

**TENTH AMENDMENT TO INTERLOCAL AGREEMENT
(TRAFFIC CONTROL AND SECURITY - ST. LUCIE COUNTY SPORTS COMPLEX)
C88-06-074**

THIS TENTH AMENDMENT TO INTERLOCAL AGREEMENT by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County," and the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation, hereinafter referred to as "City."

W I T N E S S E T H:

WHEREAS, on June 21, 1988, the parties entered into an Interlocal Agreement, hereinafter referred to as the "Agreement," which was recorded in Official Records Book 593, pages 1800 through 1802, of the public records of St. Lucie County, Florida, which provided for the City to furnish off-duty City police officers to the County to perform traffic control and security during scheduled events at the St. Lucie County Sports Complex.

WHEREAS, the parties subsequently amended the Agreement on June 20, 1989, May 19, 1998, March 24, 2000, May 10, 2000, January 1, 2002, December 11, 2005, January 1, 2008, March 1, 2009 and February 25, 2021 to reflect increases in the hourly wages paid to the City's police officers and supervisors, apply a 3-hour minimum for each officer, and apply an administrative fee, which amendments were recorded in Official Records Book 644 at page 321, Official Records Book 1155 at page 2201, Official Records Book 1287 at page 2865, Official Records Book 1301 at page 1179, Official Records Book 1484 at page 807, Official Records Book 2440 at page 604, Official Records Book 2963 at page 1600, Official Records Book 3092 at page 2004, and Official Records Book 4701 at page 2962 of the public records of St. Lucie County, Florida, respectively; and,

WHEREAS, the City intends to further increase the hourly wage paid to its police officers and supervisors effective June 4, 2022; and,

WHEREAS, the parties desire to further amend the Agreement to reflect the planned

increase in the hourly wage for the City's police officers and supervisors, the planned increase in the administrative fee for officers and supervisors, and the planned decrease in the administrative fee for officers and supervisors on holidays.

NOW, THEREFORE, in consideration of the premises and undertakings contained herein, the parties hereto agree to amend the Agreement as follows:

1. Paragraph 3 shall be amended to read as follows:
 3. In return for the faithful performance of the services provided in accordance with the terms and conditions of this Agreement, the County agrees to pay to the City fifty and 00/100 (\$50.00) dollars for each hour of service provided to the County by a police officer ($\$50.00 \times 3\text{-hour minimum} = \150.00) and fifty-five and 00/100 (\$55.00) dollars for each hour of service provided to the County by a police supervisor ($\$55.00 \times 3\text{-hour minimum} = \165.00). The rates set forth herein include a six and 00/100 (\$6.00) dollar administrative fee.

In addition, on the twelve (12) City-recognized holidays, the County agrees to pay to the City sixty and 00/100 (\$60.00) dollars for each hour of service provided to the County by a police officer ($\$60.00 \times 3\text{-hour minimum} = \180.00) and sixty-five and 00/100 (\$65.00) dollars for each hour of service provided to the County by a police supervisor ($\$65.00 \times 3\text{-hour minimum} = \195.00). The holiday rates set forth herein include a six and 00/100 (\$6.00) dollar administrative fee.

The twelve (12) City-recognized holidays are:

- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day

2. The rate increase provided herein shall be effective June 4, 2022.
3. The Off-Duty Detail Police Services Guidelines shall be incorporated into and form a part of the Agreement as Exhibit A.
4. All other terms and conditions of the Agreement, as amended, remain in full force

and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Tenth Amendment on the dates below written.

ATTEST:

BY: _____
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA**

BY: _____
Chair

DATE: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

BY: _____
County Attorney

ATTEST:

Deputy Clerk

CITY OF PORT ST. LUCIE
BY: Shannon M. Martin
Mayor

DATE: 7/6/23

**APPROVED AS TO FORM AND
CORRECTNESS:**

BY: Amelia L. Jorgensen
Deputy City Attorney

EXHIBIT A

City of Port St. Lucie Police Department Off-Duty Detail Police Services Guidelines

Police Officer

\$50.00 (per hour) includes administration fee.
(Officer rate: \$44/hour + Admin fee: \$6.00/hour)

Police Supervisor

\$55.00 (per hour) includes administration fee.
(Supv rate: \$49/hour + Admin fee: \$6.00/hour)

A supervisor is required for every five (5) officers requested.

There is a three-hour (3) minimum on all off-duty employment.

Holiday Rates:

Police Officer

\$60.00 (per hour) includes administration fee.
(Officer rate: \$54/hour + Admin fee: \$6.00/hour)

Police Supervisor

\$65.00 (per hour) includes administration fee.
(Supv rate: \$59/hour + Admin fee: \$6.00/hour)

For any off-duty employment on the following twelve (12) City recognized holidays:

Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day

Payment is expected at least two (2) days prior the date of the event unless specified.

All compensation due for services performed by Police personnel will be paid by check, cash, or money order **ONLY**. Officers are prohibited from accepting cash and/or check payments.

Any employer failing to meet this deadline may be refused further details.

Job cancellations must be made at least twenty-four (24) hours prior to the scheduled starting time of the detail (except for natural disaster or inclement weather) and must be called in to the Off-Duty Detail Coordinator at 772-871-7302 during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday excluding holidays.

If cancellation is on weekends and/or holidays, you must call the Police Department at 772-871-5000.

The three-hour (3) minimum shall apply to cancellations not meeting this requirement.

If the time worked is greater than half the assigned time, the officer will be paid for the full time of the assignment scheduled.