

**RESOLUTION NO. 2003-30**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A \$70,000.00 AGREEMENT WITH WOLF TECH INC. FOR CODE COMPLIANCE SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAME; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town has provided funding for code compliance services within the Town; and

**WHEREAS**, code compliance in the Town is required pursuant to Chapter 162, Florida Statutes, and is essential for continuing our commitment to "Preserving Our Rural Lifestyle;" and

**WHEREAS**, on January 13, 2003, the Town Administrator received Requests For Proposals (RFP) for code compliance services from three (3) firms; and

**WHEREAS**, the Town Administrator analyzed the proposals and recommended that an agreement be approved with Wolf Tech, Inc.; and

**WHEREAS**, on January 16, 2003, the Town Council approved the Town Administrator's recommendation and authorized the Town Attorney to negotiate and bring back for Council approval an agreement between the Town of Southwest Ranches and Wolf Tech, Inc.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Southwest Ranches, Florida:

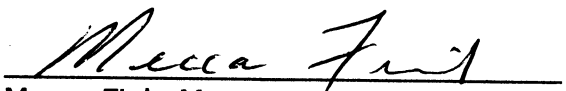
**Section 1:** The above referenced recitals are true and correct and are incorporated herein by reference.

**Section 2:** The Town Council hereby approves an agreement between Southwest Ranches and Wolf Tech, Inc., for code compliance services in the Town, for \$70,000.00, annually.

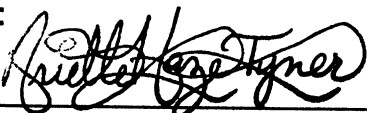
**Section 3:** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate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

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

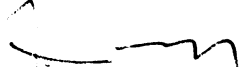
**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 13th day of February 2003.

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

Attest:

  
\_\_\_\_\_  
Arielle Haze Tyner, Town Clerk

Approved as to Form and Correctness:

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

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**AGREEMENT**

**BETWEEN**

**Wolf Tech, Inc.**

**and**

**TOWN OF SOUTHWEST RANCHES**

**Providing for**

**CODE COMPLIANCE SERVICES**

AGREEMENT

BETWEEN

Wolf Tech, Inc.

and

TOWN OF SOUTHWEST RANCHES

Providing for

CODE COMPLIANCE SERVICES

This Agreement is made by and between Wolf Tech, Inc., a Florida corporation (hereinafter referred to as "WOLF TECH"), and the TOWN OF SOUTHWEST RANCHES, a municipal corporation of the State of Florida (hereinafter referred to as "TOWN").

WHEREAS, on January 13, 2003, the Town Administrator received three responses to a Request for Proposals for code compliance services; and

WHEREAS, after reviewing the proposals, the Town Administrator recommended that the TOWN enter into an agreement with WOLF TECH to provide for the TOWN'S code enforcement requirements pursuant to Chapter 162 Florida Statutes; and

WHEREAS, at a meeting held on January 16, 2003, the Town Council approved in concept awarding the code services contract to WOLF TECH, subject to the Town Council's approval of this Agreement; and

WHEREAS, WOLF TECH and TOWN desire to enter into an Agreement for the provision of Code Compliance Services by WOLF TECH under the terms and conditions set forth hereinafter;

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, WOLF TECH and TOWN do hereby agree as follows:

ARTICLE I  
BACKGROUND, PURPOSE AND INTENT

- 1.1 The above recitals are true and correct and incorporated herein as if set forth in full hereunder.

- 1.2 It is the purpose and intent of this Agreement for WOLF TECH to provide code compliance services for the TOWN in conformity with Chapter 162 Florida Statutes and in furtherance of the TOWN'S commitment to preserve the rural lifestyle.
- 1.3 The TOWN and WOLF TECH find that the method of delivery of Code Compliance Services set forth in this Agreement is in the best interest of the public and can be best accomplished through coordination of the provisions of such services as set forth herein.

