

**ADDENDUM 1
TO THE AGREEMENT FOR LAW ENFORCEMENT SERVICES
BY AND BETWEEN THE PALM BEACH COUNTY SHERIFF'S OFFICE
AND THE CITY OF GREENACRES**

DRAFT

This Addendum is made by and between the CITY OF GREENACRES, 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").

W I T N E S S E T H:

WHEREAS, the CITY and the SHERIFF entered into an Agreement for law enforcement services which was approved by the City Council on August 10, 2015, and by the Sheriff on August 27, 2015; and

WHEREAS, the Agreement between the CITY and the SHERIFF provides for a date of February 1, 2016, for the Sheriff's Department to assume law enforcement responsibilities within the City; and

WHEREAS, during the preparation and transition period leading up to the assumption date, additional items were identified which must be included within the Agreement between the CITY and the SHERIFF; and

WHEREAS, the CITY and the SHERIFF have agreed to modify and amend the original Agreement pursuant to the terms set forth in this Addendum and have those terms incorporated in the original Agreement as though fully set forth therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, **IT IS HEREBY AGREED AS FOLLOWS:**

ARTICLE 22 - PISTOL RANGE.

A. City hereby grants Sheriff the right, privilege and license to use the Police Pistol Range, located at 2995 South Jog Road, Greenacres, Florida 33467 (the "facility") for the purpose of law enforcement training, primarily consisting of weapons training, but not necessarily limited thereto. The Sheriff shall have the authorization to allow his employees, officers, agents, volunteers and visitors (including allied law enforcement

agency personnel), to use of the facility as he sees appropriate and for which he will be responsible.

B. The City shall retain the right to use the facility if necessary, provided such use shall not interfere or disturb the mission of the Sheriff. Such use shall be done upon consultation and cooperation with the Sheriff.

C. The term of this authorization shall commence on February 1, 2016, and be for an indefinite term; however, such authorization shall be revocable within the sole discretion of the City upon ninety (90) days notice to the Sheriff.

D. Upon approval of the City Manager, the Sheriff shall have the authority to construct, install, operate, inspect, alter, improve, maintain, repair, or otherwise modify the facility to fulfill its training needs. Notification to the City Manager of any such work on the facility shall be timely and fully informed. Approval for the work by the City Manager shall not be unreasonably withheld.

E. The Sheriff agrees that any and all work performed on the facility shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances.

F. The Sheriff expressly accepts the responsibility for routine repair, maintenance and cleaning of the facility. The Sheriff specifically agrees to be fully and completely responsible for any and all lead remediation and other environmental clean-up which becomes necessary or required. Notwithstanding any other remediation performed, the Sheriff shall remediate all lead and other harmful materials upon return of the facility to the City.

G. Neither the Sheriff or the City shall allow the general public to access, use or enter the facility unless as part of an authorized program of the Sheriff or the City.

H. The Sheriff expressly acknowledges and accepts its responsibility under applicable law for loss, damage, or injury to persons or property, arising out of or resulting from any use of the facility by the Sheriff, his employees, officers, agents, volunteers, visitors (including allied law enforcement agency personnel) or other users authorized by the Sheriff. Sheriff agrees to indemnify, defend, and hold harmless, the City in any claim brought against the City arising from the Sheriff's use of the facility,

including any premises liability unless such liability arises completely outside the control of the Sheriff.

ARTICLE 23 -- CUSTODY OF POLICE RECORDS.

A. Pursuant to Section 163.01, Florida Statutes, and other applicable law, the City of Greenacres and the Sheriff of Palm Beach County agree that the Sheriff will assume custody of all public records, documents and evidence of the Greenacres Police Department and shall retain such as required by law. The Sheriff shall be responsible for the dissemination of such records, documents or evidence, as required by the Public Records Act, court order, or other legal process.

B. The assumption and retention of such records, documents and evidence shall be at the Sheriff's sole expense, but with the full cooperation of the City to effectuate the transfer of custody of such records, documents and evidence.

C. The Sheriff shall have the right to retain such records in any format he sees appropriate, provided such retention complies with applicable law.

D. The City shall retain the original documents of any internal affairs investigation and any incident involving the use of force or other potential liability. The City shall be responsible to retain such records pursuant to state law and city policy. The Sheriff shall receive copies of any documents retained by the city and shall have no obligation to retain such, as they are only copies.

GENERAL PROVISIONS.

1. Nothing contained in this Addendum, or any other Agreement between the Sheriff and the City, shall operate to waive the sovereign immunity of the City of Greenacres, the Sheriff of Palm Beach County Sheriff's Department, or any of their respective employees, officers or agents, pursuant to Section 768.28, Florida Statutes, or any other provision of federal, state or local law.

2. This Addendum shall not be valid until fully executed by the parties hereto; however, upon execution, this Addendum shall have an effective date of February 1, 2016.

IN WITNESS WHEREOF, the parties hereto execute this Addendum No. 1, at the time set forth below.

ATTEST:

By: _____
Denise McGrew
City Clerk

Dated: _____

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY.**

By: _____
James D. Stokes
City Attorney

CITY OF GREENACRES:

By: _____
Honorable Samuel J. Ferreri
Mayor

ATTEST:

By: _____
Colonel Frank DeMario
Department of Law Enforcement
and Community Operations

Dated: _____

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY.**

By: _____
Colonel Joseph Bradshaw
Senior Executive Staff Officer
Department of Legal Affairs

SHERIFF OF PALM BEACH COUNTY:

By: _____
Honorable Ric L. Bradshaw
Sheriff