

TOWN OF LOXAHATCHEE GROVES
TOWN HALL COUNCIL CHAMBERS
155 F. ROAD, LOXAHATCHEE GROVES, FL 33470
TOWN COUNCIL SPECIAL/WORKSHOP MEETING
AGENDA
JANUARY 20, 2026 – 5:30 PM



Anita Kane, Mayor (Seat 3)
Marge Herzog, Vice Mayor (Seat 5) **Todd McLendon, Councilmember (Seat 1)**
Lisa El-Ramey, Councilmember (Seat 2) **Paul T. Coleman II, Councilmember (Seat 4)**

Administration
Town Manager, Francine L. Ramaglia
Town Attorney, Jeffrey S. Kurtz, Esq.
Town Clerk, Valerie Oakes
Community Standards Director, Caryn Gardner-Young
Public Works Superintendent, Craig Lower
Chief Finance Officer, David DiLena of Projected Point

Civility: Being "civil" is not a restraint on the First Amendment right to speak out, but it is more than just being polite. Civility is stating your opinions and beliefs, without degrading someone else in the process. Civility requires a person to respect other people's opinions and beliefs even if he or she strongly disagrees. It is finding a common ground for dialogue with others. It is being patient, graceful, and having a strong character. That is why we say "Character Counts" in Town of Loxahatchee. Civility is practiced at all Town meetings.

Special Needs: In accordance with the provisions of the American with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall within three business days prior to any proceeding, contact the Town Clerk's Office, 155 F Road, Loxahatchee Groves, Florida, (561) 793-2418.

Quasi-Judicial Hearings: Some of the matters on the agenda may be "quasi-judicial" in nature. Town Council Members are required to disclose all ex-parte communications regarding these items and are subject to voir dire (a preliminary examination of a witness or a juror by a judge or council) by any affected party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment, without being sworn. Unsworn comment will be given its appropriate weight by the Town Council.

Appeal of Decision: If a person decides to appeal any decision made by the Town Council with respect to any matter considered at this meeting, he or she will need a record of the proceeding, and for that purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes any testimony and evidence upon which the appeal will be based.

Consent Calendar: Those matters included under the Consent Calendar are typically self-explanatory, non controversial, and are not expected to require review or discussion. All items will be enacted by a single motion. If

discussion on an item is desired, any Town Council Member, without a motion, may "pull" or remove the item to be considered separately. If any item is quasi-judicial, it may be removed from the Consent Calendar to be heard separately, by a Town Council Member, or by any member of the public desiring it to be heard, without a motion.

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

ADDITIONS, DELETIONS AND MODIFICATIONS

SPECIAL MEETING AGENDA

- [1.](#) Direction with respect to the Palm Beach County Sheriff's Office Contract

COMMUNITY DISCUSSION & COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Public Comments for the meetings may be received by email, or in writing to the Town Clerk's Office until 12:00 PM (Noon) day of the meeting. Comments will be forwarded to the Town Council for informational purposes, however, they will not be read into the record. ***This portion of the meeting is intended to be interactive and public participation is welcomed.***

Town Council meetings are livestreamed and close-captioned for the general public via our website, instructions are posted there. Town Council meetings are livestreamed and close-captioned for the general public via our website, instructions are posted there.

DISCUSSION

Town Council Open Discussion on General Matters Pertaining to Town Business

TOWN COUNCILMEMBER COMMENTS

Councilmember Todd McLendon (Seat 1)

Councilmember Lisa El-Ramey (Seat 2)

Councilmember Paul T. Coleman II (Seat 4)

Vice Mayor Marge Herzog (Seat 5)

Mayor Anita Kane (Seat 3)

ADJOURNMENT

Comment Cards:

Anyone from the public wishing to address the Town Council, it is requested that you complete a Comment Card before speaking. Please fill out completely with your full name and address so that your comments can be entered correctly in the minutes and give to the Town Clerk. During the agenda item portion of the meeting, you may only address the item on the agenda being discussed at the time of your comment. During public comments, you may address any item you desire. Please remember that there is a three (3) minute time limit on all public comment. Any person who decides to appeal any decision of the Council with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made which included testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk's Office (561-793-2418), at least 48 hours in advance to request such accommodation.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Jeffrey S. Kurtz, Town Attorney

DATE: January 20, 2026

SUBJECT: Direction with respect to the Sheriff's Contract

Background:

At the January 6, 2026, Council meeting, the Town Council tabled consideration of the Mutual Release and Termination Agreement, until the January 20th special meeting and workshop. The Council wanted to give PBSO more of an opportunity to respond to the correspondence I had sent to their legal counsel. On January 13th we received the attached correspondence from their attorney. The letter demands payment and confirms previous statements made by PBSO that:

"... the Town will not have dedicated police services or personnel available to the Town. PBSO will only provide services to the Town as resources become available. The Town will be treated as a zone and PBSO will treat calls from within the zone based upon priorities and resources available."

While the correspondence suggests the cessation of services under the contract was as of the January 13th date of the letter, previous oral communications between the PBSO staff and the Town staff, press reports and press releases from the Sheriff suggest the cessation of services occurred in early December. See [Sheriff's office pulls deputies from patrolling Loxahatchee Groves amid contract dispute](#) and copy of statement received by Councilmember McLendon from PBSO public records.

The letter further restates PBSO's position that they believe the nonpayment is not only a breach of contract but a violation of Section 11(2) of the Town's Charter. That provision reads as follows:

(2) *Law enforcement.* Law enforcement services will be provided by contract with the Palm Beach County Sheriff's Office, or contracted with other law enforcement agencies, **until the town adopts an ordinance to the contrary**, provided that the town shall not establish a town police department without a referendum.



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As the Town Council is aware and as pointed out in prior correspondence to PBSO and the draft of the Mutual Release and Termination Agreement, the Town previously adopted Ordinance No. 2024-05 (copy attached) as the requisite ordinance referenced in Section 11(2) of the Town's Charter. Ordinance No. 2024-05 contemplates the Town accepting a level of service for law enforcement comparable to areas in unincorporated Palm Beach County, in the absence of a law enforcement services agreement with either PBSO or a neighboring municipality.

The town staff continues to work with Redspeed representatives exploring potential enforcement partners in the absence of PBSO. Through the first quarter of FY2026 the school zone camera speeding enforcement program has generated revenues received by the Town in the amount of \$183,593. Without a law enforcement partner the Town will not be able to continue that program.

Pursuant to apparent Council consensus at the January 6th meeting, two Whereas paragraphs have been deleted from the draft Mutual Release and Termination Agreement. As was discussed at the Council meeting, if PBSO were to accept the Mutual Release and Termination Agreement the notice provisions in the current Sheriff's contract would be waived. If PBSO is willing to enter into the Mutual Release and Termination Agreement, all claims between the Town and PBSO, would be released.

Direction is sought on how to proceed. Options include, but are not limited to the following:

1. Approve the Mutual Release and Termination Agreement and forward it to PBSO for a formal response.
2. Make payment as demanded by PBSO.
3. Await further action, if any, by PBSO.
4. Give formal notice of termination of the Sheriff's contract for the last year of the contract term by March 31, 2026 effective on October 1, 2026.
5. Attempt further negotiations to revise the terms of the existing Sheriff's contract.

None of these options are necessarily mutually exclusive.

A resolution approving the Mutual Release and Termination Agreement has been prepared for Council's consideration.

Attached to this memo is:

1. Revised draft of the Mutual Release and Termination Agreement
2. Resolution No 2026 – 05 approving the Mutual Release and Termination Agreement



155 F Road Loxahatchee Groves, FL 33470

3. Copy of Ordinance No. 2024-05
4. Previous memos to the Council concerning the status of the PBSO contract dated November 4, 2025, December 2, 2025, December 16, 2025 and January 6, 2026
5. Copy of PBSO press release
6. Copy of correspondence to Brian Shutt dated December 30, 2025
7. Copy of correspondence from Meredith B. Plummer, dated January 13, 2026
8. Public record secured by Councilperson Todd McClendon

Recommendation:

Discussion and direction with respect to the Town's contract with PBSO.

