

AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND BETWEEN THE PALM BEACH COUNTY SHERIFF'S OFFICE AND WELLINGTON

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

WITNESSETH:

WHEREAS, Wellington 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 Wellington a high level of professional law enforcement services and Wellington is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and

WHEREAS, WELLINGTON 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. District 8 Commander shall mean an exempt employee who is appointed by the SHERIFF as a deputy sheriff holding the rank of captain who shall perform duties and functions as specifically set forth in Article 2 of this Agreement.
- B. 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.
- C. 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.

- D. Deputy Sheriff shall mean an individual, other than those described in A, B, and C 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.
- E. Administrative Assistant shall mean a civilian employee of the SHERIFF who performs general office and clerical functions at the SHERIFF's District Office as directed by the District 8 Commander and the Executive Officer as set forth in Article 2 of this Agreement.
- F. School Crossing Guard shall mean a part-time civilian employee of the SHERIFF assigned to provide safe crossing for students attending schools within the boundaries of WELLINGTON as set forth in Article 2 of this Agreement.
- G. Law Enforcement Aide shall mean a full-time civilian employee of the SHERIFF assigned to law enforcement related duties and responsibilities assisting a deputy sheriff as set forth in Article 2 of this Agreement.
- H. Patrol Unit shall mean one staffed marked patrol car and all standard equipment as defined by the SHERIFF's general orders.
- I. District Office shall mean the law enforcement office space provided by WELLINGTON as set forth in Articles 4 and 5, located within WELLINGTON'S boundaries.
- J. Service shall mean comprehensive law enforcement protection provided each day of the year on a twenty-four (24) hour per day basis.
- K. City Manager shall mean the chief administrative officer of WELLINGTON and shall include any individual employed by WELLINGTON or any contracted third party who is delegated to perform the duties and responsibilities of the management and oversight of WELLINGTON functions related to law enforcement services.
- L. Criminal Justice Planner shall mean a full time civilian employee of the SHERIFF who, under the direction of the District 8 Commander, oversees contractual compliance matters, maintains the District law enforcement strategic plan, and assists with other reporting requirements as set forth in Article 2 of this Agreement.
- M. Law Enforcement Services Plan (LESP) shall mean an annual proposal generated by the Sheriff and submitted for approval by Wellington as provided for in Section 2.3 of this Agreement.

ARTICLE 2 – LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services

- A. The SHERIFF shall provide to WELLINGTON, 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 WELLINGTON to the extent and in the manner herein described.
- B. The SHERIFF shall assign personnel to provide the level of professional law enforcement services as established in Exhibit A, attached hereto and incorporated herein, and revised each year in accordance with Section 2.3, utilizing the staff structure as provided herein.
 - 1. The SHERIFF shall provide WELLINGTON the full staffing for all sworn law enforcement personnel.
- C. Law enforcement services shall encompass all those duties and functions of the type coming with the jurisdiction of, and customarily provided by, municipal police departments, which include arrest of criminal offenders and citations issued to traffic violators, crime prevention, traffic control, testifying in court, community policing, high visibility patrol within WELLINGTON (including all WELLINGTON facilities and parks), and other duties in accordance with the SHERIFF's general orders, the WELLINGTON Charter and ordinances, Palm Beach County Charter and ordinances that are applicable within WELLINGTON, and statutes of the State of Florida. 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's Alarm Ordinance as it may from time-to-time be amended.
- D. The Village of Wellington's Code Enforcement Department ensures that residents, business owners and properties comply with the Code of Ordinances for the Village. The Code Enforcement Department will enforce the codes of the Village, in the manner set forth in the Code. The Sheriff's deputies will not replace the Village's Code Enforcement Officers, however, Sheriff's deputies will enforce Ordinances where the ordinance provides for a penalty which includes a term of imprisonment, and may enforce such other sections of the Code which present law enforcement issues. The Sheriff will develop partnerships with the Code Enforcement Department to promote and maintain a safe and desirable living and working environment.
- E. The SHERIFF shall provide WELLINGTON, upon the request of the WELLINGTON, such supplemental law enforcement services of a deputy sheriff or sergeant, 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. Council meetings.
 2. Board and Committee meetings.
 3. Special Events sponsored by WELLINGTON.
 4. Short-term and temporary increases in law enforcement road patrol services.
- 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. Sergeants shall not be included in calculating the deputy sheriff staffing requirements set forth in this agreement.
- G. The Law Enforcement Aide shall provide services in the District Office, including walk-in complaints, preparing reports, logs and schedules, filing, fingerprinting, equipment certification, and other related duties as assigned by the District 8 Commander.
- H. The School Crossing Guards shall provide assistance for the purpose of protecting children while crossing the roadways in and around schools located within WELLINGTON. School Crossing Guards shall be present prior to school opening and at the close of each regularly scheduled school day.
- I. The Criminal Justice Planner shall perform monthly law enforcement analysis and assist in the development and maintenance of the annual Law Enforcement Services Plan (LESP).
- J. SHERIFF'S personnel shall respond to and render law enforcement services in accordance with the performance measures and standards contained within the annual Law Enforcement Services Plan as prepared by the District 8 Commander and presented to WELLINGTON.
- K. The District Office shall minimally be open during normal business hours, Monday through Friday, from the hours of 8:00 a.m. until 4:30 p.m.
- L. Each patrol unit shall prominently display on the vehicle's exterior "Wellington".

