



TOWN OF LAUDERDALE-BY-THE-SEA

AGENDA ITEM REQUEST FORM

Broward Sheriff's Office

Department Submitting Request

Chief Oscar Llerena

Dept Head's Signature

<u>Commission Meeting Dates</u>	<u>Last date to turn in to Town Clerk's Office</u>	<u>Commission Meeting Dates</u>	<u>Last date to turn in to Town Clerk's Office</u>	<u>Commission Meeting Dates</u>	<u>Last date to turn in to Town Clerk's Office</u>
<input type="checkbox"/> Nov 10, 2009	Oct 30 (5:00 p.m.)	<input type="checkbox"/> Jan 26, 2010	Jan 15 (5:00 p.m.)	<input type="checkbox"/> March 23, 2010	Mar 12 (5:00 p.m.)
<input type="checkbox"/> Dec 1, 2009	Nov 20 (5:00 p.m.)	<input type="checkbox"/> Feb 9, 2010	Jan 29 (5:00 p.m.)	<input type="checkbox"/> April 13, 2010	April 2 (5:00p.m.)
<input type="checkbox"/> Dec 8, 2009	Nov 25 (5:00 p.m.)	<input type="checkbox"/> Feb 23, 2010	Feb 12 (5:00 p.m.)	<input type="checkbox"/> April 27, 2010	April 16 (5:00p.m.)
<input checked="" type="checkbox"/> Jan 12, 2010	Dec 31 (5:00 p.m.)	<input type="checkbox"/> Mar 9, 2010	Feb 26 (5:00p.m.)	<input type="checkbox"/> May 11, 2010	April 30 (5:00p.m.)

NATURE OF AGENDA ITEM

- Presentation
- Report
- Consent Agenda
- Bids
- Resolution
- Ordinance
- Public Hearing
- Old Business
- New Business
- Manager's Report
- Attorney's Report
- Other

EXPLANATION: Amendment to the current BSO contract

STAFF RECOMMENDATION: N/A

BOARD/COMMITTEE RECOMMENDATION: N/A

FISCAL IMPACT AND APPROPRIATION OF FUNDS: N/A

- Amount \$ _____
- Acct # _____
- Transfer of funds
- required
- From Acct # _____
- Bid
- Grant
- Amount represents matching funds

Town Attorney review required
 Yes No

Town Manager's Initials: OL



Pride in Service with Integrity

INTERNAL MEMO

Date: December 16, 2009

To: Town Manager Esther Colon
Lauderdale-by-the-Sea

From: Chief Oscar Llerena 
Broward Sheriff's Office
Lauderdale-by-the-Sea District

Subj: **Commission Agenda Request - New Shift Scheduling Directive**

All BSO district chiefs recently received a directive to prepare their district shift schedules for transition to the "Pompano Model" of 12-hour shifts. Our current contract for law enforcement services with the Town has language that conflicts with this directive. A contract amendment is required prior to implementing this new schedule. I am requesting that you place this issue on the Commission's agenda for the January 12, 2009 meeting for resolution. BSO Legal Affairs has drafted a 4th amendment to the current contract which reflects proposed language to allow us to make the transition.

Section 1.1.13 of the current contract defines "Shift" as service provided on an eight (8) hour basis. Section 2.4 states that BSO will provide the Town with eleven (11) patrol units during a twenty-four hour period. The proposed shift scheduling will conflict with these sections of the current contract.

In order to comply with the directive, the contract language would have to be modified to define "Shift" as service on a twelve (12) hour basis, or simply deleted altogether. Section 2.4 would have to be modified to state that BSO will provide the Town with seven (7) patrol units during a twenty-four hour period. This amended language is based on the fact that six (6) deputies following a 12-hour schedule perform the same amount of patrol as nine (9) deputies following an 8-hour schedule. It would take six deputies to staff three patrol zones for a 24-hour period rather than nine deputies working on an 8-hour schedule.

I will ensure that the Broward Sheriff's Office maintains the highest standards of professionalism and ensure that the law enforcement needs of the Town's residents are met.

Please contact me if you require additional information.

FOURTH ADDENDUM
TO
LAW ENFORCEMENT SERVICE AGREEMENT
BY AND BETWEEN
THE TOWN OF LAUDERDALE-BY-THE-SEA
AND
THE SHERIFF OF BROWARD COUNTY

THIS FOURTH ADDENDUM is made and entered into this _____ day of _____, 2009 by and between the Town of Lauderdale-By-The-Sea, 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 the Sheriff of Broward County, Florida (hereinafter referred to as "SHERIFF").

WITNESSETH:

WHEREAS, in March 2001, the TOWN contracted with the SHERIFF to provide law enforcement services to the TOWN; and

WHEREAS, on or about January 30, 2003, the parties entered into a First Addendum, which added one (1) Sergeant to the staffing structure; and

WHEREAS, the parties subsequently entered into a Second Addendum, which extended the term through September 30, 2011; and

WHEREAS, on or about September 9, 2008, the parties entered into a Third Addendum to recognize the deletion of one (1) Sergeant from the staffing structure as of December 1, 2007 and the removal of the attrition factor as of June 1, 2008; and

WHEREAS, the March 2001 agreement, First Addendum, Second Addendum and Third Addendum are hereinafter collectively referred to as the "Agreement"; and

WHEREAS, the parties are now desirous of amending the Agreement to recognize the SHERIFF's change from an eight (8) hour shift to a twelve (12) hour shift.

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 are incorporated herein.
2. Section 1.1.13 shall be amended in its entirety to read as follows:

Shift shall mean and include service provided on a twelve (12) hour basis (except supervisors may be assigned as needed). Unless revised by

mutual agreement of the parties, the commencement hour of any shift shall be determined and established from time to time by BSO.

3. Section 2.4 shall be amended in its entirety to read as follows:

Utilizing the staffing structure as provided in Section 2.2 above, BSO will provide the TOWN with a total of seven (7) Patrol Units during a twenty-four (24) hour period excluding supervisory personnel. The Lauderdale-By-The-Sea District Office reception area shall be open seven (7) days per week, fourteen (14) hours per day.

4. Except as herein amended, all other provisions of the Agreement shall remain in full force and effect.

(Intentionally Left Blank)

FOURTH ADDENDUM TO LAW ENFORCEMENT SERVICE AGREEMENT BY AND BETWEEN THE TOWN OF LAUDERDALE-BY-THE-SEA AND THE SHERIFF OF BROWARD COUNTY.

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

THE SHERIFF OF BROWARD COUNTY

Al Lamberti, Sheriff

Date: _____

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

By: _____
Judith Levine
General Counsel

Date: _____

ROSEANN MINNET, AS MAYOR OF THE TOWN OF LAUDERDALE-BY-THE-SEA

Roseann Minnet
Mayor

Date: _____

Esther Colon,
Town Manager

Date: _____

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

Town Attorney

Date: _____

Karen Gates

From: Karen Gates
Sent: Thursday, December 31, 2009 12:47 PM
To: 'Susan L. Trevarthen'
Subject: January 12, 2010 Agenda Item

Attachments: January 12, 2010 Agenda Item.pdf



January 12, 2010
Agenda Item.p...

Susan,

Please see the attached agenda item for your review.

Thank You

Nikki Smith
Deputy Clerk