office provided to the SHERIFF under this Agreement. The TOWN shall provide a copy of its insurance policy to the SHERIFF within thirty (30) days of the effective date of this Agreement.
- F. If for any reason the TOWN fails to provide the SHERIFF with a District Office as required above, the SHERIFF is relieved from his obligation to provide, inside the boundaries of the TOWN, those contracted or future contracted administrative services, including all positions indicated in this agreement, and such other services which require a physical structure within the TOWN.
- G. The TOWN'S failure to provide the SHERIFF with a District Office will require the Sheriff's Deputies to attend roll call at the SHERIFF'S headquarters, and any additional travel time incurred will, as agreed upon by the TOWN and the SHERIFF, be either part of the contracted hours or will be billed at the contracted hourly rate.

- 5.2 The TOWN shall provide two (2) copies of TOWN ordinances as adopted and two (2) copies of the Code of Ordinances with updates as received.

ARTICLE 6 – CONSIDERATION

- 6.1 The total amount due for all services beginning October 01, 2019 through September 30, 2020 (except those costs identified and funded in Article 6.5) shall be \$1,050,000.00. The Monthly payments shall be \$87,500.00.
- 6.2 The total amount due for all law enforcement services for subsequent years shall be based upon the proposal submitted by the SHERIFF, as set forth in Article 2, Section 2.4, during the town's budget process and approved by the Town Council. However, for contract years beginning 2021, and 2022, the annual increase shall not be more than 2% for each year; for contract years beginning 2023, and 2024, the annual increase shall be from 2% to 5% for each year; and the annual increase shall not be more than 5% for each contract year beginning 2025 to 2029.
- 6.3 Additional law enforcement services shall be compensated at a rate of \$90.00 per hour and will be billed by the SHERIFF to the TOWN on a monthly basis. This rate is subject to annual review and change upon agreement between the TOWN and SHERIFF.
- 6.4 The SHERIFF shall invoice the TOWN within ten (10) days of the close of each month. Payments shall be made in equal monthly increments and shall be

remitted to the SHERIFF before the 25th day of the month preceding the month of service.

- 6.5 The TOWN shall fund the cost of any third-party agreements requested by the TOWN related to the performance of this Law Enforcement Services Agreement, including additional crime analysis and audit functions as determined necessary and approved by the TOWN.
- 6.6 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 7 – AUDIT OF RECORDS

- 7.1 The TOWN may, upon reasonable notice to the SHERIFF, examine the existing SHERIFF'S records relating to the services provided pursuant to the terms of this Agreement.
- 7.2 Records not prepared by the SHERIFF in the ordinary course of business may be provided as the TOWN and the SHERIFF may agree.
- 7.3 The TOWN may elect to perform the audit itself or to have an outside third party do so.

ARTICLE 8 – FINES AND FORFEITURES

- 8.1 Law Enforcement Education Funds:

All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for the TOWN 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 TOWN. Apart from such funds, the SHERIFF shall have no claim or right to any other monies or things of value which the TOWN receives or may hereinafter receive by way of entitlement programs, grants, or otherwise in connection with police or law enforcement activities.

- 8.2 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 TOWN consistent with the distribution requirements of Section 318.21, Florida Statutes.

8.3 Unclaimed Property:

The TOWN and the SHERIFF do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair the TOWN'S right to the disposition of proceeds and forfeitures arising under the sale or disposition of unclaimed property by the TOWN or under any statutory or common law proceeding to which the TOWN would otherwise be entitled.

8.4 Alarm Ordinance Fines and Fees:

The TOWN shall be entitled to receive a portion of the fines and alarm permit revenues generated within the jurisdictional limits of the TOWN 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 and processing of alarm permits.

ARTICLE 9 – INSURANCE

- 9.1 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.
- 9.2 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 hereof.

ARTICLE 10 – HOLD HARMLESS

- 10.1 To the extent permitted by Florida law and without waiving any statutory and constitutional Sovereign Immunity protections, the SHERIFF holds the TOWN 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 TOWN for any and all damages, judgments, claims, costs, expenses, including reasonable attorneys' fees, which the TOWN 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 TOWN 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 intentionally wrongful or negligent acts of the TOWN, its employees, agents, servants, visitors, and/or any other third parties.

- 10.2 To the extent permitted by Florida Law and without waiving any statutory and constitutional Sovereign Immunity protections, the TOWN 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 intentionally wrongful or negligent acts of the employees of appointees of the TOWN while in the performance of this Agreement and the TOWN shall indemnify the SHERIFF for any and all damages, judgments, claims, costs, expenses, including reasonable attorneys' 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 TOWN while in the performance of this Agreement.

In no event shall the TOWN 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 11 – INDEPENDENT CONTRACTOR

- 11.1 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 Article 4.

ARTICLE 12 – TERM

- 12.1 This Agreement shall remain in full force and effect commencing October 01, 2019 and ending September 30, 2029 all dates inclusive, unless the Agreement is otherwise extended, amended or terminated in accordance with the terms thereof.
- 12.2 In the absence of a notice of termination in accordance with Article 13, this Agreement shall automatically renew annually subject to the costing proposal by the SHERIFF and subsequent approval by the TOWN.