2.2 Executive and Administrative Services

- A. Without impairing the rights of the SHERIFF as an employer as provided in Article 3, the SHERIFF will review with and receive input from WELLINGTON prior to the selection of the District 8 Commander, who shall regularly meet and confer with the City Manager or designee.
- B. Performance of all duties and responsibilities of the District 8 Commander and the Executive Officer shall be completed without overtime compensation or additional charges. When the Executive Officer is acting in the capacity of the District 8 Commander due to the District 8 Commanders absence or unavailability,

WELLINGTON shall not be responsible for any overtime compensation or additional charges for the Executive Officer acting in that capacity.

- C. Performance of all duties and responsibilities of the Executive Officer, except as outlined in 2.2B, 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 shall serve as assistant to the District 8 Commander and perform those duties and responsibilities consistent with the SHERIFF's general orders, any applicable collective bargaining agreements, and this Agreement under the direction of the District 8 Commander.
- B. The District 8 Commander shall prepare a Law Enforcement Services Plan reflecting the mission of WELLINGTON as a choice community with a focus on recreation, education, growth management and the environment.

The Law Enforcement Services Plan shall include, at a minimum:

1. Mission Statement establishing law enforcement direction.
2. Performance Standards indicative of excellence in law enforcement services, including, but not limited to, response times, proactive patrol times, crime rates and clearance rates. Analysis may also include citizen satisfaction and complaint levels as mutually agreed to by WELLINGTON and the SHERIFF.
3. Goals and Objectives to ensure achievement of performance standards.
4. Formal review and analysis of law enforcement activity, including the exploration of alternative law enforcement options, impact of future growth and planned development, identification of strengths, weaknesses, opportunities, trends and threats.
5. Action plans to address proactive community policing programs, crime prevention efforts, traffic interdiction, school and education interaction and coordination, WELLINGTON facilities, and parks and recreation patrol. All action plans shall have measurable outcomes indicative of successful achievement of goals and objectives.
6. A monthly reporting mechanism to update WELLINGTON on the status and progress of action plans to actual performance, along with an ongoing monitoring system designed to ensure success and achievement of the strategic plan goals, objectives and action plans.

7. A communication method designed to inform WELLINGTON , the SHERIFF, and all SHERIFF'S personnel assigned to WELLINGTON of the strategic plan and performance expectations and progress.
- C. The District 8 Commander or designee will notify the City Manager or his designee in a timely manner of any major/significant crimes, incidents or emergencies that occur within WELLINGTON'S municipal boundaries, including any movement of personnel.
- D. The District 8 Commander shall provide two reports per year (semi-annual and annual) to WELLINGTON consisting of data and analysis of WELLINGTON 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 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 extra duty hours
 10. Number of staff on duty by day and shift
 11. Number of citizen complaints received and outcomes, where permitted by law
- E. A formal analysis of law enforcement-related trends and indicators shall be prepared and presented to WELLINGTON twice annually by the SHERIFF or designee and shall include data, analysis, and reporting set forth in Sections B and D above.
1. WELLINGTON may, at its sole discretion, cause the analysis to be prepared by the VILLAGE in addition to the analysis prepared by the SHERIFF.
 2. The SHERIFF shall provide any and all available data necessary to complete the analysis as requested by WELLINGTON.