RESOLUTION NO. 2026-05

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A MUTUAL RELEASE AND TERMINATION AGREEMENT BETWEEN THE TOWN AND RIC BRADSHAW, SHERIFF OF PALM BEACH COUNTY SHERIFF'S OFFICE, TERMINATING THE EXISTING CONTRACT FOR LAW ENFORCEMENT SERVICES BETWEEN THE PARTIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves, a Florida municipality located in 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 as "PBSO") entered into an Agreement for Law Enforcement Services in June of 2017, for a one-year term beginning on October 1, 2017 and terminating on September 30, 2018; and

WHEREAS, the Town and PBSO entered seven (7) addenda to the Agreement extending the term of the Agreement from October 1, 2018 until September 30, 2027; and

WHEREAS, the Town has adopted Ordinance Number 2024-05 providing for an acceptance of the level of law enforcement services as provided by PBSO in unincorporated Palm Beach County in the event there is no agreement between the Town and PBSO or an adjacent municipality for the provision of law enforcement services; and

WHEREAS, the Town and PBSO believe it is to their mutual benefit to waive the termination notice provision contained in Article 12 of the Agreement and mutually release each other and terminate the Agreement effective December 1, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council of the Town of Loxahatchee Groves hereby approves the Mutual Release and Termination Agreement, (attached hereto as Exhibit “A”) and authorizes the Mayor to execute the Agreement on behalf of the Town.

Section 3. This Resolution shall become effective immediately upon its passage and adoption.

Council Member _____ offered the foregoing Resolution. Council Member _____seconded the Motion, and upon being put to a vote, the vote was as follows:

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Voted:
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

Voted:
Vice Mayor Margaret Herzog, Seat 5

Office of the Town Attorney

Voted:
Councilmember Todd McLendon, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4

MUTUAL RELEASE AND TERMINATION AGREEMENT

This MUTUAL TERMINATION AND RELEASE AGREEMENT ("Termination Agreement") is entered into by and between the Ric Bradshaw, Sheriff of Palm Beach County Sheriff's Office, and (hereinafter "PBSO"), and the Town of Loxahatchee Groves (hereafter the "Town"), a municipal corporation and entity under the laws of the State of Florida.

Whereas, the Town of Loxahatchee Groves, a Florida municipality located in 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 as "PBSO") entered into an Agreement for Law Enforcement Services in June of 2017, for a one year term beginning on October 1, 2017 and terminating on September 30, 2018; and

Whereas, the Town and PBSO entered seven (7) addenda to the Agreement extending the term of the Agreement from October 1, 2018 until September 30, 2027; and

Whereas, the Town has adopted Ordinance Number 2024-05 providing for an acceptance of the level of law enforcement services as provided by PBSO in unincorporated Palm Beach County in the event there is no agreement between the Town and PBSO or an adjacent municipality for the provision of law enforcement services; and

Whereas, the Town and PBSO believe it is to their mutual benefit to waive the termination notice provision contained in Article 12 of the Agreement and mutually release each other and terminate the Agreement effective December 1, 2025.

In consideration of the terms and conditions set forth in this Termination Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PBSO and Town of Loxahatchee Groves hereby agree as follows:

1. Purpose. PBSO and the Town have previously entered into a **Law Enforcement Services** Agreement and seven addenda (the "Agreement"). By way of this Termination Agreement, Town and PBSO desire to completely terminate the Agreement effective December 1, 2025, and acknowledge and agree that neither party shall have any obligation or liability to the other in connection with the agreement.

2. Termination of the Agreement. The Town and Sheriff hereby terminate effective December 1, 2025, for mutual convenience, the Agreement and any addenda thereto. Effective immediately upon execution of this Termination Agreement, neither party shall have any obligation, responsibility, or liability to the other party for any reason whatsoever in connection with the Agreement, including, but not limited to any and all other past, present, or future payments, performance, or any other obligations under the Agreement.

3. Mutual Release. Effective immediately upon execution of this Termination Agreement, each party releases and forever discharges the other party and all of its employees, agents, successors,

assigns, legal representatives, affiliates, directors and officers from and against any and all actions, claims, suits, demands, payment obligations or other obligations or liabilities of any nature whatsoever, whether known or unknown, which such party or any of its employees, agents, successors, assigns, legal representatives, affiliates, directors and officers have had, now have or may in the future have directly or indirectly arising out of (or in connection with) the agreement.

4. General Provisions.

a. Entire Agreement. This Termination Agreement is the entire agreement between the parties regarding the subject matter contained herein. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding the subject matter contained herein. This Termination Agreement shall not be modified or amended unless done so in a writing signed by authorized representatives of both parties. The terms of this Termination Agreement shall take precedence in the event of any conflict with terms of any other agreement between the parties in relation to the termination of the Agreement.

b. Applicable Law. This Termination Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Florida.

c. Counterparts; Copies. This Agreement may be signed in two counterparts which together will form a single agreement as if both parties had executed the same document. Signed copies of this Agreement sent via facsimile will be deemed binding to the same extent as original documents.

(THIS SPACE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Mutual Release and Termination Agreement as of the last date written below.

PALM BEACH COUNTY SHERIFF'S OFFICE TOWN OF LOXAHATCHEE GROVES

By: _____
Ric L. Bradshaw

By: _____
Anita Kane

Title: Sheriff, Palm Beach County Sheriff's Office

Title: Mayor, Town of Loxahatchee Groves

Witness _____

Witness: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Reviewed and approved for legal sufficiency:

By: _____
Jeffrey S. Kurtz, Esq., Town Attorney

TOWN OF LOXAHATCHEE GROVES**ORDINANCE NO. 2024-05**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING THAT IN THE EVENT THERE IS NO CONTRACT FOR LAW ENFORCEMENT SERVICES IN EFFECT BETWEEN THE TOWN AND THE PALM BEACH COUNTY SHERIFF'S OFFICE ("PBSO") OR AN ADJOINING MUNICIPALITY, THE LAW ENFORCEMENT SERVICES IN THE TOWN WILL BE THE STANDARD LAW ENFORCEMENT SERVICES PROVIDED BY THE PBSO; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 11(2) of the Town's Charter provides that law enforcement services will be provided by contract with the Palm Beach County Sheriff's Office, or contracted with other law enforcement agencies, until the town adopts an ordinance to the contrary; and,

WHEREAS, the Town currently has an agreement for law enforcement services with the Palm Beach County Sheriff's Office; and,

WHEREAS, Florida law currently limits the options for contractual law enforcement services for a municipality to the Sheriff of the County, or with a law enforcement agency of an adjoining municipality; however, while the Town could legally enter into a law enforcement services agreement with an adjoining municipality, all municipalities adjoining the Town currently have agreements for law enforcement services with the PBSO; and,

WHEREAS, Section 11(2) of the Town's Charter also provides that the town shall not establish a town police department without a referendum; and,

WHEREAS, given the budgetary restraints of the Town and other logistical challenges to the Town creating its own law enforcement agency, in the event the Town's agreement with PBSO is terminated for any reason, the Town will need to rely on the standard law enforcement services of the PBSO that may be provided by PBSO without an agreement with the Town; and,

ORD NO. 2024-05

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE
TOWN OF LOXAHATCHEE GROVES, FLORIDA, AS FOLLOWS:**

Section 1. The above stated "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

Section 2. In the event there is no agreement for law enforcement services in effect between the Town and the Palm Beach County Sheriff's Office (PBSO) or with an adjoining municipality, the law enforcement services to be provided within the Town will be the standard law enforcement services provided by the PBSO in unincorporated Palm Beach County, without an agreement with the Town.

