

RESOLUTION NO. 2025-080

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 TO ALLOW FOR ADDITIONAL SERVICES BEYOND DESIGNATED WORKING HOURS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 12, 2024, pursuant to Resolution No. 2025-026, the Town Council approved an agreement with J.A. Medina, LLC ("MEDINA") to provide code compliance services to the Town of Southwest Ranches ("TOWN"); and

WHEREAS, since entering into the agreement with MEDINA, the Town desires MEDINA to be available beyond previously defined designated working hours to respond to emergent and time sensitive code compliance issues; and

WHEREAS, this First Amendment to the original Agreement with MEDINA allows for such responses, more informally referred to as "call outs", as well as "call out pay" which is additional compensation for after hour responses; and

WHEREAS, such additional compensation will be in the amount of three hundred dollars and zero cents (\$300.00) per occurrence or "call out"; and

WHEREAS, the First Amendment to the original Agreement calls for additional compensation not currently included in the Fiscal Year 2024-2025 budget nor in its Fiscal Year 2025-2026 budget; and

WHEREAS, the Town Council authorizes the utilization of budgeted funds within Fiscal Year 2024-2025 in account 001-3900-519-99100 (Contingency) in the amount not to exceed six hundred dollars and zero cents (\$600.00); and

WHEREAS, the Town Council authorizes the utilization of budgeted funds within Fiscal Year 2025-2026 in account 001-3900-519-99100 (Contingency) in the amount of three thousand six hundred dollars and zero cents (\$3,600.00) with an understanding that "call outs" and associated "call out pay" will be based on actual demand; and

WHEREAS, to properly account for the additional compensation, an average of one (1) "call out" per month, or three hundred dollars and zero cents (\$300.00) per month, will be appropriated through Town reserves for the remainder of Fiscal Year 2024-2025 with an understanding that "call outs" and associated "call out pay" will be based on actual demand; and

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

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 become effective immediately upon its adoption.

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

Ranches, Florida, this 28th day of August, 2025 on a motion by

c/m KUCZENSKI and seconded by c/m JABLONSKI.

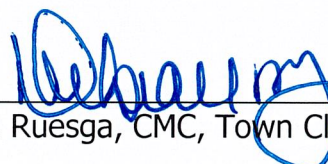
| | |
|------------|------------|
| Breitkreuz | <u>YES</u> |
| Hartmann | <u>YES</u> |
| Allbritton | <u>YES</u> |
| Jablonski | <u>YES</u> |
| Kuczenski | <u>YES</u> |

| | |
|------------|----------|
| Ayes | <u>5</u> |
| Nays | <u>/</u> |
| Absent | <u>/</u> |
| Abstaining | <u>/</u> |



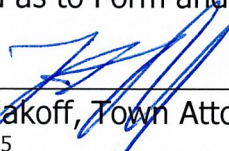
Steve Breitkreuz, Mayor

Attest:



Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:



Keith Poliakoff, Town Attorney
1001.061.2025

EXHIBIT "A"

FIRST AMENDMENT TO THE AGREEMENT

THIS FIRST AMENDMENT TO THE AGREEMENT entered into as of the 28th day of August, 2025 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 December 12th, 2024 (the "Original Agreement").

WITNESSETH:

WHEREAS, on December 12, 2024, pursuant to Resolution No. 2025-026, the Town Council approved an agreement with J.A. Medina, LLC ("Consultant") to provide code enforcement services to the Town of Southwest Ranches ("Town"); and

WHEREAS, since entering into the agreement with Consultant, the Town desires Consultant to be available after designated working hours, as more specifically defined in Section 2.7 of Article 2 "Scope of Services" of the Original Agreement, to respond to emergent and time sensitive code compliance issues.

WHEREAS, the Town and Consultant desire to modify its Agreement to include compensation required for after designated working hours response to emergent and time sensitive code compliance issues, more informally referred to as "call out pay".

WHEREAS, such additional compensation will be in the amount of three hundred dollars and zero cents (\$300.00) per occurrence or "call out"; and

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

NOW, THEREFORE, the parties hereto agree that the Original Agreement shall be amended as follows:

1. The foregoing recitals are true and correct.
2. Section 2.7 of Article 2 "Scope of Services" shall be amended to read as follows:
 - 2.7 MEDINA shall maintain daily office hours within Town Hall in accordance with the Town's official calendar. In addition, MEDINA must have a code compliance officer working on Saturdays and Sundays, as well as evenings, to enforce provisions of the Code requiring evening inspections or monitoring. Hours may be extended, reduced, or modified in writing by the Town Administrator, without a change in compensation to MEDINA. Certain exceptions based on the necessitation to respond to emergent and time

sensitive code violation issues, more informally referred to as "call outs" may receive additional compensation in the amount of Three Hundred Dollars and Zero Cents (\$300.00) per occurrence. The initial Hours of Operation is delineated in Schedule "B", attached hereto and incorporated herein by reference.

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

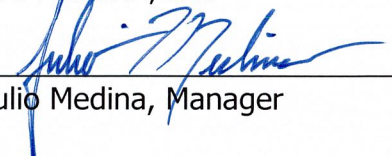
IN WITNESS WHEREOF, this Modification is accepted and executed as of this 28th day of August , 2025.

TOWN OF SOUTHWEST RANCHES



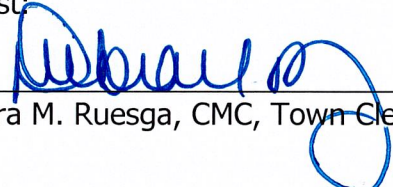
Steve Breitkreuz, Mayor

J.A. MEDINA, LLC



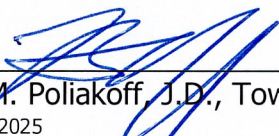
Julio Medina, Manager

Attest:



Debra M. Ruesga, CMC, Town Clerk

Approved as to form and correctness:



Keith M. Poliakoff, J.D., Town Attorney
1001.061.2025