

**Broward Sheriff's Office**  
2601 West Broward Boulevard  
Fort Lauderdale, FL 33312  
954-831-8900  
[www.sheriff.org](http://www.sheriff.org)



**Sheriff Scott Israel**

September 14, 2017

Norman Foster, Director  
Office of Management and Budget  
Broward County Governmental Center  
115 South Andrews Avenue, Room 404  
Fort Lauderdale, FL 33301

**Re: LETF Request for Appropriation**

Dear Mr. Foster:

Attached please find the electronic submission of the following requests for appropriation from the Law Enforcement Trust Fund:

**Subject:** Appropriation Request  
**User:** BSO – Pompano Beach Indoor Range  
**Amount:** \$657,255.00

Thank you for your prompt review and processing.

Sincerely,



Colonel Tom Harrington  
Department of Administration

TH:ag

cc: Sheriff Scott Israel  
General Counsel, Ron Gunzburger, Office of the General Counsel  
Director, Heather Mitchell, Bureau of Finance  
Comptroller, Catherine A. Moore, Bureau of Finance  
Staff Accountant, Erika Galvan, Bureau of Finance

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August 22, 2017

Board of County Commissioners  
Broward County Governmental Center  
115 South Andrews Avenue.  
Fort Lauderdale, FL 33301

Attn: Honorable Barbara Sharief, Mayor

**Re: Request for Appropriation – Law Enforcement Trust Fund (LETF)  
Pompano Beach Indoor Range**

Dear Mayor Sharief and Board Members:

Request is hereby made for the following described appropriation from the Law Enforcement Trust Fund (LETF).

- I. **AMOUNT REQUESTED:** \$657,255.00
- II. **LETF ACCOUNT**         State/Local         Federal/Justice  
       Federal/Treasury
- III. **AMOUNT & TYPE:** \$67,500.00 State/Local \$589,755.00 Federal/Justice
- IV. **USER:**                     BSO                     Other
- V. **STATUTORY PURPOSE:**
- |                                               |                                                                   |
|-----------------------------------------------|-------------------------------------------------------------------|
| <input type="checkbox"/> Crime prevention     | <input type="checkbox"/> Drug abuse education/prevention          |
| <input type="checkbox"/> Grant matching funds | <input checked="" type="checkbox"/> Other law enforcement purpose |
| <input type="checkbox"/> Safe neighborhood    | <input type="checkbox"/> School resource officer                  |

**VI. SUMMARY DESCRIPTION:**

The Broward Sheriff's Office is requesting LETF Funds to renovated, repair, and refurbish the Indoor Range at 100 SW 3<sup>rd</sup> Street, Pompano Beach. Once completed, the range will allow Broward Sheriff's Office Deputies from the Department of Law Enforcement and the Department of Detention to train with no restrictions on hours or weather conditions.

**VII. EXHIBITS ATTACHED:**      \_\_\_\_\_ Budget      X\_\_\_\_\_ Correspondence

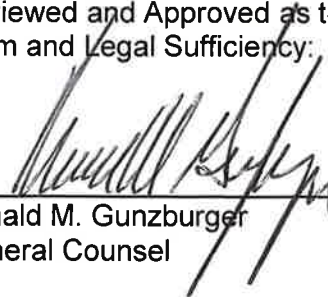
1. Correspondence from the Broward Sheriff's Office
2. LETF Request for Funding
3. Executed MOU
4. Cost Estimate

**VIII. CERTIFICATION:**

The undersigned hereby certifies that:

- a. These funds will not be used to meet normal operating expenses of the Broward Sheriff's Office; and
- b. This request complies with the provisions of Section 932.7055, Florida Statutes.

Reviewed and Approved as to  
Form and Legal Sufficiency:

  
\_\_\_\_\_  
96 Ronald M. Gunzburger  
General Counsel

  
\_\_\_\_\_  
Scott J. Israel  
Sheriff of Broward County



**Sheriff Scott Israel**

## **INTERNAL MEMO**

Date: Tuesday, August 22, 2017

To Heather Mitchell, Finance Director

From: Andrew Baker

Subject: LETF Request/Pompano range

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Funding from the Law Enforcement Trust Fund (LETF) is being requested to fund the renovation, repair and refurbishment of the indoor range located at 100 SW 3rd Street Pompano Beach, FL 33060. Once complete the range will allow BSO Law Enforcement Officers from both DLE and DOD to train with no restrictions on hours or weather conditions as is currently the case with the outdoor range at Markham Park.