Section 3. Severability. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered eliminated and so not affecting the validity of the remaining portion or applications remaining in full force and effect.

Section 4. Conflicts. All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are to the extent of such conflicts hereby repealed.

Section 5. Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, that the Sections of this ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 6. Effective Date. This Ordinance shall take effect as provided by law.

ORD NO. 2024-05

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF
LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS 7th DAY OF
May, 2024.

Councilmember Maniglia offered the foregoing ordinance. Councilmember Herzog seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	☒	☐	☐
MARGARET HERZOG, VICE MAYOR	☒	☐	☐
LAURA DANOWSKI, COUNCILMEMBER	☒	☐	☐
PHILLIS MANIGLIA, COUNCILMEMBER	☒	☐	☐
ROBERT SHORR, COUNCILMEMBER	☒	☐	☐

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN
LOXAHATCHEE GROVES, FLORIDA, ON SECOND READING AND PUBLIC
HEARING, THIS 4 DAY OF June, 2024.

Councilmember Maniglia offered the foregoing ordinance. Councilmember Herzog seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	☒	☐	☐
MARGARET HERZOG, VICE MAYOR	☒	☐	☐
LAURA DANOWSKI, COUNCILMEMBER	☐	☒	☐
PHILLIS MANIGLIA, COUNCILMEMBER	☒	☐	☐
ROBERT SHORR, COUNCILMEMBER	☐	☒	☐

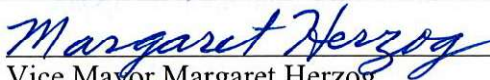
ORD NO. 2024-05

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:


TOWN CLERK

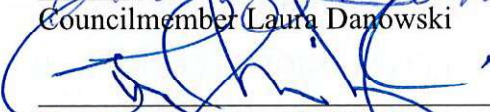

Mayor Anita Kane

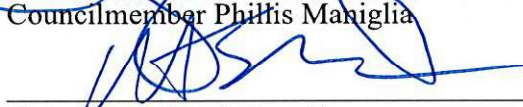

Vice Mayor Margaret Herzog


Councilmember Laura Danowski

APPROVED AS TO LEGAL FORM:


Office of the Town Attorney


Councilmember Phillis Maniglia


Councilmember Robert Shorr



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Jeffrey S. Kurtz, Town Attorney

DATE: November 4, 2025

SUBJECT: Direction with respect to the Sheriff's Contract

Background:

In 2017, the Town entered into a ten (10) year agreement with the Palm Beach County Sheriff's Office (PBSO) for the provision of law enforcement services. A copy of the agreement is attached for your ready reference. The term of the agreement runs from October 1, 2017 until September 30, 2027. The agreement contains a termination provision in Article 12 that requires notice of termination from either party to be provided to the other party by March 31st and be effective as of October 1st of any particular year. The agreement contemplates that annual funding adjustments may occur with those adjustments being effective on October 1st thru September 30th of the next year. In 2024, the parties negotiated price increases for fiscal years 2025, 2026 and 2027. A copy of the seventh addendum to the agreement setting forth those annual and monthly rates is also attached. Payments under the agreement are paid on a monthly basis and are due in advance on the 25th day of the month preceding the month of service.

The monthly charge for services for this year is \$56,668.92 for an annual cost of \$680,027. The Town Council appropriated \$120,000 for the payment of the Sheriff's contract when passing the Town's budget for FY2026. The payments for the months of October and November have been made and at this point in time there is only \$6,662.16 appropriated to pay for December services under the agreement. An invoice will be received with a due date of November 25th in the amount of \$56,668.92.

If payment is not made by the Town, PBSO may consider the Town to be in breach of the agreement. Exactly what PBSO would do in regard to such a non-payment has not been communicated to the Town.

At the Council's direction meetings between the Town administration and PBSO administration have taken place and representatives of PBSO met with individual Council members, the Town Manager and me, this past week. PBSO is willing to reduce the amount due for services for this fiscal year by 1% and have withdrawn their request (for the moment) for additional fees to cover



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the cost of overtime incurred by them in assisting the Town with its enforcement of the Red Speed camera program.

During the conversations with PBSO, they have expressed their position that the Town is required to provide law enforcement services pursuant to the Town's Charter and Florida Statutes section 166.049. They have also indicated that it is possible that if the agreement were terminated the level of service afforded the citizens within the Town would not rise to the level of that provided to the unincorporated areas of Palm Beach County. They have made it clear that with or without the agreement in place they would provide service with respect to life safety calls.

Direction from the Council is needed with respect to further negotiations with PBSO, continuation or termination of the agreement, and whether the Town will make any further payments for services under the agreement. I do not want speculate in this memorandum about what PBSO's response would be to a decision of non-payment and whether and how they would seek to enforce the agreement or what level of service they would provide in the absence of the agreement, because they have not informed us of their intent and most likely have not made such determination. If you wish to discuss potential responses by PBSO, I am available to meet with you individually either in person or on the phone.

Recommendation:

Discussion and direction with respect to continued funding of the Town's contract with PBSO.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Jeffrey S. Kurtz, Town Attorney
DATE: December 2, 2025
SUBJECT: Direction with respect to the Sheriff's Contract

Background:

In 2017, the Town entered into a ten (10) year agreement with the Palm Beach County Sheriff's Office (PBSO) for the provision of law enforcement services. A copy of the agreement is attached for your ready reference. The term of the agreement runs from October 1, 2017 until September 30, 2027. The agreement contains a termination provision in Article 12 that requires notice of termination from either party to be provided to the other party by March 31st and be effective as of October 1st of any particular year. The agreement contemplates that annual funding adjustments may occur with those adjustments being effective on October 1st thru September 30th of the next year. In 2024, the parties negotiated price increases for fiscal years 2025, 2026 and 2027. A copy of the seventh addendum to the agreement setting forth those annual and monthly rates is also attached. Payments under the agreement are paid on a monthly basis and are due in advance on the 25th day of the month preceding the month of service.

The monthly charge for services for this year is \$56,668.92 for an annual cost of \$680,027. The Town Council appropriated \$120,000 for the payment of the Sheriff's contract when passing the Town's budget for FY2026. The payments for the months of October and November have been made and at this point in time there is only \$6,662.16 appropriated to pay for December services under the agreement. An invoice will be received with a due date of November 25th in the amount of \$56,668.92.

If payment is not made by the Town, PBSO may consider the Town to be in breach of the agreement. Exactly what PBSO would do in regard to such a non-payment has not been communicated to the Town.

At the Council's direction meetings between the Town administration and PBSO administration have taken place and representatives of PBSO met with individual Council members, the Town Manager and me, this past week. PBSO is willing to reduce the amount due for services for this fiscal year by 1% and have withdrawn their request (for the moment) for additional fees to cover



155 F Road Loxahatchee Groves, FL 33470

the cost of overtime incurred by them in assisting the Town with its enforcement of the Red Speed camera program.

During the conversations with PBSO, they have expressed their position that the Town is required to provide law enforcement services pursuant to the Town's Charter and Florida Statutes section 166.049. They have also indicated that it is possible that if the agreement were terminated the level of service afforded the citizens within the Town would not rise to the level of that provided to the unincorporated areas of Palm Beach County. They have made it clear that with or without the agreement in place they would provide service with respect to life safety calls.

