

**RESOLUTION NO. 2007 - 088**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE FOURTH AMENDMENT TO THE LAW ENFORCEMENT AGREEMENT WITH KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY; AND AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AMENDED AGREEMENT; AND PROVIDING AN EFFECTIVE DATE THEREFOR.**

**WHEREAS**, on or about September 21, 2000, the Town contracted with the Broward Sheriff's Office (BSO) to provide law enforcement services to the Town; and

**WHEREAS**, on or about February 15, 2001, the parties entered into a First Amendment to modify the terms of the Agreement; and

**WHEREAS**, on November 30, 2005, the parties entered into a Second Amendment to extend the term of the Agreement through September 30, 2006; and

**WHEREAS**, on February 2, 2006, the parties entered into a Third Amendment to modify the services to include traffic control, traffic management, and to monitor unlawful dumping; and

**WHEREAS**, the Agreement, First Amendment, Second Amendment, and Third Amendment are hereinafter collectively referred to as the "Agreement"; and

**WHEREAS**, the Town and BSO are both desirous of amending the Agreement by modifying the staffing levels, costs for services, and extending the term.

**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.

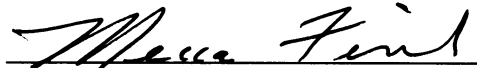
**Section 2:** The Town Council hereby approves the Fourth Amendment to the Agreement, in substantially the same form as that attached hereto as Exhibit "A", between the Town of Southwest Ranches and Kenneth C. Jenne, II, Sheriff of Broward County.

**Section 3:** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into the Fourth Amended Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

**Section 4:** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 19<sup>th</sup> day of July 2007, on a motion by Vice Mayor Don Maines and seconded by Council Member Aster Knight.

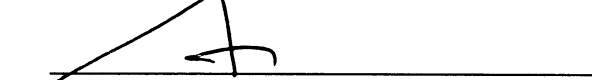
Fink	<u>Y</u>	Ayes	<u>5</u>
Maines	<u>Y</u>	Nays	<u>0</u>
Breitkreuz	<u>Y</u>	Absent	<u>0</u>
Knight	<u>Y</u>	Abstaining	<u>0</u>
Nelson	<u>Y</u>		

  
Mecca Fink, Mayor

ATTEST:

  
Susan A. Owens, Town Clerk

Approved as to Form and Correctness:

  
Gary A. Poliakoff, J.D., Town Attorney

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**FOURTH AMENDMENT**  
**TO**  
**LAW ENFORCEMENT SERVICE AGREEMENT**  
**BY AND BETWEEN**  
**THE TOWN OF SOUTHWEST RANCHES**  
**AND**  
**KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY**

THIS FOURTH AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by and between the Town of Southwest Ranches, a municipal corporation organized and existing under the laws of the State of Florida, which municipality is fully located within the boundaries of Broward County, Florida (hereinafter referred to as "TOWN") and Kenneth C. Jenne, II, Sheriff of Broward County, Florida (hereinafter referred to as "BSO").

**WITNESSETH:**

**WHEREAS**, on or about September 21, 2000, the TOWN contracted with BSO to provide law enforcement services to the TOWN; and

**WHEREAS**, on or about February 15, 2001, the parties entered into a First Amendment to modify the terms of the agreement; and

**WHEREAS**, on November 30, 2005, the parties entered into a Second Amendment to extend the term of the agreement through September 30, 2006; and

**WHEREAS**, on February 2, 2006, the parties entered into a Third Amendment to modify the services to include traffic control, traffic management, and to monitor unlawful dumping; and

**WHEREAS**, the Agreement, First Amendment, Second Amendment, and Third Amendment are hereinafter collectively referred to as the "Agreement"; and

**WHEREAS**, the TOWN and BSO are desirous of amending the Agreement by modifying the staffing levels and other consideration, and extending the term.

**NOW, THEREFORE**, in consideration of the sums hereinafter set forth and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, it is agreed as follows:

1. The above recitals are true and correct and incorporated herein.
2. The term of the Agreement is hereby extended through September 30, 2011.

3. Commencing October 1, 2006, the staffing structure as set forth in Section 1.2 of the Agreement shall be as follows:

1	Sergeant
<u>11</u>	Deputy Sheriffs
12	Total

4. Commencing July 1, 2007, the staffing structure as set forth in Section 1.2 of the Agreement shall be amended by adding one (1) Commander as follows:

1	Commander
1	Sergeant
<u>11</u>	Deputy Sheriffs
13	Total

5. Commencing October 1, 2007, the staffing structure as set forth in Section 1.2 of the Agreement shall be amended by adding one (1) Sergeant and one (1) Deputy as follows:

1	Commander
2	Sergeant
<u>12</u>	Deputy Sheriffs
15	Total

One deputy shall be available at the Town's discretion for commercial vehicle certifications and shall carry necessary weighting equipment. Said equipment shall be made available at all times to the Town of Southwest Ranches. The Town Administrator may request additional staffing on either a temporary or permanent basis. BSO will provide such additional staff provided BSO and the Town agree, in writing, upon the terms and conditions related to such additional staffing. The Town shall pay BSO the actual cost of the additional staffing.

