

RESOLUTION NO. 2006 – 058

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA AMENDING RESOLUTION NO. 2006-51 RELATING TO THE SELECTION OF CSI CODE SERVICES, INC. FOR CODE COMPLIANCE AND ENFORCEMENT SERVICE BY AUTHORIZING THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH CSI CODE SERVICES, INC., FOR AN AMOUNT NOT TO EXCEED \$130,000.00 ANNUALLY AND PROVIDING THAT CSI CODE SERVICES, INC. MUST WORK A MINIMUM OF FORTY HOURS PER WEEK WITH NO MAXIMUM HOURLY CAP FOR ITS SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 18, 2006, the Town, in compliance with the Town's procurement procedures, published a Request for Proposal ("RFP") seeking Code Compliance and Enforcement Services; and

WHEREAS, on March 15, 2006, at 3:00 PM, the Town opened the three (3) responses that it received from CSI Code Services, Inc., D & S Hamer, Inc., and CSA Group; and

WHEREAS, the Town's Selection and Negotiation Committee has concluded that the highest ranked bidder is CSI Code Services, Inc.; and

WHEREAS, the Town is desirous of entering into an agreement with CSI Code Services Inc., for Code Compliance and Enforcement Services; and

WHEREAS, on March 29, 2006, pursuant to Resolution No. 2006-51 the Town Council approved an Agreement with CSI Code Services, Inc., subject to a final contract amount not to exceed \$115,000.00; and

WHEREAS, the Town Administrator has met with CSI Code Enforcement Services, Inc., and CSI Code Enforcement, Inc., has agreed to an initial contract price of \$130,000.00 annually and has agreed that it must work a minimum of forty hours per week, with no maximum hourly cap for its services; and

WHEREAS, the Town Council is desirous of entering into an Agreement with CSI Code Enforcement Services, Inc., pursuant to these modified terms;

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 amends Resolution No. 2006-51 and approves the Agreement, attached hereto as Exhibit "A", between the Town of Southwest Ranches and CSI Code Services, Inc., for Code Compliance and Enforcement Services in an initial amount of One Hundred and Thirty Thousand Dollars (\$130,000.00) per year providing that CSI Code Services, Inc., shall work a minimum of forty hours per week with no maximum hourly cap for its services.

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 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 6th day of April, 2006, on a motion by Council Member Aster Knight and seconded by Council Member Forest Blanton.

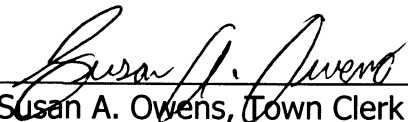
Fink	<u>Y</u>	Ayes	<u>4</u>
Maines	<u>N</u>	Nays	<u>1</u>
Blanton	<u>Y</u>	Absent	<u>0</u>
Knight	<u>Y</u>	Abstaining	<u>0</u>
Nelson	<u>Y</u>		

[Signatures on Following Page]



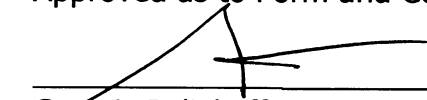
Mecca Fink, Mayor

ATTEST:



Susan A. Owens, Town Clerk

Approved as to Form and Correctness:



Gary A. Poliakoff, J.D., Town Attorney
FTL_DB: 974626_1

AGREEMENT

BETWEEN

CODE SERVICES, INC.

And

TOWN OF SOUTHWEST RANCHES

Providing for

CODE COMPLIANCE SERVICES

This Agreement is made by and between ~~CSI~~ Code Services, Inc., a Florida corporation (hereinafter referred to as "CSI"), and the TOWN OF SOUTHWEST RANCHES, a municipal corporation of the State of Florida (hereinafter referred to as "TOWN").

WHEREAS, code compliance services is required pursuant to Chapter 162, Florida Statutes, and is essential for maintaining the general characteristics of the Town; and

WHEREAS, the Town has budgeted funding to provide full time Code Enforcement Services; and

WHEREAS, on February 2, 2006 the Town terminated its relationship with its current code compliance service provider; and

WHEREAS, on February 18, 2006, in furtherance of the Town's Procurement Code, the Town published a request for proposals seeking qualified vendors for the Town's Code Enforcement Services; and

WHEREAS, on March 15, 2006 the Town opened three responses to its request for proposals; and

WHEREAS, on March 22, 2006, the Town's Selection and Negotiation Committee concluded that CSI is the highest ranked vendor; and

WHEREAS, on March 29, 2006, pursuant to Resolution No. 2006-51 the Town Council approved an agreement with Code Services, Inc., subject to the final contract amount; and

WHEREAS, on April 6, 2006, the Town Council authorized the Mayor, Town Administrator, and Town Attorney to enter into an Agreement with CSI to provide Code Enforcement Services to the Town; and