BSO has engaged the services of WZA, an architectural and engineering firm to complete permitable drawings for a permitting and bid package to be bid on by responsible contracting firms. A single firm will be contracted with to complete the project including all construction and installation of a range targeting system. Based on WZA probable cost estimate the total ask for LETF funding is \$657,254.80.

- \$67,500 from state forfeiture funds for HVAC and Plumbing
- \$589,754.80 from Federal funds for all other construction work

The city of Pompano Beach and BSO have entered into an MOU that spells out the responsibilities of both BSO and Pompano for construction and continued operation of the range once complete. BSO expects that once authorized for funding the project will take approximately one year for completion.



**BROWARD COUNTY SHERIFF'S OFFICE  
LAW ENFORCEMENT TRUST FUND  
REQUEST FOR FUNDING**

DATE:

I. NAME OF ORGANIZATION:

CORPORATION  UNINCORPORATED ASSOCIATION

*IF A CORPORATION, ARE YOU A 501 (c) (3) COMPANY?*  YES  NO

II. TOTAL AMOUNT OF FUNDS REQUESTED: \$657,254.80

III. NAME OF PROGRAM TO BE FUNDED:

NEW  CONTINUING

*IF A CONTINUING PROGRAM, HOW MANY YEARS IN EXISTENCE?*

IV. BRIEF DESCRIPTION OF PROGRAM :Renovation of indoor range at Pompano district.

V. INTO WHICH CATEGORY DOES THE PROGRAM FIT?

CRIME PREVENTION \_\_\_\_\_ DRUG ABUSE PREVENTION/EDUCATION \_\_\_\_\_

SAFE NEIGHBORHOOD \_\_\_\_\_ OTHER LAW ENFORCEMENT PURPOSE

VI. BRIEF DESCRIPTION OF PROGRAM'S GOALS AND OBJECTIVES: Provide an operating 24hr indoor range facility for BSO.

DESCRIPTION OF HOW THIS PROGRAM CAN OR DOES PARTNER WITH BSO:  
Range will be used for training and qualifications for BSO Law Enforcement.

BRIEF DESCRIPTION OF OUTCOMES AND PERFORMANCES MEASURES TO BE USED TO GAUGE PROGRAM SUCCESS: Success is the range operating on a 24 hr basis for BSO.

VII. ADDITIONAL FUNDING SOURCES, IF ANY, FOR THE PROGRAM: N/A

SOURCE	AMOUNT	COMMITTED	PENDING
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

VIII. IF A CONTINUING PROGRAM, FUNDING SOURCES FOR THE IMMEDIATE PRIOR YEAR: N/A

SOURCE	AMOUNT
_____	_____
_____	_____
_____	_____

IX. FUNDING SOURCES FOR YOUR ORGANIZATION (NOT INCLUDING THE PROGRAM): N/A

SOURCE	AMOUNT	COMMITTED	PENDING
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

X. HAVE YOU EVER RECEIVED LAW ENFORCEMENT TRUST FUNDS THROUGH THE AUSPICES OF BSO PRIOR TO THIS REQUEST?

YES  NO

IF "YES", THE NAME OF EACH PROGRAM, THE AMOUNT FUNDED THROUGH BSO, AND THE YEAR OF FUNDING:

PROGRAM	AMOUNT	FISCAL YEAR
_____	_____	_____
_____	_____	_____

ATTACHED TO AND MADE A PART OF THIS REQUEST FOR FUNDING ARE THE FOLLOWING:

1. BUDGET FOR THE PROGRAM'S FIRST OR CURRENT FISCAL YEAR
2. STATEMENT DESCRIBING PROGRAM'S ANTICIPATED REVENUES
3. COPY OF THE CERTIFICATE OF INCORPORATION (if a corporation)
4. COPY OF INTERNAL REVENUE SERVICE CERTIFICATION  
(If a 501 (c) (3) corporation)
5. COPY OF BY-LAWS (corporation by-laws or unincorporated association by-laws)

**CERTIFICATION**

I HEREBY CERTIFY THAT, IF FUNDING IS APPROVED, THE MONIES WILL BE USED FOR AN AUTHORIZED PURPOSE AS REQUIRED BY SECTION 932-7055 (4) (c), FLORIDA STATUTES. BSO SHALL HAVE THE RIGHT, IN ITS SOLE DISCRETION, TO FURNISH THE SAME REPORT AS AN AGENCY OF THE COUNTY THAT RECEIVES FUNDS AND THAT THIS DOCUMENT WILL BECOME A PUBLIC RECORD ONCE RECEIVED BY BSO.

