

**RESOLUTION 73-12-21**

**A RESOLUTION OF THE BOARD OF DIRECTORS DIRECTING THE CHAIRMAN TO EXECUTE AN AGREEMENT BETWEEN THE CRA AND PALM BEACH COUNTY SHERIFF'S OFFICE; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Town has all of the powers and authority conferred upon it according to the Florida Constitution and Chapter 166, Florida Statutes and the CRA under; and Part III of Chapter 163 Community Redevelopment Act; and

**WHEREAS**, the Town Auditor requested the CRA establish a separate contract for police services with the Palm Beach County Sheriff's Office; and

**WHEREAS**, the Palm Beach County Sheriff's Office provides townwide police services for the Town of Lake Park, including the CRA; and

**WHEREAS**, the funding for CRA/PBSO detail is incorporated in the CRA budget for \$133,680; and

**WHEREAS**, the Executive Director recommends that the CRA Board of Directors entered into the Palm Beach County Sheriff's contract for police services in the CRA PADD; and.

**WHEREAS**,

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:**

**Section 1.** The foregoing recitals are incorporated herein.

**Section 2.** The Chairman of the CRA Board of Directors is hereby authorized and directed to execute the Palm Beach County Sheriff's contract with the CRA.

**Section 3.** This Resolution shall be effective upon execution.

The foregoing Resolution was offered by Commissioner Michaud who moved its adoption. The motion was seconded by Commissioner Linden, and upon being put to a roll call vote, the vote was as follows:

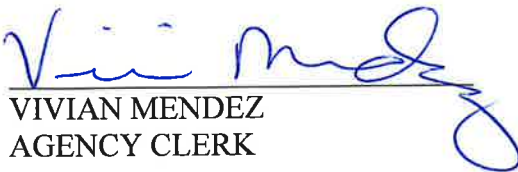
	AYE	NAY
CHAIR MICHAEL O'ROURKE	<u>✓</u>	<u>   </u>
VICE-CHAIR KIMBERLY GLAS-CASTRO	<u>✓</u>	<u>   </u>
BOARD MEMBER ERIN FLAHERTY	<u>✓</u>	<u>   </u>
BOARD MEMBER JOHN LINDEN	<u>✓</u>	<u>   </u>
BOARD MEMBER ROGER MICHAUD	<u>✓</u>	<u>   </u>
BOARD MEMBER HENRY STARK	<u>✓</u>	<u>   </u>

The Community Redevelopment Agency thereupon declared the foregoing Resolution 73-12-21 duly passed and adopted this 1 day of December, 2021.

TOWN OF LAKE PARK, FLORIDA

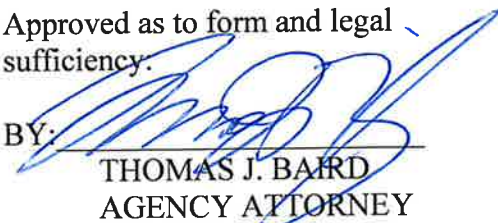
BY:   
MICHAEL O'ROURKE  
CHAIR

ATTEST:

  
VIVIAN MENDEZ  
AGENCY CLERK



Approved as to form and legal sufficiency.

BY:   
THOMAS J. BAIRD  
AGENCY ATTORNEY

**LAW ENFORCEMENT**  
**SERVICE AGREEMENT**

This Agreement was made and entered into on the 1 day of December, 2021, between Ric L. Bradshaw, Sheriff of Palm Beach County, Florida, hereinafter referred to as the Sheriff, and Lake Park Community Redevelopment Agency, a public body corporate and politic, duly created and operated pursuant to Chapter 163, Part III, Florida Statutes, located in Palm Beach County, Florida hereinafter referred to as Lake Park CRA.

Whereas, the Lake Park CRA, pursuant to its authority as provided in Section 163.370, Florida Statutes, wishes to contract with the Sheriff for performance of law enforcement / security services and related functions within its boundaries in Palm Beach County, Florida, and the Sheriff is agreeable to rendering these services on the terms and conditions hereafter set forth:

1. In entering into this Agreement, it is Lake Park CRA intent to contract for the service of deputy sheriffs within the boundaries of the Lake Park CRA for approximately 30 hours per week. The purpose of doing so is to have a high profile patrol specifically dedicated to the area encompassed by the boundaries of the Lake Park CRA to promote a higher degree of protection and security for the property, residents, businesses, and visitors within the boundaries of the Lake Park CRA. The Lake Park CRA shall provide an outline of specific problems to be addressed by the Sheriff and services desired to be performed by the Sheriff, which when reviewed and accepted by the Sheriff shall become the operating profile of this Agreement.
2. The Sheriff shall provide law enforcement/security services within the geographical area which comprises the Lake Park CRA. The Sheriff shall exercise the authority granted to him by the laws of the State of Florida and as prescribed by the Florida Constitution, Florida Statute Chapter 30 and Florida Statute Chapter 316, and as further outlined under the codes of Palm Beach County and the Town of Lake Park.
3. In order to perform these services, the Sheriff shall furnish and supply all necessary labor, supervision, equipment and supplies necessary to maintain the services rendered. The activities of deputies assigned to perform services, pursuant to this Agreement, shall be reported and documented and records will be maintained as required by the Sheriff's Office and Florida State Statutes. The rendition of services, standards of performance, discipline and other matters incident to the performance of such services and the control of personnel employed shall be within the sole discretion of the Sheriff consistent with the operating profile referenced hereinabove.