ARTICLE 2  
SCOPE OF SERVICES

- 2.1 WOLF TECH agrees to provide Code Compliance Services pursuant to Exhibit "A" attached.
- 2.2 TOWN hereby appoints WOLF TECH as the Code Compliance Official for the TOWN and authorizes the Official to perform the required duties, as requested by the TOWN pursuant to Schedule "A" attached hereto and made a part thereof.
- 2.3 WOLF TECH'S staff shall be available upon request for staff support services at meetings of the Town Council or its boards.

ARTICLE 3  
TERM OF AGREEMENT

- 3.1 This Agreement shall become effective on March 1, 2003 (the Effective Date), and shall continue in full force and effect for thirty six (36) months, with extensions to be approved by the Town and WOLF TECH, unless earlier terminated in accordance with paragraph 3.2 hereof.
- 3.2 Notwithstanding any other provision of this Agreement, this Agreement may be terminated by either party for convenience upon providing the other party sixty (60) days written notice as provided for herein.
- 3.3 In the event of termination or expiration of this Agreement, WOLF TECH and TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from WOLF TECH to such other person or entity designated by the TOWN, who will assume Code Compliance Services, including the transfers to the TOWN of all files and records in possession of WOLF TECH which relate to the TOWN'S Code Compliance Services.

ARTICLE 4  
COMPENSATION

- 4.1 WOLF TECH shall provide Code Compliance Services, as described in Exhibit "A", to the TOWN for an Annual Fee of Seventy Thousand Dollars (\$70,000), which shall be paid in monthly installments of Five Thousand Eight Hundred Thirty Three Dollars and Thirty Four Cents (\$5,833.34) by the fifteenth day of each month. In the event of early termination, the obligation hereunder shall be prorated.
- 4.2 TOWN and WOLF TECH agree that the Annual Fee will increase by five percent (5%) annually on the annual Effective Date.
- 4.3 TOWN and WOLF TECH agree that the cost of miscellaneous supplies associated with the operational and procedural requirements of performing Code Compliance functions for the TOWN shall be included in the Annual Fee and shall not be billed separately to the TOWN. Such items include, but are not limited to, code compliance vehicle, uniforms, office supplies, computer equipment, doorknob notices, violation stickers, photocopies and informational handouts.
- 4.4 TOWN agrees to provide WOLF TECH Town business cards and Code Compliance badge(s) and , as needed, an office phone (local calls), specific phone line, office space, office desk, code compliance related postage and use of office equipment as available.
- 4.5 TOWN agrees that WOLF TECH will be encouraged to provide input into the drafting of revised codes related to code compliance activities.
- 4.6 TOWN and WOLF TECH agree that request for services to be provided beyond the scope of this agreement may be provided based upon agreed upon negotiation by both parties.

ARTICLE 5  
LIABILITY

- 5.1 To the extent permitted by law, TOWN shall defend, save harmless and indemnify WOLF TECH against any tort, professional liability claim or demand or any and all other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in this Agreement. The TOWN will litigate, compromise or settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The TOWN, or its insurance carrier,

will provide legal representation for WOLF TECH, acceptable to WOLF TECH, for any and all claims, proceedings or lawsuits, whether groundless or otherwise, related to or arising out of WOLF TECH affiliation with the TOWN. This indemnification provision shall survive the termination of this Agreement. Notwithstanding the aforesaid, TOWN shall not be obligated to indemnify or save harmless WOLF TECH from claims of any nature arising out of the malfeasance of WOLF TECH, agents or employees, or from injury or property damage caused by the misconduct of WOLF TECH, its agents or employees. WOLF TECH shall indemnify and save harmless the TOWN from claims of any nature arising out of unlawful or actionable employment and labor practices including, but not limited to, claims under the Florida and Federal Civil Rights Act, Age Discrimination Employment Act, Americans With Disability Act, Federal Wage and Hours Laws and the State and Federal Fair Housing Acts. The foresaid indemnification only applies to the extent that the costs, expenses or damages exceed monies covered by insurance.