Discussions with PBSO since Council direction at November 4, 2025 meeting

A meeting took place with Sheriff's representatives on Wednesday, November 12, 2025. At that meeting there was no movement on PBSO's part with respect to their prior positions with respect to the contract. We discussed the concept of a mutual termination of the agreement and whether they would want to enter into a traffic enforcement agreement with respect to Okeechobee Boulevard in particular and the ongoing red speed camera program. We also inquired as to whether in the absence of such an agreement, they would object to the Florida Highway Patrol or Fish and Wildlife entering into such a traffic enforcement agreement with the Town. They indicated they would have discussions with the Sheriff about the matters raised.

During the week of November 17th, I reached out to Colonel Coleman and he advised that the matter would be turned over to their legal department. I followed up with their legal advisor and he told me the matter was still under review with the Sheriff and he would make inquiries. I again reached out to him on Monday, November 24, 2025 and will continue to see if they have a definitive response as to how they intend to move forward in the absence of payment from the Town.

We are reaching out to other law enforcement agencies with respect to traffic enforcement and the red speed contract.

Direction from the Council is needed with respect to further negotiations with PBSO, continuation or termination of the agreement, and whether the Town will make any further payments for services under the agreement. I do not want speculate in this memorandum about what PBSO's response would be to a decision of non-payment and whether and how they would seek to enforce the agreement or what level of service they would provide in the absence of the agreement, because they have not informed us of their intent and most likely have not made such determination. If you wish to discuss potential responses by PBSO, I am available to meet with you individually either in person or on the phone.



155 F Road Loxahatchee Groves, FL 33470

Recommendation:

Discussion and direction with respect to continued funding of the Town's contract with PBSO.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Jeffrey S. Kurtz, Town Attorney
DATE: December 16, 2025
SUBJECT: Direction with respect to the Sheriff's Contract

Background:

On Monday December 8, 2025, at the request of PBSO, the Town Manager and I met with Colonel Coleman and Major Moore relative to the status of the PBSO contract. They advised us that for the moment their efforts supporting our school zone speeding camera program are paused. If monthly payment for their services is received, they will resume their required reviews. They also indicated that they will no longer provide a deputy for Town Council meetings under the contract, but that the Town could get a permit deputy off their list and pay that rate as do non-governmental organizations for similar services. The third issue that was mentioned is that the Town would have to secure school crossing guards if payments were not forthcoming. Otherwise, at this point in time, services would continue to be provided. They also informed us that the Sheriff had retained outside counsel to review the contract and evaluate further actions.

At this time the payment is late, but PBSO has not sent the Town a formal written demand for payment. The Town has received the invoice for services in January, for which payment would be due under the existing contract by December 25, 2025. The PBSO representatives pointed out that the currently reported red speed revenues were more than sufficient to fund two months of the current contract and were close to covering 3 months.

We did discuss a separate contract for the school zone speeding enforcement, but they expressed reluctance in even discussing such a contract, in light of the fact that the Town is in breach with respect to payment on the existing contract. We reiterated the Town's interest in mutually terminating the current agreement, thus removing the concern about a breach and pursuing a traffic enforcement agreement.

There was a discussion of a two-zone approach to law enforcement services. To that end they provided us with heat maps that confirmed what seems obvious that most of the service calls especially the self-generated calls that are part of PBSO's crime prevention activities occur in the



155 F Road Loxahatchee Groves, FL 33470

commercial developed properties, especially those along the Southern Boulevard corridor. Copies of the heat maps and list of calls for service for the current calendar year are attached for your reference.

PBSO has requested the Town Council reconsider the payment of the monthly services possibly using the school zone enforcement revenues as a funding source for the contract and continue to work with them to find a more permanent funding mechanism for their services.

Recommendation:

Discussion and direction with respect to continued funding of the Town's contract with PBSO.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Jeffrey S. Kurtz, Town Attorney
DATE: January 6, 2025
SUBJECT: Direction with respect to the Sheriff's Contract

Background:

Attached please find a copy of correspondence sent to the Sheriff's legal advisor, Brian Shutt, Esq., along with a draft Mutual Release and Termination Agreement. The intent of the agreement is to waive the termination notice requirement and end the existing law enforcement services agreement effective December 1, 2025. This is consistent with what we have been told by the Sheriff, that they are no longer providing services under the terms of the agreement. At the December 16, 2025 Town Council meeting there was direction to bring forward a mutual termination agreement for consideration. The town staff continues to meet with Redspeed representatives exploring potential enforcement partners in the absence of PBSO.

At the Town Council meeting, I will report to the Town Council further with respect to any and all responses from the Sheriff relative to the Mutual Release and Termination Agreement. During my last conversation with Mr. Shutt, in addition to advising me of the cessation of services under the law enforcement agreement, he also informed me that PBSO had retained the Gunster law firm to advise them and assist them in addressing the matter. He did not indicate whether there had been a decision by PBSO to initiate litigation over the agreement. If PBSO were willing to enter into the Mutual Release and Termination Agreement, there would be no litigation between the Town and PBSO.

Recommendation:

Discussion and direction with respect to the Town's contract with PBSO.



Town of Loxahatchee Groves

155 F Road • Loxahatchee Groves, Florida 33470 • (561) 793-2418 Phone • www.loxahatcheegrovesfl.gov

December 30, 2025

Brian Shutts, Esq.
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach Florida 33406-3001
shutt@pbso.org

Re: Agreement for Law Enforcement Services By and Between PBSO and the Town of Loxahatchee Groves

Dear Brian,

I hope you had a joyful Christmas Holiday and I wish you a Happy New Year! This letter is to follow up on our conversation of December 18, 2025 and the news reports the following week confirming PBSO's decision not to provide services in accordance with the existing agreement between PBSO and the Town of Loxahatchee Groves for law enforcement services. As PBSO is aware based on conversations and monitoring of the Town Council meetings, the Town Council has not appropriated funds for the payment of PBSO services under the agreement. This decision was in no way a slight on the service being provided by PBSO, but simply an acknowledgement of the fiscal reality that continued law enforcement services at a level above what the Sheriff provides to the unincorporated area, which is already accounted for in the Town's property owners' payment of County taxes, was no longer needed or sustainable. The Town sincerely thanks the Sheriff and the deputies who have served the Town since the date of incorporation.

It was apparent from our conversation and statements attributed to PBSO in the media, that the Sheriff has decided to discontinue services under the Agreement. It would be appreciated if you would confirm that most, if not all services were discontinued as of December 1, 2025. Specifically, the services contemplated in Sections 2.1 A., 2.1 B, 2.1 E, 2.1 F, 2.1 G, 2.1 H, 2.1I, 2.2, 2.3 A-D, and 2.5 of the Agreement are no longer being provided. PBSO has also ceased provision of a traffic infraction officer to facilitate the enforcement of the school speed zone camera program.

In light of these circumstances, attached please find a draft of a mutual termination and release agreement. The intent of the mutual termination is to relieve both parties of any further obligations under the terms of the existing Agreement effective December 1, 2025. The mutual termination

will be provided to the Town Council for their review and consideration at their January 6, 2026 meeting.

You had mentioned to me that the school crossing guards would no longer be paid for by the Sheriff's office. Please confirm this remains the case in light of the fact the school crossing guards at Loxahatchee Groves Elementary School monitor the intersection of Okeechobee Boulevard and 162nd Drive North which intersection appears to be in unincorporated Palm Beach County and therefore the guards' presence is primarily there for children living outside the Town's boundaries. With respect to the guard situation Colonel Coleman was going to provide the Town Manager with the name and contact information for the private contractor that supplies crossing guards to PBSO, so we could explore the costs of providing such service if it truly was the Town's obligation to do so. I believe that crossing guards were on duty up until the Christmas break. Please advise if PBSO is not going to supply the service after the break and until what date.

