

**RESOLUTION 53-09-22**

**A RESOLUTION OF THE TOWN COMMISSION OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE CHAIR OF THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AUTHORITY TO EXECUTE THE 1<sup>ST</sup> AMENDMENT TO THE PBSO CONTRACT BETWEEN THE PALM BEACH COUNTY SHERIFF'S OFFICE DISTRICT 10 AND THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AUTHORITY TO PROVIDE COMMUNITY POLICE SERVICES TO CRA DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.**

**Whereas** the Town of Lake Park, Florida (hereinafter "Town") is a municipal corporation of the state of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**Whereas** Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into Inter-local Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**Whereas** the 1<sup>st</sup> Amendment to the Sheriff's contract provides for the resources of the Palm Beach County Sheriff's Office in providing police services to the Town of Lake Park Community Redevelopment Agency, and

**Whereas** the 1<sup>st</sup> Amendment includes additional Community Policing Hours to the CRA District totaling 1,380 hours, and

**Whereas** the Town of Lake Park Community Redevelopment Authority Board of Directors has determined it is in the best interests of the CRA to enter into the contractual arrangement with Palm Beach County Sheriff's Office; and

**NOW, THEREFORE, BE IT *RESOLVED*, THAT THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:**

**Section 1.** The whereas clauses are true and correct and are incorporated herein.

**Section 2.** The Town Commission authorizes and directs the Mayor to execute the Interlocal Agreement between the Resource Center of Palm Beach County and the Town of Lake Park, Florida.

**Section 3.** This Resolution shall become effective immediately upon execution.

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

	AYE	NAY
CHAIR MICHAEL O'ROURKE	<u>/</u>	___
VICE-CHAIR KIMBERLY GLAS-CASTRO	<u>/</u>	___
BOARD MEMBER JOHN LINDEN	<u>/</u>	___
BOARD MEMBER ROGER MICHAUD	<u>/</u>	___
BOARD MEMBER HENRY STARK	<u>Absent</u>	___
BOARD MEMBER MARY BETH TAYLOR	<u>/</u>	___

The Community Redevelopment Agency thereupon declared the foregoing Resolution 53-09-22 duly passed and adopted this 7 day of September, 2022.

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

**FIRST ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT**  
**SHERIFF RIC L. BRADSHAW AND LAKE PARK COMMUNITY REDEVELOPMENT AGENCY**

This First Addendum to the Law Enforcement Service Agreement is made by and between Lake Park Community Redevelopment Agency (hereinafter referred to as "Lake Park CRA"), a public body corporate and politic, duly created and operated pursuant to Chapter 163, Part III, Florida Statutes, located in Palm Beach County, and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as "Sheriff"). Lake Park CRA and the Sheriff shall hereinafter be referred to as the "Parties."

**WHEREAS**, the Parties executed a Law Enforcement Service Agreement effective October 1, 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. In accordance with Section 5 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, 2022 through September 30, 2023.
2. Section 5 regarding the per hour rate is amended and shall now read as follows:

For services provided, the Sheriff shall be compensated for each deputy at the rate of \$100.00 per hour, not to exceed 1,380 total service hours or \$138,000 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.

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 this Addendum to the Agreement as of the last date all signatures below are affixed.

PALM BEACH COUNTY SHERIFF'S OFFICE

LAKE PARK COMMUNITY REDEVELOPMENT AGENCY

BY:   
\_\_\_\_\_  
Ric L. Bradshaw

BY:   
\_\_\_\_\_  
Michael O'Rourke

Title: Sheriff

Title: MAYOR

Witness:   
\_\_\_\_\_  
Ronald Mattino, Major

Witness:   
\_\_\_\_\_  
Vivian Mendez, Town Clerk

DATE: 9-21-22

DATE: September 7, 2022

Approved as to legal form and sufficiency

  
\_\_\_\_\_  
Town Attorney