- 5.2 WOLF TECH shall provide Workers' Compensation for all employees in compliance with the Worker's Compensation laws of the State of Florida.
- 5.3 WOLF TECH shall provide Comprehensive General Liability Insurance with minimum limit of One Half Million Dollars (\$500,000) per occurrence.
- 5.4 WOLF TECH shall provide Automobile Liability Insurance with minimum limit of at least \$100,000/\$300,000 per occurrence.
- 5.5 WOLF TECH shall provide to TOWN a certificate of Insurance or a copy of required insurance policies as required by Section 5 of this Agreement. All certificates and endorsements required herein shall state the TOWN shall be given thirty (30) days notice prior to expiration or cancellation of said policy.

#### ARTICLE 6 MISCELLANEOUS

- 6.1 Joint Preparation: The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 6.2 Merger: This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters

contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Agreement.

- 6.3 Assignment: The respective obligations of the parties set forth herein shall not be assigned, or subcontracted in whole or in part, without the written consent of the other party.
- 6.4 Records and audit: TOWN and WOLF TECH shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes. Each party shall have the right to audit the records, and accounts of the other that are related to this Agreement. In addition, each party shall keep such records and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Each party shall preserve and make available, at reasonable times for examination and audit by the other, records, supporting documents, statistical records, and any other documents pertinent to this Agreement. If an audit has been initiated and audit findings have not been resolved, the records, and accounts shall be retained until resolution of the audit findings. No confidentiality or non-disclosure requirement of either federal or state law shall be violated by either party.
- 6.5 Contract Administrators: The Contract Administrators for this Agreement are WOLF TECH'S President, Christine Lupo, and TOWN'S Town Administrator or designee for TOWN, in the implementation of the terms and conditions of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the respective Contract Administrators.
- 6.6 Governing Law and Venue: This Agreement shall be governed, construed and controlled according to the laws of the State of Florida without regard to the conflict of laws provisions. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 6.7 Severability: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TOWN or WOLF TECH elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) calendar days after the court determination becomes final. For



the purposes of this section, "final" shall mean the expiration of time within which to file an appeal or the conclusion of any appellate proceeding and the granting of an order. In such an event, TOWN and WOLF TECH agree to cooperate fully with the other to effectuate a smooth transition of services.

- 6.8 Notices: Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt or by an overnight express delivery service addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery.

FOR WOLF TECH:  
Christine Lupo  
President  
17601 S.W. 59<sup>th</sup> Court  
Southwest Ranches, FL 33331

FOR TOWN:  
John Canada  
Town Administrator  
6589 S.W. 160<sup>th</sup> Avenue  
Southwest Ranches, FL 33331

- 6.9 Nondiscrimination: TOWN'S decision regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

TOWN and WOLF TECH shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code), in performing any services pursuant to this Agreement.

- 6.10 Third Party Beneficiaries: Neither TOWN nor WOLF TECH intend that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

- 6.11 Performance: WOLF TECH represents that all persons performing the services required under this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently

perform the duties, obligations, and services set forth herein in a skillful and respectable manner.

- 6.12 Materiality and Waiver of Breach: WOLF TECH and TOWN agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- 6.14 Compliance with Laws: The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

- 6.15 Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any Exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 6 of this Agreement shall prevail and be given effect.

- 6.16 Amendments: Except as expressly authorized in this Agreement, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by WOLF TECH and TOWN.

- 6.17 Conflicts: Neither party nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise of judgment related to its performance under this Agreement.

The parties agree that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against the other in any legal or administrative proceeding related to performance under this Agreement in which he or she is not a party, unless compelled by court process. Further, the parties agree that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the other party or in connection with any such pending or threatened legal or administrative proceeding related to the performance under this Agreement. The limitations of this section shall not

preclude either party or any other persons from representing themselves in any action or in any administrative or legal proceeding related to the performance under this Agreement.

6.18 Independent Contractor: WOLF TECH is an independent contractor under this Agreement. Services provided by the WOLF TECH shall be by employees, agents or approved subcontractors of WOLF TECH and subject to supervision by WOLF TECH. In providing such services, the TOWN'S officers, employees, agents or approved subcontractors shall not act as officers, employees, or agents of the WOLF TECH. This Agreement shall not constitute or make the parties a partnership or joint venture. Personnel policy, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, purchasing policies and any other similar administrative procedures applicable to services rendered under this Agreement shall be those of the respective party.