I UNDERSTAND THAT FILING THIS APPLICATION DOES NOT COMMIT BSO TO FUNDING. I FURTHER UNDERSTAND THAT IF AWARDED, BSO IS NOT PROMISING ANY FUTURE FUNDING AND THAT ANY FUTURE FUNDING IS CONTINGENT UPON A NEW APPLICATION AND AVAILABLE FUNDS.

Broward County Sheriff's Office (Organization Name)

By:  (Signature)

Title: Director

Organization Address: 2601 West Broward Blvd.

Ft. Lauderdale, Florida 33312

Telephone: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Name of Principal Contact Person for Follow-up Inquiries:

Andrew Baker, Director Planning, Development and Facilities



**Sheriff Scott Israel**

**DATE:** June 1, 2017 17M-094

**MEMO TO:** Colonel Jim Polan, DLE Patrol & Regional Support Services (via e-mail)  
Heather Mitchell, Director, Finance (via e-mail)  
Dafne Perez, Director, Office of Management & Budget (via e-mail)  
John Greene, Director, Risk Management Division (via e-mail)  
Neesa Warlen, Director, Purchasing Administration (via e-mail)

**FROM:** H. Lee Futch, Assistant General Counsel – Sworn *LF*  
Office of the General Counsel

**SUBJECT:** Executed Contract – City of Pompano Beach – DLE Services (15C-185)

Enclosed please find a copy of the agreement between the Broward Sheriff's Office and the following:

Agreement Summary

**Party:** City of Pompano Beach

**Purpose:** 2<sup>nd</sup> Amendment to refurbish the indoor pistol range at the Police Services Center to allow BSO Law Enforcement and Detention personnel access to the range in accordance with BSO policies and to amend Article 8 (see attached language).

**Consideration:** Unchanged

**Term:** Unchanged

LF/mb  
Enclosure

**cc:** Captain Jonathan Appel, Executive Director, Dept. of Administration (via e-mail)  
Major John Hale, Patrol Region Pompano (via e-mail)  
Director Andrew Baker, Planning, Dev. & Facilities Management (via e-mail)  
Irene Costa, Contracts Manager, Purchasing Administration (via e-mail)  
Erika Galvan, Staff Accountant, Finance (via e-mail)  
Marinda Essix, Administrative Assistant, Patrol & Regional Support Services (via e-mail)  
Andrea Guess, Administrative Assistant, Finance (via e-mail)  
Kathleen Hanks, Administrative Assistant, Office of Management & Budget (via e-mail)  
Maritza Beckford, Administrative Assistant, Purchasing Administration (via e-mail)



Orig 114

**ORDINANCE NO. 2017- 46**

**CITY OF POMPANO BEACH  
Broward County, Florida**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND THE SHERIFF OF BROWARD COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

**WHEREAS**, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

**BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a Second Amendment to the Agreement for Police Services between the City of Pompano Beach and the Sheriff of Broward County, Florida, a copy of which Amendment is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Amendment.

**SECTION 3.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 4.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this 25th day of April, 2017.

**PASSED SECOND READING** this 9th day of May, 2017.

  
\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

  
\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

/jrm  
4/4/17  
l:ord/2017-189

05.14

**SECOND AMENDMENT**

**TO**

**AGREEMENT**

**FOR**

**POLICE SERVICES**

This Second Amendment is entered into this 12<sup>th</sup> day of May, 2017 by and between the Broward Sheriff's Office (hereinafter referred to as "BSO") and the City of Pompano Beach, FL (hereinafter referred to as the "CITY").

