

Agenda Item No. C - 7

VILLAGE OF ROYAL PALM BEACH
Agenda Item Summary

AGENDA ITEM: Approval and authorization for the Mayor to execute the Fourth Addendum to the Law Enforcement Service Agreement by and between the Palm Beach County Sheriff's Office and the Village of Royal Palm Beach.

ISSUE:

The consideration for the period beginning October 1, 2019 through September 30, 2020 will be \$8,098,508.00 or \$674,875.67 per month, a 2% increase. The last monthly payment shall be \$674,875.63.

RECOMMENDED ACTION: Motion to Approve the Fourth Addendum to the Law Enforcement Service Agreement.

| Initiator | Village Manager Approval | Agenda Date | Village Council Action |
|------------------|-------------------------------------|------------------------|-----------------------------------|
| | | 9/19/19 | |

FOURTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT
SHERIFF RIC L. BRADSHAW AND THE VILLAGE OF ROYAL PALM BEACH

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

WHEREAS, the Parties executed a Law Enforcement Service Agreement effective October 01, 2016, a First Addendum effective October 01, 2016, a Second Addendum effective October 01, 2017, and a Third Addendum effective October 01, 2018, (the "Agreement"), by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the Parties wish to set forth the consideration for the Fourth Year of the contract term October 01, 2019 through September 30, 2020 and to make certain revisions to the Agreement.

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 5, Section 5.2 of the Agreement, Section 5.1 is amended as to the total amount due for services for the period beginning October 01, 2019 through September 30, 2020 (excepting those costs identified and funded in Section 5.5 of the Agreement) as follows: The total amount due for the annual period referenced above shall be \$8,098,508.00. Monthly payments shall be \$674,875.67. The last Monthly payment shall be \$674,875.63.

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

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

A. The SHERIFF shall provide to the VILLAGE 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.

4. In all other respects and unless otherwise stated, the terms and conditions of the Agreement, which includes prior Addenda, 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

VILLAGE OF ROYAL PALM BEACH

BY: _____
Ric L. Bradshaw

BY: _____
Fred Pinto

Title: Sheriff

Title: Mayor

Witness: _____
Eric Coleman, Major

Witness: _____
Diane DiSanto, Village Clerk

DATE: _____

DATE: _____

EXHIBIT A*

| Previous District 9 Allocations | | Current District 9 Allocations | |
|--|------------|---------------------------------------|------------|
| Title | Quantity | Title | Quantity |
| Captain LE | 1 | Captain LE | 1 |
| Lieutenant LE | 1 | Lieutenant LE | 1 |
| Sergeant LE | 6 | Sergeant LE | 6 |
| Detective Sergeant | 1 | Detective Sergeant | 1 |
| Deputy Sheriff LE | 41 | Deputy Sheriff LE | 41 |
| Deputy Sheriff LE Motors | 2 | Deputy Sheriff LE Motors | 2 |
| Detective | 3 | Detective | 3 |
| Section Manager | 1 | Section Manager | 1 |
| Criminal Intelligence Analyst | 1 | Criminal Intelligence Analyst | 1 |
| Administrative Secretary | 1 | Administrative Secretary | 1 |
| Central Records Specialist | 2 | Central Records Specialist | 2 |
| Clerical Specialist | 1 | Clerical Specialist | 1 |
| Alternate Response Specialist | 1 | Alternate Response Specialist | 1 |
| Crossing Guard | 44 | Crossing Guard** | 44 |
| Recreation Specialist PT | 1 | Recreation Specialist PT | 1 |
| TOTAL | 107 | TOTAL | 107 |

* This Exhibit A was adopted as part of the Fourth Addendum to the Agreement effective October 01, 2019

**Additional Crossing Guard Allocations were added in FY's 11, 13, 14 & 15 at no additional cost to the Village in order to meet FDOT standards.