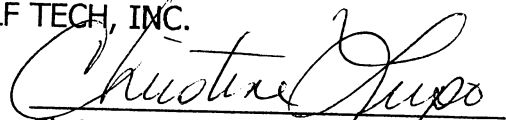
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: WOLF TECH, INC., signing by and through its President, authorized to execute same, and Town Council, signing by and through its Mayor, authorized to execute same action on the 13<sup>th</sup> day of February, 2003, and TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 13<sup>th</sup> day of February, 2003.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

WOLF TECH, INC.

By:

  
Christine Lupo, President

10 day of April, 2003

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

TOWN OF SOUTHWEST RANCHES

By: Mecca Fink  
Mecca Fink, Mayor

10 day of April, 2002

By: John Canada  
John Canada, Town Administrator

ATTEST:

Arielle Haze Tyner  
Arielle Haze Tyner, Town Clerk

APPROVED AS TO FORM:

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

(CORPORATE SEAL)

## EXHIBIT "A"

### CODE COMPLIANCE SERVICES

Code Compliance Services shall be provided based upon conformance with the standard procedural requirements presently employed and in conformity with Chapter 162, Florida Statutes. Services are to be provided based upon response to input from residents or officials of the TOWN. Such services shall consist of, but not be limited by, the following:

- WOLF TECH shall intake and process all code violation complaints from residents or officials of the TOWN. This service will be provided in a timely manner during regularly scheduled days.
- WOLF TECH shall provide intake reports which shall be specifically and clearly logged. All building code complaints shall be routed by WOLF TECH to the TOWN'S service provider for Building Code Services.
- WOLF TECH shall provide the Town Administrator with a progress report on reported complaints at a frequency agreed to by the Town Administrator and WOLF TECH.
- WOLF TECH shall conduct a field inspection to follow up on code violation complaints no later than three (3) business days following the receipt of and registered complaint.
- WOLF TECH shall provide Code Compliance Services for up to twenty (20) hours of service per week. If the Code Compliance Related Services exceed twenty (20) hours per week, additional compensation will apply, at a rate proportionate to the monthly contracted fee.
- WOLF TECH shall be responsive to specific complaints and shall provide for the issuance of violation notices or door hangers as necessary. Field inspections shall include a site visit, interview of the interested parties (when possible), clear documentation of the violation, including photographs or otherwise, and issuance of the violation when necessary.
- WOLF TECH shall make every effort to work with the resident to resolve the code violation prior to the Special Master Hearing.
- WOLF TECH shall as necessary communicate with the Town Attorney and the Town Administrator regarding the prosecution of code compliance matters.

- WOLF TECH shall, at a minimum, post notice on all properties containing code violations, and shall provide code violation notices via certified mail return receipt requested, pursuant to the requirements of Chapter 162, Florida Statutes.
- WOLF TECH shall prepare code hearing agendas, and shall have additional copies of the agenda available for the public. WOLF TECH shall work with the Town Attorney, as necessary, to insure that each agenda is in conformity with state law. All code hearing agendas shall be posted monthly in the Town Hall.
- WOLF TECH shall provide the TOWN'S Special Master with copies of necessary materials and documentation to properly review each code violation at least seven (7) business days prior to the scheduled Special Master hearing date.
- WOLF TECH shall be available monthly to testify and to provide evidence at Special Master hearings.
- WOLF TECH shall review Special Master Orders to ensure that they conform with the Special Master's determination.
- WOLF TECH shall prepare mail for Orders to the owner of the property for which a determination has been made in compliance with Chapter 162, Florida Statutes.
- When necessary, WOLF TECH shall work with the Town Attorney to file liens or imposition of other agreed upon sanctions for non-compliance.
- WOLF TECH shall respond to all requests by title companies, or others, seeking to determine if TOWN liens exist on specified properties.
- WOLF TECH shall ensure that its employees maintain necessary certifications, licenses, and shall obtain additional training, as necessary.
- WOLF TECH shall provide additional code compliance services as agreed to by the TOWN and WOLF TECH.

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