As has been discussed, the Town adopted ordinance 2024-05 which contemplates the Town accepting a level of service for law enforcement comparable to areas in unincorporated Palm Beach County, in the absence of a law enforcement services agreement with either PBSO or a neighboring municipality. Please confirm the Sheriff will provide the same level of service in Loxahatchee Groves going forward as is provided in the larger more dense surrounding communities, such as ITID, Arden, and Fox Trail. Those services would include:

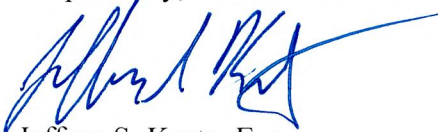
1. Response to emergency calls
2. Response to non-emergency calls
3. How matters differentiated between emergency and non-emergency calls
4. Traffic control within the Town
5. Traffic officers' response to accidents and DUI incidents

Clarification of the level of response to these and other issues will help both the Town and PBSO inform their mutual constituents.

Paying for a higher level of service than our neighbors without a demonstrated need, is not fiscally responsible for the Town.

I welcome your comments and review of the Mutual Termination and Release Agreement before it is presented to the Town Council for their consideration.

Respectfully,



Jeffrey S. Kurtz, Esq

Town Attorney

561-307-5253

jkurtz@loxahatcheegrovesfl.gov

January 13, 2026

VIA REGULAR U.S. MAIL AND EMAIL

Francine L. Ramaglia, Town Manager and
Jeffrey S. Kurtz, Esq., Town Attorney
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
framaglia@loxahatcheegrovesfl.gov
jkurtz@loxahatcheegrovesfl.gov

Re: Town of Loxahatchee Groves' Material Breach of Agreement for Law Enforcement Services By and Between the Palm Beach County Sheriff's Office and the Town of Loxahatchee Groves

Dear Ms. Ramaglia and Mr. Kurtz:

We are writing to you on behalf of our client, Palm Beach County Sheriff, Ric L. Bradshaw ("PBSO"). Please accept this letter as formal notice that the Town of Loxahatchee Groves (the "Town") is in material breach of the Agreement for Law Enforcement Services By and Between the Palm Beach County Sheriff's Office and the Town of Loxahatchee Groves, as amended on June 18, 2024, (the "Agreement"), a copy of which is enclosed for your convenience. Specifically, invoices no. 85346 and 85596, also enclosed, remain outstanding and past due, resulting in a total amount of \$113,337.84 that is currently outstanding. In addition to those two outstanding invoices, there is also pending invoice, invoice no. 85696, payment for which is due by January 25, 2026.

We understand from recent Town Council meetings and as confirmed by the letter from Mr. Kurtz dated December 30, 2025, that the Town Council has not appropriated funds for the payment of PBSO services as is required under the Agreement. Accordingly, we understand that the Town does not intend to pay PBSO for the two outstanding invoices or for any future invoices for PBSO's services per the Agreement. This decision and the Town's failure to pay has resulted in the Town being in material breach of the Agreement beginning on November 26, 2025 and continuing as of the date of this letter. As a result of the Town's material breach, and without waiver of any other rights PBSO may have as a result of this breach, please accept this letter as formal notice that PBSO will suspend its performance of services under the Agreement until the Town pays its outstanding obligations to PBSO in full. As of the date of this letter, the Town will not have dedicated police services or personnel available to the Town. PBSO will only provide services to the Town as resources become available. The Town will be treated as a zone and PBSO will treat calls from within the zone based upon priorities and resources available.

Please note that PBSO views the Town's material breach of the Agreement as a violation of Ch. 2006-328 (HB 951), Laws of Florida, at Sec. 10, Para. 11(2). PBSO therefore declines to enter the agreement proposed by Mr. Kurtz as it views it as a violation of the Town's Charter.

Francine L. Ramaglia, Town Manager and
Jeffrey S. Kurtz, Esq., Town Attorney
Town of Loxahatchee Groves
January 13, 2026
Page 2

Further, because the Town was permitted to incorporate under Florida laws following PBSO's representation that an agreement for services would be in effect, PBSO must notify the relevant parties that such an agreement has now been breached by the Town, resulting in the lack of services as was contemplated and relied upon at the time of incorporation.

In addition, PBSO insists that the citizens of the Town be notified of the change in services resulting from the Town's breach of the Agreement.

Please understand that nothing in this letter waives any right that PBSO has to enforce the terms of the Agreement or to require the Town's full performance. PBSO reserves all rights. Please govern yourself accordingly.

Sincerely,

/s/ Meredith B. Plummer

Meredith B. Plummer

cc: Former Town Manager, James Titcomb, 155 F Road, Loxahatchee Groves, FL 33470

Former Town Attorney, Elizabeth V. Lenihan, Torcivia, Donlon, Goddeau & Rubin, P.A.,
701 Northpoint Parkway, Suite 209, West Palm Beach, FL 33407

Anita Kane, Seat 3, Mayor, 155 F Road, Loxahatchee Groves, FL 33470,
akane@loxahatcheegrovesfl.gov

Margaret Herzog, Seat 5, Vice Mayor, 155 F Road, Loxahatchee Groves, FL 33470,
mherzog@loxhatcheegrovesfl.gov

Todd McLendon, Seat 1, Council Member, 155 F Road, Loxahatchee Groves, FL 33470,
tmclendon@loxahatcheegrovesfl.gov

Lisa El-Ramey, Seat 2, Council Member, 155 F Road, Loxahatchee Groves, FL 33470,
lel-ramey@loxahatcheegrovesfl.gov

Paul Coleman, Seat 4, Council Member, 155 F Road, Loxahatchee Groves, FL 33470
pcoleman@loxahatcheegrovesfl.gov

Enclosures

ACTIVE:39021592.1

**AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND
BETWEEN THE PALM BEACH COUNTY SHERIFF'S OFFICE
AND THE TOWN OF LOXAHATCHEE GROVES**

This Agreement is made by and between the TOWN OF LOXAHATCHEE GROVES, 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 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 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. 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 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 with 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 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 will not act as Code Enforcement officers, however, Sheriff's deputies may 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 additionally provide to the TOWN when necessary, at no additional cost to the TOWN 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 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. Compensation shall be in accordance with Article 5.3. 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.

- F. Unless exigent circumstances exist, all deputies assigned to the Town of Loxahatchee Groves shall remain within the corporate limits of the Town of Loxahatchee Groves.
- 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 "Town of Loxahatchee Groves" and the Town 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 Town Manager in a timely manner of any major/significant crimes, incidents or emergencies that occur within the TOWN.
- B. From time to time, upon reasonable notice, the Executive Officer of District 15 or designee shall meet with the TOWN to discuss law enforcement issues related to services impacting the TOWN.
- C. A formal analysis of law enforcement-related trends and indicators shall be prepared and presented to the TOWN once annually at a date to be scheduled after the Florida UCR report is finalized, and shall include data, analysis and reporting.
- D. The SHERIFF or designee will provide the town a monthly summary report as is completed now.

2.4 Fiscal Responsibilities

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

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.

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 TOWN are deemed Palm Beach County Sheriff's Office employees and not employees of the TOWN.
- 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 TOWN 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 TOWN 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 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.

ARTICLE 4 – TOWN 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 TOWN.

4.2 The TOWN shall provide two (2) copies of TOWN'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, 2017 through September 30, 2018, (excepting those costs identified and funded as set forth in Article 5.5), shall be based on an annual amount of \$610,000.00.
- 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 TOWN'S budget process and approved by the TOWN Council.
- 5.3 Additional law enforcement services as set forth in Article 2.1(E) must be authorized by the TOWN in writing and will be billed at the then current extra-duty permit hourly rate.
- 5.4 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.
- 5.5 The TOWN 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 TOWN.
- 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 TOWN 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 TOWN and SHERIFF may agree.
- 6.3 The TOWN 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 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 of Loxahatchee Groves. 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.