**WHEREAS**, on or about November 30, 2015, BSO and the CITY entered into an Agreement for Police Services; and

**WHEREAS**, on or about November 2, 2016, BSO and the CITY entered into a First Amendment to reclassify positions; and

**WHEREAS**, CITY and BSO are now desirous of memorializing their agreement for BSO to refurbish the indoor pistol range at the Police Services Center to allow BSO Law Enforcement and Detention personnel access to the range in accordance with BSO policies; and

**NOW, THEREFORE**, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. The foregoing recitations are true and correct and are incorporated by reference.
2. Article 8 of the Agreement is amended as follows:

**FACILITIES**

The CITY shall provide BSO with a Police Services Center.

The Police Services Center and any other facilities owned by the CITY and used by BSO on a permanent basis are hereinafter collectively referred to as the "Facilities". BSO shall occupy the Facilities and use the furnishings and equipment contained in the Facilities in connection with performing the Police Services within the District, at no additional cost to BSO.

The CITY shall be responsible for major repairs of the Facilities and property (i.e., to include HVAC systems, electrical systems, roof systems and storm

damage to the facility and property). BSO shall be responsible for daily janitorial services and shall maintain the Facilities in a clean condition, free from debris, normal use excepted. BSO further agrees not to destroy, deface, damage, impair, or remove any part of the Facilities. In the event BSO, its employees, agents, or invitees destroy, deface, damage, impair, or remove any part of the CITY's Facilities, BSO shall be responsible for repairing or replacing such property.

Except as provided in the preceding paragraph, maintenance and repair services for the Facilities shall be supplied by the CITY. CITY agrees to keep the Facilities in good structural repair. CITY shall maintain and keep in good repair the roof, lighting, walls, foundations, sidewalks, ceilings, doors, windows, sprinkler and hot water systems, heating systems, air conditioning systems, plumbing, wiring, electrical fixtures and all other structural components. CITY further agrees to maintain in good repair the parking area and all common areas. CITY shall also make any repairs necessitated by water seepage or by other causes not under BSO's control. CITY shall also make all repairs or changes which may be necessary to make the premises and the use herein contemplated comply with applicable laws, ordinances, orders or regulations of any federal, state, county or municipal authority now or hereafter in effect unless specifically exempted therefrom.. In the event of termination of this Agreement, BSO shall surrender the facilities in broom swept condition, normal wear and tear excepted.

BSO will refurbish the indoor shooting range located at the Police Services Center. The existing HVAC system in the range will be replaced and a new targeting system and related equipment will be installed at BSO's expense. BSO will be responsible for overseeing the construction and installation process and agrees to indemnify CITY for any accidents and injuries that occur during the construction phase unless the injury resulted from the negligence of CITY employees. Once the range is completed, BSO shall maintain the range equipment and CITY shall maintain the structural components. The unamortized costs of the project will be determined based upon an eight (8) year amortization schedule at a discount rate of 11.25% based upon the costs incurred by BSO in refurbishing the range. Should the Police Services Agreement be terminated within the eight year period, CITY agrees to pay BSO the outstanding balance. Should CITY not pay the outstanding balance at the time of any termination, BSO reserves the right to remove the targeting system and related equipment.

BSO shall pay for all utility costs including, but not limited to, voice and data hardware, software, and connectivity, electric, sewer and water for the Police Services Center.

BSO's personnel shall not conduct personal business at the Facilities. BSO's personnel shall only park personal vehicles required to commute to and from work in designated parking areas. The Facilities shall only be utilized for appropriate police services within the City, unless otherwise mutually agreed upon by BSO and the City Manager. BSO shall not use the Facilities to service any other contracts, clients or obligations of BSO, except as otherwise provided in

appropriate police services within the City, unless otherwise mutually agreed upon by BSO and the City Manager. BSO shall not use the Facilities to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement. The CITY and BSO shall not permit the Facilities or the vehicles provided by the CITY to be utilized for political or campaign purposes by candidates running for public or private office or ballot initiatives.

BSO shall not permit unaccompanied minors in the Facilities.

The CITY shall provide BSO with adequate parking spaces within reasonable proximity to the Police Services Center so as not to hinder BSO's ability to perform its obligations set forth herein.

3. Except as modified herein, all remaining items and conditions of the Agreement, shall remain in full force and effect.

**THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY**

IN WITNESS WHEREOF, each of the parties hereto executes this Second Amendment through its duly authorized representatives as set forth below.

**BROWARD SHERIFF'S OFFICE**

  
SCOTT J. ISRAEL, SHERIFF

Date: 3.20.17

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

By:   
for RONALD M. GUNZBURGER, GENERAL COUNSEL

Date: 3/14/17

LF

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

Betty J. Manua

By: [Signature]  
LAMAR FISHER, MAYOR

Shelly R. Boultonews

By: [Signature]  
GREGORY P. HARRISON, CITY MANAGER

Attest:

[Signature]

ASCELETA HAMMOND  
CITY CLERK

(SEAL)

Approved As To Form:

[Signature]  
MARK E. BERMAN  
CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this 12<sup>th</sup> day of May, 2017 by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA  
Krystal Aaron  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



**Broward Sheriff's Office - Pompano Gun Range**  
**Probable Cost Estimates**

8/8/2017

Item	Description	Qty.	Unit	Unit Cost		Cost
1	Demolition					
	Partition, cabinets, glazings & target stalls	720	SF	\$2.00	SF	\$1,440.00
	Doors/Frames	3	EA	\$225.00	Door	\$675.00
	VCT removal	880	SF	\$1.00	SF	\$880.00
	Acoustic wall panel and ledge removal	672	SF	\$1.00	SF	\$672.00
	Ceiling, baffles, target system, light fixtures	2,800	SF	\$1.00	SF	\$2,800.00
	Remove portion of block wall, structurally reinforce	24	SF	\$50.00	SF	\$1,200.00
	HVAC roof top unit & ductwork			Lumpsum		\$10,000.00
2	Partitions/Walls					
	Sound Attenuated	528	SF	\$14.00	SF	\$7,392.00
	Patch existing drywall	460	SF	\$2.00	SF	\$920.00
	Patch concrete walls in range	350	SF	\$2.00	SF	\$700.00
3	Flooring					
	Polish Concrete, grind smooth	2,800	SF	\$4.00	LF	\$11,200.00
	Vinyl Base	160	LF	\$3.00	LF	\$480.00
4	Ceiling (grid and tiles)					
	range staging, office, closet, work area	725	SF	\$6.00	SF	\$4,350.00
5	Glazing					
	Standard interior windows	110	SF	\$15.00	SF	\$1,650.00
6	Doors (hollow metal)					
	Single	4	EA	\$600.00	Door & Frame	\$2,400.00
	Hardware	4	Set	\$450.00	Set	\$1,800.00
	Door Finishes (Paint)	4	EA	\$150.00	Door & Frame	\$600.00
7	Painting/Caulking					
	Office walls, range floor striping	1,900	SF	\$2.00	SF	\$3,800.00
8	Millwork					
	Base Cabinets	25	LF	\$300.00	LF	\$7,500.00
	Wall Cabinets	17	LF	\$130.00	LF	\$2,210.00
	Counter Top - Stainless Steel	55	SF	\$250.00	SF	\$13,750.00
9	Range Equipment					
	Bullet trap, target system, ceiling baffles, wall panels			Lumpsum		\$350,000.00
10	HVAC					
	Target range ventillation			Lumpsum		\$65,000.00
11	Electrical					
	Range lighting	76	EA	\$170.00	Fixture	\$12,920.00
	Office/staging lighting	7	EA	\$220.00	Fixture	\$1,540.00
	Speakers/intercom			Lumpsum		\$4,500.00
	Receptacles/conduit & panel connections			Lumpsum		\$3,000.00
	Data/Cable run for office			Lumpsum		\$1,000.00
12	Life Safety					
	Sprinklers (shutdown, reconfigure, new heads)			Lumpsum		\$10,000.00
13	Plumbing					
	Relocate hose bib	1	EA	\$800.00	Fixture	\$800.00
	Relocate rain water leader			Lumpsum		\$800.00
	Replace Sink/faucet	1	EA	\$900.00	Set	\$900.00

Subtotal	\$526,879.00
General Conditions (10%)	\$52,687.90
Overhead and Profit (10%)	\$52,687.90

Area of Work : 2,865 SF

<b>TOTAL</b>	<b>\$632,254.80</b>
Owner's Contingency	\$25,000.00

Note: