

RESOLUTION NO. 2023-006

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH J.A. MEDINA, LLC; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2022-2023 TOWN BUDGET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 9, 2020, pursuant to Resolution No. 2020-016, the Town Council approved an agreement with J.A. Medina, LLC (MEDINA) to provide code enforcement services to the Town of Southwest Ranches ("TOWN"); and

WHEREAS, since entering into the agreement with MEDINA, the company has lost four employees, mainly attributable to employees seeking to better their economic condition; and

WHEREAS, due to a tight labor market exacerbated by the COVID-19 pandemic there is a shortage of qualified employees creating a challenge in providing consistent code enforcement service to the Town; and

WHEREAS, the Code budget has not been changed in approximately 12-years meanwhile the level of service has increased substantially; and

WHEREAS, MEDINA proposes changes to the total allocation in this First Amendment to the Agreement, as outlined in Schedule "B" attached hereto and incorporated herein by reference, to encourage further education and attainment of higher levels of certification, incentivize longevity, prevent employee turnover in the Code Department, account for the increased cost of living for employee salaries, and address increases in overhead attributable to the current economic climate; and

WHEREAS, the Town desires to amend its Agreement with J.A. Medina, LLC to increase J.A. Medina's compensation, as specifically set forth herein, to accomplish the aforementioned goals.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves the First Amendment to the Agreement with J.A. Medina, LLC (MEDINA) as specifically delineated in Exhibit "A", attached hereto and incorporated herein by reference.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the modification in substantially the same form as that attached hereto as Exhibit "A," and to make any and all non-material changes necessary and proper to effectuate the intent of this Resolution.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 27th day of October, 2022, on a motion by

Council Member Hartmann and seconded by Vice Mayor Jablonski.

Breitkreuz
Jablonski
Allbritton
Hartmann
Kuczynski

Yes
Yes
Yes
Yes
Yes

Ayes
Nays
Absent

5
0
0

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
1001.179.01

EXHIBIT "A"

FIRST AMENDMENT TO THE AGREEMENT

THIS FIRST AMENDMENT TO THE AGREEMENT entered into as of the 27th day of October, 2022 between the Town of Southwest Ranches, a municipal corporation of the State of Florida (the "Town") and J.A. Medina, LLC, a corporation of the State of Florida ("Consultant"), for the purpose of amending the Agreement between the Town and Consultant dated January 9th, 2020 (the "Original Agreement").

WITNESSETH:

WHEREAS, on January 9, 2020, pursuant to Resolution No. 2020-016, the Town Council approved an agreement with J.A. Medina, LLC ("MEDINA") to provide code enforcement services to the Town of Southwest Ranches ("Town"); and

WHEREAS, the Town and MEDINA desire to modify its Agreement to increase MEDINA's compensation, as specifically stated herein, to encourage further education and attainment of higher levels of certification, incentivize longevity, prevent employee turnover in the Code Department, account for the increased cost of living for employee salaries, and address increases in overhead attributable to the current economic climate.

WHEREAS, this First Amendment to the Agreement seeks to effectuate the agreement of both parties as specifically described herein.

NOW, THEREFORE, for and in consideration of the premises and for Ten Dollars (\$10.00) and for other good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged, the parties hereto agree that the Original Agreement shall be amended as follows:

1. The foregoing recitals are true and correct.
2. Section 2.3 of Article 2 "Scope of Services" shall be amended to read as follows:
 - 2.3 Medina agrees to provide code enforcement staffing to the TOWN, pursuant to Schedule "B", attached hereto and made a part hereof. The code enforcement officers must be trained in code enforcement with a minimum Level I certification prior to assignment to the Town ~~certification level determined by the Town Administrator and the Town Attorney.~~ A copy of each code enforcement officer's certification must be kept up to date and a copy shall remain on file with the Town.

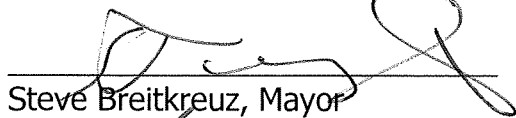
3. Section 4.1 of Article 4 "Compensation" shall be amended to read as follows:

4.1 Medina shall provide Code Compliance Services, as described in Exhibit "A", to the TOWN for a Maximum Fiscal Year Fee of Two Hundred and Nine Thousand Five Hundred and Sixteen Dollars (\$209,516) Two Hundred and Thirty-Five Thousand Six Hundred and Twenty Dollars (\$235,620), which shall be allocated and limited as specifically delineated in Schedule "B", which is attached hereto and is incorporated herein by reference. This fiscal year amount may be amended by the Town Council during its budget process. The allocation of the fiscal year amount shall be approved by the Town Council during its budget process. Medina shall be compensated one month in arrears, strictly based upon its budget allocation. By way of example only, if Medina fails to fill one of its budgeted allocated positions, or if one of its allocated positions fails to work at the Town for a minimum of forty hours per week, such monthly compensations shall be reduced accordingly.