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

7.3 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 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 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 attorney's 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 intentional or negligent acts of the TOWN, 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 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 intentional or negligent acts of the employees or 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 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 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 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, 2017 and ending September 30, 2027, all dates inclusive unless the Agreement is otherwise extended 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 TOWN.

ARTICLE 12 – TERMINATION

12.1 The TOWN or the SHERIFF may terminate this Agreement with or without cause upon written notice to the other party of this Agreement only as set forth in this subsection. Written notice shall be delivered by March 31st of any given year for termination effective as of October 1st of the following fiscal year. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or the Town Manager.

ARTICLE 13 – TRANSITION

13.1 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.

ARTICLE 14 – AUTHORITY TO EXECUTE; NO CONFLICT CREATED

- 14.1 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.
- 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 Town 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 Town of Loxahatchee Groves, pursuant to Resolution No. R2017-XX of the Town Council.
- 14.4 Nothing herein contained is any way contrary to or in contravention of the Charter of the Town of Loxahatchee Groves or the laws of the State of Florida.

ARTICLE 15 – NOTICE

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

TOWN MANAGER:

William F. Underwood, II
155 F Road
Loxahatchee Groves, FL 33470

TOWN ATTORNEY:

Mike D. Cirullo, Jr.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

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 Town 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:

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

By: Virginia Walton
Virginia Walton, Town Clerk

By: David Browning
David Browning, Mayor

Dated: JUNE 6, 2017

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: Michael D. Cirullo, Jr.
Michael D. Cirullo, Jr., Town Attorney



ATTEST:

SHERIFF OF PALM BEACH COUNTY

By: Antonio Araujo
Antonio Araujo, Major

By: Ric L. Bradshaw
Ric L. Bradshaw

Dated: 6/7/2017

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: Sheriff's Agency Attorney
Sheriff's Agency Attorney

EXHIBIT A

This Exhibit A was adopted as part of the Agreement effective October 01, 2017.

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.

Increases in future allocations will be mutually agreed upon.

FIRST ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT
SHERIFF RIC L. BRADSHAW AND TOWN OF LOXAHATCHEE GROVES

This First Addendum to the Law Enforcement Service Agreement is made by and between Town of Loxahatchee Groves (hereinafter referred to as "Loxahatchee Groves") located in Palm Beach County, and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as "Sheriff"). Loxahatchee Groves and the Sheriff shall hereinafter be referred to as the "Parties."

WHEREAS, the Parties executed a Law Enforcement Service Agreement effective October 01, 2017, (the "Agreement"), by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the Parties wish to renew said Agreement for an additional twelve (12) months, effective October 01, 2018.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. In accordance with Article 7, Section A. of the Law Enforcement Service Agreement, the Parties have agreed to renew the Agreement for an additional twelve (12) month term. The term of this renewal is October 01, 2018 through September 30, 2019.
2. Article 6, Section A. of the Law Enforcement Service Agreement is amended as to the total amount due for law enforcement services as follows: The total cost of personnel and equipment shall be \$622,200.00. Monthly payments shall be \$51,850.00.
3. In all other respects and unless otherwise stated, the terms and conditions of the Agreement shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed the Addendum to this Agreement as of the last date all signatures below are affixed.

PALM BEACH COUNTY SHERIFF'S OFFICE

TOWN OF LOXAHATCHEE GROVES

BY: 
Ric L. Bradshaw

BY: David Browning

Title: Sheriff

Print Name: David Browning

Title: MAYOR

Witness: MAT. E. Coleman
Eric Coleman, Major

Witness: Virginia M. Walton
TOWN CLERK

DATE: 9-21-18

DATE: 9-7-2018

SECOND ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT
SHERIFF RIC L. BRADSHAW AND TOWN OF LOXAHATCHEE GROVES

This Second Addendum to the Law Enforcement Service Agreement is made by and between Town of Loxahatchee Groves (hereinafter referred to as "Loxahatchee Groves") located in Palm Beach County, and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as "Sheriff"). Loxahatchee Groves and the Sheriff shall hereinafter be referred to as the "Parties."

WHEREAS, the Parties executed a Law Enforcement Service Agreement effective October 01, 2017, and a First Addendum effective October 01, 2018, (the "Agreement"), by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the Parties wish to renew said Agreement for an additional twelve (12) months, effective October 01, 2019.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. In accordance with Article 7, Section A. of the Law Enforcement Service Agreement, the Parties have agreed to renew the Agreement for an additional twelve (12) month term. The term of this renewal is October 01, 2019 through September 30, 2020.
2. Article 5, Section 5.1, of the Law Enforcement Service Agreement is amended as to the total amount due for law enforcement services as follows: The total cost of personnel and equipment shall be \$622,200.00. Monthly payments shall be \$51,850.00.
3. Article 5, Section 5.3, regarding additional law enforcement services of the Law Enforcement Service Agreement is amended and shall now read as follows:

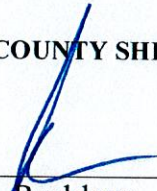
Additional law enforcement services as set forth in Article 2.1(E) shall be compensated at a rate of \$90.00 per hour and will be billed by the SHERIFF to the TOWN on a monthly basis. This rate is subject to annual review and change upon agreement between the TOWN and SHERIFF. Alternatively, the TOWN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

4. Article 2, Section 2.4, regarding fiscal responsibilities of the Law Enforcement Service Agreement is amended and shall now read as follows:

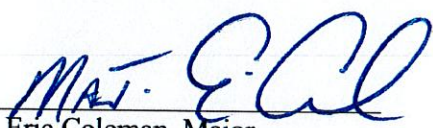
The SHERIFF shall provide to the TOWN cost changes associated with the renewal of law enforcement services by no later than April 30th of each prior fiscal year through the term of the agreement.

IN WITNESS WHEREOF, the Parties hereto have executed the Addendum to this Agreement as of the last date all signatures below are affixed.

PALM BEACH COUNTY SHERIFF'S OFFICE

BY: 
 Ric L. Bradshaw

Title: Sheriff

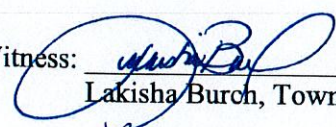
Witness: 
 Eric Coleman, Major

DATE: 9-27-2019

TOWN OF LOXAHATCHEE GROVES

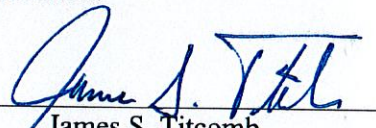
BY: 
 Robert Shorr

Title: Mayor

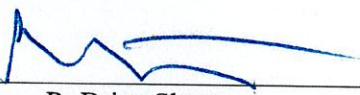
Witness: 
 Lakisha Burch, Town Clerk

DATE: September 16, 2019

Reviewed and approved
 for execution:

BY: 
 James S. Titcomb
 Town Manager

Approved as to form and
 legal sufficiency:

BY: 
 R. Brian Shutt
 Town Attorney

THIRD ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT
 SHERIFF RIC L. BRADSHAW AND TOWN OF LOXAHATCHEE GROVES

This Third Addendum to the Law Enforcement Service Agreement is made by and between Town of Loxahatchee Groves (hereinafter referred to as "Loxahatchee Groves") located in Palm Beach County, and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as "Sheriff"). Loxahatchee Groves and the Sheriff shall hereinafter be referred to as the "Parties."

WHEREAS, the Parties executed a Law Enforcement Service Agreement effective October 01, 2017, a First Addendum effective October 01, 2018, and a Second Addendum effective October 01, 2019, (the "Agreement"), by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the Parties wish to renew said Agreement for an additional twelve (12) months, effective October 01, 2020.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. Article 5, Section 5.1. of the Law Enforcement Service Agreement is amended as to the total amount due for services for the period beginning October 01, 2020 through September 30, 2021, as follows: The total cost of personnel and equipment shall be \$622,200.00. Monthly payments shall be \$51,850.00.
2. In all other respects and unless otherwise stated, the terms and conditions of the Agreement, which includes prior Addendums, shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed the Addendum to this Agreement as of the last date all signatures below are affixed.