- F. WELLINGTON 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 District 8 Commander shall have the discretion to determine staff allocation and assignments in alignment with the Law Enforcement Services Plan and ongoing law enforcement activity analysis.
- G. The District 8 Commander or designee shall be responsible for attending all WELLINGTON Council Meetings and Public Safety Committee Meetings and such other Board, Committee or Community meetings at the request of the City Manager, without additional charges which involves issues of mutual concern or whenever needed to provide advice or consent on law enforcement issues.
- H. From time to time, with responsible notice, the SHERIFF, or Executive Staff Member, shall meet with WELLINGTON to discuss law enforcement issues related to services impacting WELLINGTON.

2.4 Fiscal Responsibilities

- A. The SHERIFF shall provide to WELLINGTON a Law Enforcement Services Plan and proposed costs for Law Enforcement Service Agreement by May 1st of each year through the term of the Agreement.
- B. The SHERRIF'S proposed Law Enforcement Services Plan is subject to review by WELLINGTON, in compliance with WELLINGTON'S budget review requirements and final approval by WELLINGTON'S Council.
- C. Annual staffing increases for deputy sheriffs requested in the SHERIFF'S Law Enforcement Services Plan shall be supported by crime and law enforcement activity analysis.
- D. Emergency purchases and unanticipated repairs not included in the annual budget shall be justified and forwarded to the Director of Administrative and Financial Services for consideration.

- 2.5 The SHERIFF shall furnish to and maintain for the benefit of WELLINGTON, without additional cost therefore, all necessary labor, supervision, equipment, vehicles, communication services 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 4. Clerical and administrative support shall be provided by the SHERIFF under the direction of the District 8 Commander.

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 contemplated herein, for WELLINGTON, are deemed Palm Beach County Sheriff's Office employees during the duration of this Agreement.
- 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, WELLINGTON 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 WELLINGTON 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. WELLINGTON does hereby vest in each deputy sheriff, to the extent allowed by law, the police powers of WELLINGTON 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.

3.3 The SHERIFF shall maintain the District Office in a clean condition, free from debris, normal use excepted. The SHERIFF further agrees not to destroy, deface, damage, impair, or remove any part of the District Office and shall be responsible for the repair or replacement of such property.

3.4 The SHERIFF shall provide to WELLINGTON two (2) copies of the SHERIFF's general orders, including any updates and amendments added after publication.

ARTICLE 4 – WELLINGTON RESPONSIBILITIES

4.1 District Office Space

- A. WELLINGTON will provide office space within its municipal boundaries, which is adequate in size, configuration and accessibility to coordinate and carry out law enforcement services within WELLINGTON'S municipal boundaries.

- B. WELLINGTON 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.
- C. Future space planning shall be coordinated with the SHERIFF and WELLINGTON. The final decision shall be the responsibility of WELLINGTON.
- D. WELLINGTON shall be financially responsible for all fixtures, furnishings, equipment and costs related to the operation of the District Office, including costs which may be incurred in the relocation of the District Office during the term of this Agreement. Fixtures, furnishings, equipment and costs related to the operation of the District Office are defined as desks, chairs, lamps, lights, telephones, facsimile machines, photocopiers, office supplies and any other piece of personal property which is reasonable and necessary for the proper functioning of a District Office office space. Any fixtures, furnishings and equipment located in the District Office purchased by the SHERIFF prior to the time of this Service Agreement is executed and any other property purchased by the SHERIFF for the District Office during the term of this Service Agreement are and will remain the property of the SHERIFF. Any fixtures, furnishings and equipment purchased by WELLINGTON are and will remain the property of WELLINGTON, unless otherwise donated or released to the SHERIFF.
- E. 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 WELLINGTON; subject, however, to the terms and conditions of this Service Agreement.
- F. WELLINGTON, during the term of this Agreement, at its sole cost and expense, shall 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 WELLINGTON 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. WELLINGTON shall provide a copy of its insurance policy to the SHERIFF within thirty (30) days of the effective date of this Agreement.
- G. If, for any reason, WELLINGTON 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 WELLINGTON, those contracted or future contracted administrative services, including all positions indicated in this Agreement and such other services which require a physical structure within WELLINGTON. All such positions indicated in this Agreement will be relocated to the SHERIFF's main headquarters office and will carry out their job functions as required under this Service Agreement, and

WELLINGTON will pay for those services while performed at the SHERIFF's main headquarters office.