ARTICLE 13 – TERMINATION

- 13.1 The TOWN or the SHERIFF may terminate this Agreement with or without cause upon written notice to the other party of this Agreement; provided, however, that notice of such termination shall not be effective until after receipt of the written notice. Written notice shall be delivered by June 30, of any given year for

termination to be effective on October 1, of that year. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or the Town Manager. If during the first twelve (12) months of this Agreement, the TOWN provides to the SHERIFF such written notice to cancel this Agreement, the SHERIFF shall be paid a cancellation charge to cover costs incurred by the SHERIFF, reasonably necessary for the performance of this Agreement. This cancellation charge shall be Two Hundred Fifty Thousand Dollars (\$250,000.00) and shall be paid on or before the termination date. Said cancellation charge is in addition to any compensation due for services rendered through the date of termination or equipment purchased by the TOWN pursuant to section 14.3.

ARTICLE 14 – TRANSITION

- 14.1 In the event of the termination or expiration of this Agreement, the SHERIFF and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the SHERIFF'S Office to a town 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 TOWN pursuant to the terms hereof.
- 14.2 In the event of termination or upon expiration of this agreement, the TOWN shall retain ownership of all equipment, furnishing and fixtures funded and acquired through any separate agreement between the SHERIFF and the TOWN.
- 14.3 In the event of termination or upon expiration of this agreement, the TOWN shall have the option to purchase from the SHERIFF any equipment, fixtures, and furnishings furnished by the SHERIFF to perform the services provided under this Agreement. The purchase price shall be determined by mutual agreement of the parties as to the fair-market value of such equipment, fixtures, and furnishings.

ARTICLE 15 – AUTHORITY TO EXECUTE; NO CONFLICT CREATED

- 15.1 The SHERIFF, by his execution hereof, does hereby represent to the TOWN 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 TOWN according and to the extent of the provisions hereof.
- 15.2 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.

- 15.3 The Town Mayor, by her execution hereof, does represent to the SHERIFF that she has full power and authority to make and execute this Agreement on behalf of the TOWN.
- 15.4 Nothing herein contained is any way contrary to or in contravention of the Charter of the TOWN or the laws of the State of Florida.

ARTICLE 16 – NOTICE

16.1 The persons to receive notice under this Agreement are:

TOWN ADMINISTRATION:
Robert Kellogg, Interim Town Manager
Town of South Palm Beach
3577 South Ocean Blvd.
South Palm Beach, Florida 33480

TOWN ATTORNEY:
Glen J. Torcivia, Shareholder
Torcivia, Donlon, Goddeau & Ansay, P.A.
701 Northpoint Parkway Suite 209
West Palm Beach, Florida 33407

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

SHERIFF'S ATTORNEY:
Department of Legal Affairs
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, Florida 33406

ARTICLE 17 – NON-ASSIGNABILITY

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

ARTICLE 18 – THIRD PARTIES

18.1 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 19 – JOINT PREPARATION

19.1 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 20 – FAILURE TO DISCLOSE

20.1 The TOWN shall disclose to the SHERIFF complete and accurate information requested by or necessary to the SHERIFF in order to perform the services contracted for in this Agreement. The TOWN understands that the level of service, the amount of consideration established and the terms of the Agreement are based, in part, upon the information provided by the TOWN. The TOWN agrees to indemnify the SHERIFF, and be responsible for any claim, damages, costs or expenses incurred by the SHERIFF arising out of, or related to, the TOWN'S failure to disclose complete and accurate information to the SHERIFF.

ARTICLE 21 – ENTIRE AGREEMENT

21.1 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.

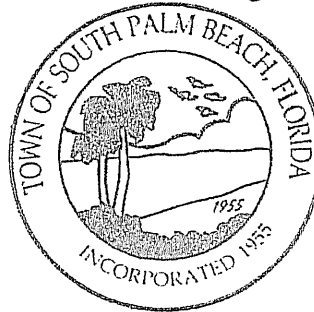
ATTEST:

By: [Signature]
Yude Alvarez, Town Clerk

TOWN OF SOUTH PALM BEACH

By: [Signature]
Bernice Fischer, Mayor

Dated: 6/26/2019



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
Glen J. Torcivia, Town Attorney

ATTEST:

By: [Signature]
Christopher Keane, Major

SHERIFF OF PALM BEACH COUNTY

By: [Signature]
Ric L. Bradshaw, Sheriff

Dated: 6/26/19

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature] #7008
Sheriff's Attorney

Exhibit A*

Previous South Palm Beach Allocations		Current District 19 Allocations	
Title	Quantity	Title	Quantity
Chief	1	N/A	N/A
Sergeant	1	Sergeant	1
Deputy Sheriff	6	Deputy Sheriff	6
TOTAL	8	TOTAL	7

* This Exhibit A is adopted as part of the agreement effective October 01, 2019.

EXHIBIT B

Unit Number	Department	VIN	Make	Model And Description	Fleet	Reported Value	Valuation Type/Code	Year Built	Vehicle Type
1	Police	1FM5K8ARNFGA66319	Ford	Explorer	N	\$24,000.00	ACTUAL_CASH_VALUE	2015	4A Police Car
2	Code Enforcement	2FAHP71V28X155461	Ford	Crown Vic	N	\$9,000.00	ACTUAL_CASH_VALUE	2008	3A Private Passenger
3	Police	1FM5K8AR0GGB97566	Ford	Explorer	N	\$26,000.00	ACTUAL_CASH_VALUE	2016	4A Police Car
4	Police	1FM5K8AR9JGA84299	Ford	Explorer	N	\$41,000.00	ACTUAL_CASH_VALUE	2018	4A Police Car
5	Police	2C3CDXAT5CH181457	Dodge	Charger	N	\$24,000.00	ACTUAL_CASH_VALUE	2018	4A Police Car