PALM BEACH COUNTY SHERIFF'S OFFICE

BY: [Signature]
 Ric L. Bradshaw

Title: Sheriff

Witness: [Signature] 3490
 Eric Coleman, Major

DATE: [Signature]

Approved as to form and
 legal sufficiency:

TOWN OF LOXAHATCHEE GROVES

BY: [Signature]

Lisa El-Ramey

Title: Mayor

Witness: [Signature]
 Lakisha Burch, Town Clerk

DATE: September 22, 2020

Reviewed and approved
 for execution:

James S. Titcomb, Town Manager

BY: [Signature]

FOURTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT
SHERIFF RIC L. BRADSHAW AND TOWN OF LOXAHATCHEE GROVES

This Fourth Addendum to the Law Enforcement Service Agreement is made by and between Town of Loxahatchee Groves (hereinafter referred to as "Loxahatchee Groves") located in Palm Beach County, and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as "Sheriff"). Loxahatchee Groves and the Sheriff shall hereinafter be referred to as the "Parties."

WHEREAS, the Parties executed a Law Enforcement Service Agreement effective October 01, 2017, a First Addendum effective October 01, 2018, a Second Addendum effective October 01, 2019, and a Third Addendum effective October 01, 2020, (the "Agreement"), by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the Parties wish to renew said Agreement for an additional twelve (12) months, effective October 01, 2021.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. Article 5, Section 5.1. of the Law Enforcement Service Agreement is amended as to the total amount due for services for the period beginning October 01, 2021 through September 30, 2022, as follows: The total cost of personnel and equipment shall be \$622,200.00. Monthly payments shall be \$51,850.00.
2. Article 15, Section 15.1. of the Law Enforcement Service Agreement is amended as to the Town Manager and Town Attorney as follows:

TOWN MANAGER:

James Titcomb
155 F Road
Loxahatchee Groves, FL 33470

TOWN ATTORNEY:

Elizabeth V. Lenihan
Torcivia, Donlon, Goddeau & Rubin, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407

3. In all other respects and unless otherwise stated, the terms and conditions of the Agreement, which includes prior Addendums, shall continue unchanged and in full force and effect.

FIFTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT
SHERIFF RIC L. BRADSHAW AND TOWN OF LOXAHATCHEE GROVES

This Fifth Addendum to the Law Enforcement Service Agreement is made by and between Town of Loxahatchee Groves (hereinafter referred to as "Loxahatchee Groves") located in Palm Beach County, and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as "Sheriff"). Loxahatchee Groves and the Sheriff shall hereinafter be referred to as the "Parties."

WHEREAS, the Parties executed a Law Enforcement Service Agreement effective October 01, 2017, a First Addendum effective October 01, 2018, a Second Addendum effective October 01, 2019, a Third Addendum effective October 01, 2020, and a Fourth Addendum effective October 01, 2021, (the "Agreement"), by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the Parties wish to renew said Agreement for an additional twelve (12) months, effective October 01, 2022.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. Article 5, Section 5.1. of the Law Enforcement Service Agreement is amended as to the total amount due for services for the period beginning October 01, 2022 through September 30, 2023, as follows: The total cost of personnel and equipment shall be \$640,866.00. Monthly payments shall be \$53,405.50.
1. Article 5, Section 5.3, regarding additional law enforcement services of the Law Enforcement Service Agreement is amended and shall now read as follows:

Additional law enforcement services as set forth in Article 2, Section 2.1 (E) shall be compensated at a rate of \$100.00 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. Alternatively, the Town may opt to submit an application for an off-duty permit.

2. In all other respects and unless otherwise stated, the terms and conditions of the Agreement, which includes prior Addendums, shall continue unchanged and in full force and effect.

SIXTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT
SHERIFF RIC L. BRADSHAW AND TOWN OF LOXAHATCHEE GROVES

This Sixth Addendum to the Law Enforcement Service Agreement is made by and between Town of Loxahatchee Groves (hereinafter referred to as "Loxahatchee Groves") located in Palm Beach County, and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as "Sheriff"). Loxahatchee Groves and the Sheriff shall hereinafter be referred to as the "Parties."

WHEREAS, the Parties executed a Law Enforcement Service Agreement effective October 01, 2017, a First Addendum effective October 01, 2018, a Second Addendum effective October 01, 2019, a Third Addendum effective October 01, 2020, a Fourth Addendum effective October 01, 2021, and a Fifth Addendum effective October 01, 2022, (the "Agreement"), by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the Parties wish to renew said Agreement for an additional twelve (12) months, effective October 01, 2023.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. Article 5, Section 5.1. of the Law Enforcement Service Agreement is amended as to the total amount due for services for the period beginning October 01, 2023 through September 30, 2024, as follows: The total cost of personnel and equipment shall be \$660,092.00. Monthly payments shall be \$55,007.67. The last monthly payment shall be \$55,007.63.
2. In all other respects and unless otherwise stated, the terms and conditions of the Agreement, which includes prior Addendums, shall continue unchanged and in full force and effect.

SEVENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT
SHERIFF RIC L. BRADSHAW AND TOWN OF LOXAHATCHEE GROVES

This Seventh Addendum to the Law Enforcement Service Agreement is made by and between Town of Loxahatchee Groves (hereinafter referred to as "Loxahatchee Groves") located in Palm Beach County, and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as "Sheriff"). Loxahatchee Groves and the Sheriff shall hereinafter be referred to as the "Parties."

WHEREAS, the Parties executed a Law Enforcement Service Agreement effective October 01, 2017, a First Addendum effective October 01, 2018, a Second Addendum effective October 01, 2019, a Third Addendum effective October 01, 2020, a Fourth Addendum effective October 01, 2021, a Fifth Addendum effective October 01, 2022, and a Sixth Addendum effective October 01, 2023, (the "Agreement"), by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the Parties wish to renew said Agreement for an additional thirty six (36) months, effective October 01, 2024.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. Article 5, Section 5.1. of the Law Enforcement Service Agreement is amended as follows:

The total amount due for services (personnel and equipment) for the period beginning October 01, 2024 through September 30, 2025 shall be \$666,693.00. Monthly payments shall be \$55,557.75.

The total amount due for services (personnel and equipment) for the period beginning October 01, 2025 through September 30, 2026 shall be \$680,027.00. Eleven monthly payments shall be \$56,668.92. The last monthly payment shall be \$56,668.88.

The total amount due for services (personnel and equipment) for the period beginning October 01, 2026 through September 30, 2027 shall be \$693,628. Eleven monthly payments shall be \$57,802.33. The last monthly payment shall be \$57,802.37.

2. Article 5, Section 5.3, regarding additional law enforcement services of the Law Enforcement Service Agreement is amended and shall now read as follows:

Additional law enforcement services as set forth in Article 2, Section 2.1 (E) shall be compensated at a rate of \$116.00 per hour and will be billed by the Sheriff to the Town on a monthly basis. This rate is subject to change upon agreement between the Town and Sheriff. Alternatively, the Town may opt to submit an application for an off-duty permit.

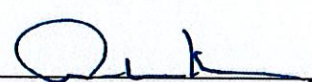
3. In all other respects and unless otherwise stated, the terms and conditions of the Agreement, which includes prior Addendums, shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Seventh Addendum to this Agreement as of the last date all signatures below are affixed.