- H. WELLINGTON'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 WELLINGTON and the SHERIFF, be either part of the contracted hours or will be billed at the contracted hourly rate.

4.2 WELLINGTON shall provide two (2) copies of WELLINGTON'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, 2014 through September 30, 2015, excepting those costs identified and funded in Article 5.5 and 5.6 shall be \$8,216,699.00.

5.2 The total amount due for all law enforcement services for subsequent years shall be based upon the proposed costs submitted by the SHERIFF during WELLINGTON'S budget process and approved by WELLINGTON'S Council.

5.3 Additional law enforcement services as set forth in Article 2.1 D shall be compensated at a rate of \$63.00 per hour and will be billed by the SHERIFF to WELLINGTON on a monthly basis. This rate is subject to annual review and change upon agreement between WELLINGTON and SHERIFF.

5.4 The SHERIFF shall invoice WELLINGTON 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 by the 25th day of the month following the receipt of the invoice.

5.5 WELLINGTON 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 WELLINGTON.

5.6 WELLINGTON shall fund the lease and/or other costs associated with provision of the Wellington District Office.

5.7 The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at times prescribed herein. WELLINGTON shall have no further monetary obligations to the SHERIFF.

ARTICLE 6 – AUDIT OF RECORDS

6.1 WELLINGTON may, upon reasonable notice to the SHERIFF, examine the SHERIFF's records and other information relating to the services provided pursuant to the terms of this Agreement

6.2 All records and other information requested by WELLINGTON will be furnished or made available by the SHERIFF to WELLINGTON within thirty (30) days of the initial request. All requests for information regarding allocations and cost are available through the Sheriff's Bureau of Countywide Operations.

6.3 Records not prepared by the SHERIFF in the ordinary course of business may be provided as WELLINGTON and SHERIFF may agree.

6.4 WELLINGTON 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 WELLINGTON pursuant to Section 938, Florida Statutes, shall be assigned over to the SHERIFF and used by the SHERIFF for the law enforcement education purposes authorized in said statute. Apart from such funds, the SHERIFF shall have no claim or right to any other monies or things of value which WELLINGTON 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 WELLINGTON consistent with the distribution requirements of Section 318.21 Florida Statutes.

7.3 Unclaimed Property

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

7.4 Law Enforcement Trust Funds

A. The SHERIFF agrees that if a Sergeant, Deputy Sheriff, or Motor Unit (Road Patrol Units) contracted for under this Service Agreement or other SHERIFF'S investigative unit initiates an investigation and seizure of property or currency for forfeiture pursuant to Chapter 932, Florida Statutes, within WELLINGTON'S boundaries, and forfeiture action is commenced resulting in the property or currency being forfeited to the SHERIFF, the proceeds of the seizure, less expenses as set forth below, will be deposited into a Law Enforcement Trust Fund (LETf) established by WELLINGTON.

- B. The SHERIFF will deduct from the proceeds of the forfeitures those costs associated with the forfeiture action which include, but are not limited to: towing charges, storage charges, maintenance charges, filing fees, publication fees, postage (including certified and registered mail), service of process fees, clerical fees, attorney's fees and any other out-of-pocket expense.
- C. If the SHERIFF is unsuccessful in obtaining a forfeiture of property or currency seized pursuant to Article 7.4 A, WELLINGTON will reimburse the SHERIFF for those expenses incurred by the SHERIFF as set forth in Article 7.4B.
- D. The District 8 Commander may apply for the use of such funds if such application is in compliance with the Florida Contraband Forfeiture Act and Florida Statutes with approval by WELLINGTON. Upon appropriation, such funds shall be made available to the SHERIFF for its designated use within the confines of WELLINGTON.

7.5 Alarm Ordinance Fines and Fees.

WELLINGTON shall be entitled to receive all fines and alarm permit revenues generated pursuant to Wellington's adoption of the Palm Beach County Alarm Ordinance as currently adopted and as it may be amended from time to time, through Section 26-32 of Wellington's Code of Ordinances.

7.6 WELLINGTON Ordinances Fines and Fees

WELLINGTON shall be entitled to all fines and other revenues generated pursuant to the enforcement of municipal ordinance violations and the enforcement of state law violations.

- 7.7 The monthly reporting as provided in Section 2.3 (B) (6) shall include a complete and detailed accounting of Fines and Forfeitures.

