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CITY OF WESTLAKE

RESOLUTION NO. 2022-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY COUNCIL MEMBER TO EXECUTE A THIRD ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE CITY OF WESTLAKE AND RIC L. BRADSHAW, SHERIFF OF PALM BEACH COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council deems it to be in the best interests of the City to approve and authorize the proper City Council Member to execute a Third Addendum to the Law Enforcement Service Agreement between the City of Westlake and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA:

SECTION 1. The foregoing "WHEREAS" clause is hereby ratified and confirmed by the City Council and incorporated herein by this reference.

SECTION 2. The City Commission of the City of Westlake, Florida, hereby approves and authorizes the proper City Council Member to execute a Third Addendum to the Law Enforcement Service Agreement between the City of Westlake and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida. A copy of the Third Addendum is attached hereto as Exhibit "A".

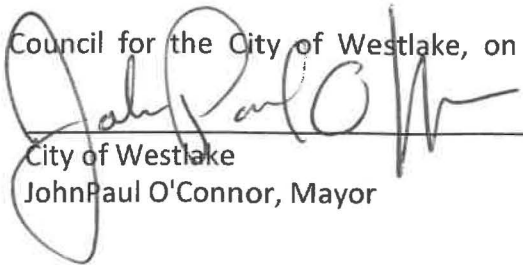
SECTION 3. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. SEVERABILITY. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

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SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND APPROVED by City Council for the City of Westlake, on this 6 day of September 2022.



City of Westlake
John Paul O'Connor, Mayor



Zoie Burgess, City Clerk

THIRD ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT
SHERIFF RIC L. BRADSHAW AND CITY OF WESTLAKE

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

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

WHEREAS, the Parties wish to adjust the level of service by adding one (1) Deputy Sheriff and set forth the consideration for the Fourth Year of the Contract Term, October 01, 2022 through September 30, 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. The level of service and allocations for the term in the Fourth Year of the Contract Term of this Agreement, that being October 01, 2022 through September 30, 2023, is reflected in revised EXHIBIT A, attached and incorporated as if fully stated herein. Revised Exhibit A hereby replaces former Exhibit A to the Agreement and is effective October 01, 2022.
2. 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 amount due for the annual period referenced above shall be \$832,606.00. Monthly payments shall be \$69,383.83. The last monthly payment shall be \$69,383.87.
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 \$100.00 per hour and will be billed by the SHERIFF to the CITY on a monthly basis. This rate is subject to annual review and change upon agreement between the CITY and SHERIFF. Alternatively, the CITY may opt to submit an application for an off-duty permit.

4. 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

CITY OF WESTLAKE

BY: 

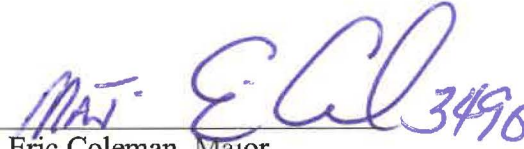
Ric L. Bradshaw

BY: 

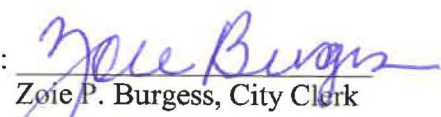
John Paul O'Connor

Title: Sheriff

Title: Mayor

Witness: 

Eric Coleman, Major

Witness: 

Zoie P. Burgess, City Clerk

DATE: 9-26-22

DATE: 9/6/2022

EXHIBIT A*

Previous District 18 Allocations		Current District 18 Allocations	
Title	Quantity	Title	Quantity
Deputy Sheriff	5	Deputy Sheriff	6
TOTAL	5	TOTAL	6

*This Exhibit A was adopted as part of the 3rd Addendum effective October 01, 2022.