PALM BEACH COUNTY SHERIFF'S OFFICE

TOWN OF LOXAHATCHEE GROVES

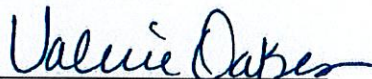
BY: 
Ric L. Bradshaw

BY: 
Anita Kane

Title: Sheriff

Title: Mayor

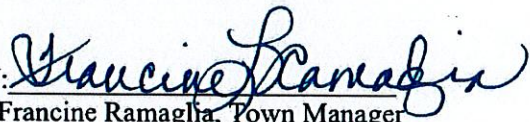
Witness: Coleman, Eric T. Digitally signed by Coleman, Eric T.
Date: 2024.06.18 10:13:51 -04'00'
Eric Coleman, Major

Witness: 
Valerie Oakes, ~~Interim~~ Town Clerk

DATE: 6-18-24

DATE: June 4, 2024

Reviewed and approved for execution:

BY: 
Francine Ramaglia, Town Manager

**Bill To:**

Town of Loxahatchee Groves
155 F Road

Loxahatchee Groves, FL, 33470

Invoice No: 85346
Invoice Date: 03-NOV-25
Due Date: 25-NOV-25
Customer No: 4935

Term: CONTRACT

Customer Contact:

Line No.	Description	Quantity	Unit Price	Amount
1	Law Enforcement Service for the month of December 2025	1	\$56668.92	\$56,668.92
	PAST DUE			
Special Instructions:				Total

Remit to:

Palm Beach County Sheriff's Office
PO Box 24681
West Palm Beach, FL 33416-4681

Please Detach and Return Remittance Stub With Your Payment
to make your payment online log on to
<https://www.pbso.org/inside-pbso/administration/accounts-receivable>

Bill to:

Town of Loxahatchee Groves
155 F Road

Loxahatchee Groves, FL, 33470

Customer No:	4935
Invoice No:	85346
Invoice Amount:	\$56,668.92
Amount Paid:	
Check No:	

PALM BEACH COUNTY
SHERIFF'S OFFICE
 RIC L. BRADSHAW, SHERIFF

**Bill To:**

Town of Loxahatchee Groves
 155 F Road

Loxahatchee Groves, FL, 33470

Invoice No: 85596
Invoice Date: 03-DEC-25
Due Date: 25-DEC-25
Customer No: 4935

Term: CONTRACT

Customer Contact:

Line No.	Description	Quantity	Unit Price	Amount
1	Law Enforcement Service for the month of January 2026	1	\$56668.92	\$56,668.92
	PAST DUE			
Special Instructions:				Total

Remit to:

Palm Beach County Sheriff's Office
 PO Box 24681
 West Palm Beach, FL 33416-4681

Please Detach and Return Remittance Stub With Your Payment
 to make your payment online log on to
<https://www.pbso.org/inside-pbso/administration/accounts-receivable>

Bill to:

Town of Loxahatchee Groves
 155 F Road

Loxahatchee Groves, FL, 33470

Customer No:	4935
Invoice No:	85596
Invoice Amount:	\$56,668.92
Amount Paid:	
Check No:	

**Bill To:**

Town of Loxahatchee Groves
155 F Road

Loxahatchee Groves, FL, 33470

Invoice No: 85696
Invoice Date: 03-JAN-26
Due Date: 25-JAN-26
Customer No: 4935

Term: CONTRACT

Customer Contact:

Line No.	Description	Quantity	Unit Price	Amount
1	Law Enforcement Service for the month of February 2026	1	\$56668.92	\$56,668.92
Special Instructions:				Total

Remit to:

Palm Beach County Sheriff's Office
PO Box 24681
West Palm Beach, FL 33416-4681

Please Detach and Return Remittance Stub With Your Payment
to make your payment online log on to
<https://www.pbso.org/inside-pbso/administration/accounts-receivable>

Bill to:

Town of Loxahatchee Groves
155 F Road

Loxahatchee Groves, FL, 33470

Customer No:	4935
Invoice No:	85696
Invoice Amount:	\$56,668.92
Amount Paid:	
Check No:	

On October 1, 2007, PBSO entered into a contractual agreement with the newly incorporated Town of Loxahatchee Groves to provide comprehensive law enforcement services. As a part of becoming incorporated, the Town was required to establish its own municipal police department, contract with a neighboring municipality, or contract with the Sheriff's Office.

The Town of Loxahatchee Groves has chosen to contract with the Palm Beach County Sheriff's Office and that agreement has been in effect (continuously) for the past 18 years.

PBSO's full scope of services and available resources represents less than 8% of the town's total annual approved budget, in the amount of \$680,000. Sheriff Bradshaw is mindful of the town's budgetary constraints and he's continued to make every good faith effort to work with the town. In spite of the fact that the costs for services has increased significantly, he has only passed along minimal increases to the contract over the years.

The Town of Loxahatchee Groves has recently chosen to no longer pay for law enforcement services, which is a clear breach of our long standing contract. Residents need to know that effective immediately PBSO will no longer have Deputies assigned exclusively to Loxahatchee Groves. That area will receive service consistent with unincorporated Palm Beach County. The residents can be assured that PBSO will continue to provide timely, professional, and uninterrupted law enforcement services, as needed. PBSO will seek any and all legal remedies available under the law.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Jeffrey S. Kurtz, Town Attorney
DATE: January 20, 2026
SUBJECT: Direction with respect to the Sheriff's Contract

Background:

The following questions have been raised with respect to a potential lawsuit brought by PBSO to enforce their contract with the Town.

1. Would PBSO be entitled to an award of attorney's fees if they prevailed? *The general law in Florida is that a prevailing party may be entitled to attorney's fees if there is a statute or contractual provision that authorizes the award to the prevailing party. The existing contract does not have such a provision. There is no specific statute that would award attorney's fees in a case such as this to the prevailing party. In any litigation there is the potential for an award under Section 57.105 if a claim or defense is frivolous. In addition, if either party invoked the intergovernmental conflict resolution process set forth in Chapter 164 and there was a determination that the non-prevailing party did not did not negotiate in good faith there could be an award of attorney's fees under Section 164.1058 F.S. But absent such actions and the determination of bad faith under those sections, whoever was the prevailing party in the potential court action would not be entitled to an award of attorney's fees.*
2. Does the contract call for a penalty for late payment of any amounts due? *Under the terms of the contract there is no penalty for late payment. You will note that in the January 13, 2026, demand letter from the Gunster law firm, there was no assertion of additional payment beyond the standard monthly rate.*
3. Does the Town Charter require the Town to maintain a police force? *PBSO asserts that the Town is required to have a police force under the Town Charter, Section 11(2) of the Charter provides:*

(2) *Law enforcement.* Law enforcement services will be provided by contract with the Palm Beach County Sheriff's Office, or contracted with other law enforcement agencies, **until the town adopts an ordinance to the contrary**, provided that the town shall not establish a town police department without a referendum.



155 F Road Loxahatchee Groves, FL 33470

PBSO's position does not address that Ordinance 2024-05 was intended by the Town Council and Town Attorney (Torcivia law firm) to be the ordinance to the contrary, and therefore not having a contract to provide law enforcement services or a police department is consistent with the Charter provision.

4. *If PBSO sued the Town for breach of contract, could they collect payment for the months they did not provide service? The contract contemplates payment for enhanced services to be provided. The failure to provide services under the contract would be a defense to a claim for payment. The question at this point, seems to be whether services ceased as of January 13th (the date of the Gunster letter affirming no services were being provided) or an earlier date in early December when previous comments from PBSO said services had ceased under the contract. If PBSO brought an action for contractual damages, the Town would assert their failure to provide services as an affirmative defense to the obligation to make any payments.*

Litigation is always uncertain and while a court action by PBSO is a possibility, they have not definitively given the Town any indication as to whether they would move forward in that manner.

Recommendation:

Discussion and direction with respect to the Town's contract with PBSO.