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 WELLINGTON 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 WELLINGTON for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which WELLINGTON 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 WELLINGTON from liability, suites, 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 WELLINGTON, 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, WELLINGTON holds the SHERIFF harmless from any and all manner of action and actions, cause and causes of action, suites, 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 WELLINGTON while in the performance of this Agreement, and WELLINGTON 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 WELLINGTON while in the performance of this Agreement.

In no event shall WELLINGTON 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 Article 3.

ARTICLE 11 – TERM

11.1 This Agreement shall remain in full force and effect commencing October 1, 2014 and ending September 30, 2019, all dates inclusive, and shall automatically renew for subsequent five-year terms, 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.

- 11.2 In the absence of a notice of termination in accordance with Article 12, and prior to the beginning of each year of the term (prior to October 1), the SHERIFF shall submit a cost proposal for services for the next year of the term, and any other proposed changes to Article 5 (Consideration), which upon subsequent approval by WELLINGTON, shall be set forth in an Addendum to the Agreement.

ARTICLE 12 – TERMINATION

- 12.1 WELLINGTON or the SHERIFF may terminate this Agreement with or without cause upon written notice to the other party of this Agreement; provided, however, that such termination shall not be effective until the one hundred and eightieth (180) day after receipt of the written notice. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or City Manager.

ARTICLE 13 – TRANSITION

- 13.1 In the event of the termination or expiration of this Agreement, the SHERIFF and WELLINGTON shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the SHERIFF's Office to a WELLINGTON Police Department, and to maintain for a mutually agreed upon amount of time during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of WELLINGTON pursuant to the terms hereof.
- 13.2 In the event of termination or upon expiration of this Agreement, WELLINGTON shall retain ownership of all equipment, furnishing and fixtures funded and acquired through any separate law enforcement service agreement between the SHERIFF and WELLINGTON.
- 13.3 WELLINGTON shall have the option to purchase from the SHERIFF any equipment, fixtures, and furnishings acquired by the SHERIFF independent of this Law Enforcement Services Agreement between the SHERIFF and WELLINGTON. 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 14 – AUTHORITY TO EXECUTE; NO CONFLICT CREATED

- 14.1 The SHERIFF, by his execution hereof, does hereby represent to WELLINGTON 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 WELLINGTON 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 WELLINGTON'S 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 WELLINGTON, pursuant to Resolution No. R2014-_____ of WELLINGTON'S Council.
- 14.4 Nothing herein contained is any way contrary to or in contravention of WELLINGTON'S Charter or the laws of the State of Florida.

ARTICLE 15 – NOTICE

- 15.1 The persons to receive notice under this Agreement are:

CITY MANAGER:

Paul Schofield
12300 Forest Hill Boulevard
Wellington, Florida 33414

ATTORNEY FOR WELLINGTON:

Laurie Cohen, Esq.
12300 Forest Hill Boulevard
Wellington, Florida 33414

SHERIFF:

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

SHERIFF'S LEGAL ADVISOR:

Colonel Joseph A. Bradshaw, Jr.
Department of Legal Affairs
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, Florida 33406

MAJOR

Daniel R. Smith
Countywide Operations
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, Florida 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 WELLINGTON’S 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:

WELLINGTON, FLORIDA

By: _____
Awilda Rodriguez, Wellington Clerk

By: _____
Bob Margolis, Mayor

Dated: _____

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**

By: _____
Attorney for Wellington

ATTEST:

SHERIFF OF PALM BEACH COUNTY

By: _____
Daniel R. Smith, Major

By: _____
Ric L. Bradshaw

Dated: _____

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**

By: _____
Sheriff's Legal Advisor

EXHIBIT "A" *

During this Agreement, and commencing on October 01, 2014, the SHERIFF shall provide additional staffing comprised of six (6) crossing guards. These new positions shall supplement all existing positions provided in the previous fiscal years.

Position	13/14	14/15
Captain	1	1
Lieutenant	1	1
Detective Sergeant	1	1
Detective Deputy	2	2
Road Patrol Sergeant	6	6
Deputy Sheriff	46	46
Motor Units	2	2
Criminal Justice Planner	1	1
Problem Oriented Police	4	4
Administrative Secretaries	2	2
Clerical Specialist	1	1
Law Enforcement Aide	1	1
School Crossing Guards (PT)**	63	69

* This Exhibit A is adopted as part of the Agreement effective October 01, 2014.

** The former 63 crossing guard allocations have been changed to 69 in order to meet FDOT standards.