6. The following provision shall be added to the Agreement as Section 1.9:

In the event of a hurricane, natural or manmade disaster that results in the loss of power to the Southwest Ranches District Office which location shall be designated by the Town in writing and may be modified by the Town from time to time, BSO will provide a portable generator to the District Office/Town Hall which are one and the same, to allow for the continued operations of the District Office/Town Hall. Notwithstanding the preceding provision, the portable generator may be relocated if there is a greater need elsewhere in Broward County for such generator, example being an event which does not impact the Town or a disaster with much

greater impact or life safety concerns elsewhere in Broward County.

BSO, at its cost, will have installed the necessary transfer switch at the BSO District Office/Town Hall. For the 2007 hurricane season, the Town has rented a portable generator, and the cost of fuel, if necessary, shall be reimbursed by the Town.

7. The following provision shall be added to Section 8.1:

Commencing on October 1, 2006, the TOWN shall pay to BSO, in consideration for the above stated services and responsibilities for the period commencing on October 1, 2006 through June 30, 2007, the sum of \$1,024,230 payable in nine (9) equal monthly installments of \$113,803.33 beginning October 1, 2006.

Commencing on July 1, 2007, the TOWN shall pay to BSO, in consideration for the above stated services and responsibilities for the period commencing on July 1, 2007 through September 30, 2007, the sum of \$382,764.99 payable in three (3) equal monthly installments of \$127,588.33 beginning July 1, 2007.

Commencing on October 1, 2007, the TOWN shall pay to BSO, in consideration for the above stated services and responsibilities for the period commencing on October 1, 2007 through September 30, 2008, the sum of \$1,886,553.96 payable in twelve (12) equal monthly installments of \$157,212.83 beginning October 1, 2007.

8. The full consideration due for the services pursuant to this Agreement for fiscal years 2009, 2010 and 2011 shall be determined by adding the following:

a. BSO's budgeted costs for items other than health insurance premiums, workers compensation premiums and pension contributions. In no event will the increase be more than 5% over the total budgeted costs for the same items in the preceding year. In the event BSO subsequently enters into a contract with another municipality for police services and such contract includes a contractual provision that states that the annual percentage rate increase shall not exceed a certain percentage, which is less than five percent (5%), the above-stated not to exceed language shall be amended to reflect the annual percentage rate cap language offered to the other municipality.

b. BSO's budgeted costs for workers compensation premiums and pension contributions, which will be based upon budgeted costs. The budgeted costs of these items will be supported with third party

documentation.

c. BSO's budgeted costs for health insurance premiums which will be based upon projected costs, but in no event will the increase be more than 9% over the budgeted costs in the preceding year.

9. BSO will provide the TOWN with the above costs for fiscal years 2009, 2010 and 2011 on or before June 1 of the preceding fiscal year. BSO will provide written documentation to support any increases in the cost to the TOWN.
10. BSO and the TOWN each agree to contribute a total of \$1,667 toward the cost of installing electric service for remote operation to an existing fence around the S. Florida Water Management District facility, which houses the BSO District Office/Town Hall.
11. Section 8.4 shall be deleted in its entirety.

FOURTH AMENDMENT TO THE LAW ENFORCEMENT SERVICE AGREEMENT BY AND BETWEEN THE TOWN OF SOUTHWEST RANCHES AND KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed the date(s) indicated below.

**KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY**

\_\_\_\_\_ Date: \_\_\_\_\_  
Kenneth C. Jenne, II  
Sheriff

Approved as to form and legal sufficiency  
subject to execution by the parties:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Edward A. Dion, General Counsel

FOURTH AMENDMENT TO THE LAW ENFORCEMENT SERVICE AGREEMENT BY AND BETWEEN THE TOWN OF SOUTHWEST RANCHES AND KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY

**TOWN OF SOUTHWEST RANCHES**

\_\_\_\_\_  
Mecca Fink, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Christopher J. Russo, Town Administrator

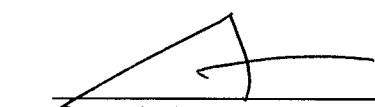
Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Susan A. Owens, Town Clerk

Date \_\_\_\_\_

Approved for legal form and correctness for the Town of Southwest Ranches

  
\_\_\_\_\_  
Gary A. Poliakoff, J. D.  
Town Attorney

Date: \_\_\_\_\_