In the event of a dispute between the parties as to the extent of the duties and functions rendered hereunder, the final determination shall be made by the

Sheriff. The Sheriff shall, pursuant to this Agreement, provide services of approximately 30 hours per week. Specific duty hours, days of service and assignments will vary depending on accessed need and shall be left to the discretion of the District Commander. If at all possible, Lake Park CRA will be staffed by deputies assigned to the District and deputies shall remain within the geographical area of the Lake Park CRA, unless otherwise dictated by operational necessity.

4. Persons employed in the performance of services provided are employees of the Sheriff and not employees of Lake Park CRA. As such they receive all benefits, compensation, training and promotions from the Sheriff.
5. The initial term of this Agreement shall be 12 months, beginning October 1, 2021 and ending on September 30, 2022. This Agreement may be renewed by the parties, subject to computation of cost at the time of renewal and a written Amendment extending the term.

For services provided, the Sheriff shall be compensated for each deputy at the rate of \$90.00 per hour, not to exceed 1,485.33 total service hours or \$133,680 in total cost, unless previously approved by the Lake Park CRA Executive Director and agreed to by the Sheriff. The Sheriff shall invoice the Lake Park CRA on a monthly basis. Payment by the Lake Park CRA shall be made within ten (10) days of the invoice date.

6. This Agreement may be cancelled by either party for any reason providing the canceling party gives the other party 60 days advance written notice. Notwithstanding, if payment for services is not received within ten (10) days of the invoice date, as set forth in Section 5, the Sheriff may immediately terminate this Agreement.
7. This Agreement may be modified only if such modification is in writing and signed by both parties.
8. All notices and the exchange of information by and between the parties to this Agreement shall be as follows:
  - A. The authorized representative for Lake Park CRA shall be its Executive Director D'Agostino, at (561) 881-3300, 535 Park Avenue, Lake Park, Florida 33403.
  - B. The authorized representative of the Sheriff is the Major of North Regional Bureau, Palm Beach County Sheriffs Office (561) 688-3628, 3228 Gun Club Road, West Palm Beach, Florida 33406, or his/her successor.

9. To the extent permitted by law, and without waiving any constitutional or statutory sovereign immunity protections, the Sheriff shall indemnify and hold harmless Lake Park CRA against any actions, claims or damages which may arise out of the negligence and/or intentional act of the Sheriff, his deputies, agents, and employees in furtherance of this Agreement and in the course and scope of his/her employment. Lake Park CRA shall indemnify and hold harmless the Sheriff, his deputies, agents, and employees against any actions, claims or damages arising out of Lake Park CRA, and its officers' and agents' negligence and/or intentional acts in connection with the services provided under this Agreement.
10. This Agreement shall not be assigned.
11. If a party to this Agreement intends to provide any publicity, public relations, advertisements or signs with respect to any activities conducted in association with this Agreement, the party intending to publicize the activity shall obtain the other party's approval of the materials being used to advertise the activity prior to the materials being posted.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

Lake Park Community  
Redevelopment Agency  
535 Park Avenue  
Lake Park, Florida 33403

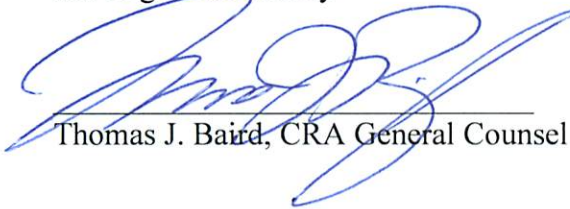
ATTEST:

  
\_\_\_\_\_  
Vivian Mendez, Clerk



  
\_\_\_\_\_  
By: Michael O'Rourke, Chair

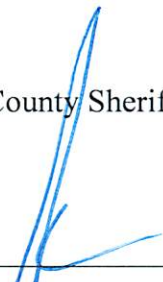
Approved as to Form  
and Legal Sufficiency

  
\_\_\_\_\_  
Thomas J. Baird, CRA General Counsel

ATTEST:

  
\_\_\_\_\_  
Ronald Mattino, Major

Palm Beach County Sheriff's Office

  
\_\_\_\_\_  
Ric L. Bradshaw, Sheriff