4. All other terms and conditions not modified herein shall remain of full force and effect and binding upon the parties.

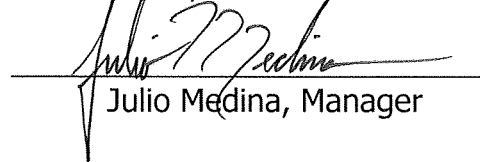
IN WITNESS WHEREOF, this Modification is accepted and executed as of this 27th day of October, 2022.

TOWN OF SOUTHWEST RANCHES




Steve Breitkreuz, Mayor

J.A. MEDINA, LLC



Julio Medina, Manager

Attest:



Russell Muñoz, Assistant Town Administrator/Town Clerk

Approved as to form and correctness:



Keith M. Poliakoff, J.D., Town Attorney
1001.179.01

SCHEDULE "B"

Fiscal Year ~~2020-2022~~ Budgetary Allocation Amount

~~\$209,516~~ \$235,620

The above sets the maximum amount agreed to be paid by the Town to Medina. Medina may offer other out of pocket benefits including, but not limited to, compensation, and overtime, and other benefits as may be required provided by law.

At a minimum, Medina shall maintain three Code Officers and One Code Coordinator at all times. The Town shall compensate Medina for these positions based upon the fee schedule delineated below. In the event that Medina falls below this required staffing model, Medina shall not receive compensation for the vacated position until such position is refilled. Medina shall fill all vacated positions within a reasonable amount of time.

As it specifically relates to Fiscal Year 2023, and unless modified as prescribed herein, commencing December 1, 2023, Medina shall maintain, at a minimum, the following assigned staff, in accordance with the Budgetary Allocation Amount.

1. Director Level IV Certification (40 hours per week): \$79,320
- ~~2. Supervisor at least Level II or III Certification (40 hours per week): \$39,996~~
2. Deputy Director (Level III Certification Required) (40 hours per week): \$60,000
3. Inspector Level II Certification (40 hours per week): ~~-\$36,000~~ \$45,000
4. Code Coordinator (40 hours per week): ~~-\$42,000~~ \$39,600
5. Vehicle Allowance: \$11,700
- ~~6. Software reimbursement when proof of payment is provided: \$500~~

Payment by Medina or Credit to the Town:

7. Annual Rent paid to the Town: \$6,000 (\$500 per month)
8. Office Supplies paid to the Town: \$1,200 (\$100 per month)

The payment of rent and office supplies to the Town, can occur in the form of a credit against compensation owed to Medina.

The amounts listed in items 1-5 above, and the Code Pay Scale with Certification and Experience listed below, are the maximum amounts that the Town is agreeing to pay. The specific allocation of the Budgetary Allocation Amount is subject to the express written approval of the Town Administrator, which may be unreasonably withheld, but in no event shall such allocation exceed the maximum amounts specified herein. can be modified based upon the written approval of the Town Administrator, which may be unreasonably withheld, provided that the total amount of items 1-4 (\$209,516) does not change may not exceed (\$235,620). The agreed to allocation of 1-5 shall determine Medina's monthly compensation.

The staffing and hours referenced above, is herein are the amount of staffing and hours minimally required for Medina to receive compensation in full.

Code Officer Department Pay Scale with Certification and Experience

<u>Code Officer-Department pay scale.</u>	<u>Monthly / Annually</u>
<u>Level I Certified with minimum 1-year experience. -</u>	<u>\$3,500 - \$42,000</u>
<u>Level II Certified with minimum 2- year experience -</u>	<u>\$3,750 - \$45,000</u>
<u>Level III Certified with minimum 3-year experience -</u>	<u>\$4,000 - \$48,000</u>
<u>Level IV Certified with minimum 4-year experience -</u>	<u>\$4,500 - \$54,000</u>
<u>Deputy Director Level III Certified with minimum 4-year experience -</u>	<u>\$5,000 - \$60,000</u>
<u>Code Coordinator-</u>	<u>\$3,300 - \$39,600</u>