WHEREAS, CSI and the TOWN desire to enter into an Agreement for the provision of Code Compliance Services by CSI 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, CSI 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 CSI 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 its rural lifestyle.
- 1.3 The TOWN and CSI 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 CSI agrees to provide Code Compliance Services pursuant to Exhibit "A" attached (hereinafter referred to as "Scope of Services", "Services", or "Work").
- 2.2 TOWN hereby appoints CSI 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 CSI agrees to provide code enforcement service to the TOWN for a minimum total of forty (40) hours per week, with most of the work being performed by a chief code enforcement officer. The code enforcement officers must be trained in code enforcement with a minimum Level 3 certification by the Florida Association of Code Enforcement and the chief code enforcement officer must have a minimum of ten years experience. The Level 3 certification must be kept

up to date and a copy shall remain on file with the Town. In order to maintain certification and continuing education units, TOWN shall allow the chief code enforcement officer the ability to attend the annual Florida Association of Code Enforcement conference held each year, the third week of June. CSI agrees to monitor the Town and to make resources available, if necessary, during this period.

- 2.4 As it relates to this Agreement, CSI designates Stan Morris as its chief code enforcement officer. CSI may not remove Mr. Morris as the TOWN'S chief code enforcement officer without the consent of the Town Council.
- 2.5 CSI shall also designate a code enforcement clerk. The code enforcement clerk shall be a notary and shall maintain and manage all code enforcement files during the code enforcement proceedings. The code enforcement clerk shall be available to swear in all witnesses during the code enforcement proceedings.
- 2.6 CSI'S staff shall be available upon request for staff support services at meetings of the Town Council or its boards.
- 2.7 CSI shall maintain daily office hours within Town Hall. Unless extended, reduced, or modified in writing by the Town Administrator, the office hours shall be between 9:00 a.m. to 11:00 a.m. Monday through Thursday.

ARTICLE 3 TERM OF AGREEMENT

- 3.1 This Agreement shall become effective on April 24 2006 (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 CSI, unless earlier terminated in accordance with paragraph 3.2 hereof.
- 3.2 Notwithstanding any other provision of this Agreement, this Agreement is terminable at will by either party, with or without cause. Notice of termination shall be provided in accordance with the "NOTICE" section of this Agreement. Either party may terminate this Agreement upon providing ninety (90) days written notice. In the event that this Agreement is terminated, CSI shall solely be paid for any Work performed up to the date of termination and CSI shall not be entitled to any additional compensation, of any kind or in any amount, from TOWN as a result of being terminated. CSI specifically waives any and all rights to seek any additional sums or damages from TOWN due to being terminated other than CSI'S sole right to be paid for any Work performed up to the date this Agreement is terminated. Upon termination, CSI shall immediately refrain from performing further Work for the TOWN or incurring additional expenses.

- 3.3 In the event of termination or expiration of this Agreement, CSI and TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from CSI 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 CSI which relate to the TOWN'S Code Compliance Services.

ARTICLE 4 COMPENSATION

- 4.1 CSI shall provide Code Compliance Services, as described in Exhibit "A", to the TOWN for an Annual Fee of One Hundred and Thirty Thousand Dollars (\$130,000), which shall be paid in monthly installments of Ten Thousand Eight Hundred and Thirty Three Dollars and Thirty Three Cents (\$10,833.33).
- 4.2 CSI shall submit an invoice for its work performed by the tenth day of each month. TOWN and CSI agree that payment will be provided within ten (10) business days of the Town Administrator's receipt and approval of an invoice in acceptable form and the monthly performance report.
- 4.3 Any monies which are the subject of a dispute regarding this Agreement and which are not paid when claimed to be due, shall not be subject to interest.
- 4.4 TOWN and CSI agree that the Annual Fee will increase by five percent (5%) annually on the annual Effective Date.
- 4.5 TOWN and CSI 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(s), uniforms, office supplies, computer equipment, doorknob notices, ticket books, and violation stickers.
- 4.6 TOWN agrees to provide CSI, with identification cards, business cards and Code Compliance badge(s) and, as needed, office space, an office phone for local telephone calls, a dedicated phone line, office desk, and use of office equipment, postage, copies, informational handouts, and any long distance phone calls concerning code enforcement investigations or notifications.
- 4.7 TOWN and CSI agrees that CSI, if requested, will participate in drafting codes relating to code compliance activities.

ARTICLE 5
INDEMNIFICATION, LIABILITY & INSURANCE

- 5.1 To the fullest extent permitted by law CSI shall indemnify, and hold harmless the TOWN and the TOWN'S officers and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and costs at all tribunal levels, including but not limited to, the trial level and all appeals, to the extent caused by the malfeasance, negligence, recklessness, or wrongful misconduct of CSI and persons employed or utilized by CSI in the performance of the Work pursuant to this Agreement. TOWN and CSI agree that 1% of the compensation due to CSI from TOWN pursuant to this Agreement is offered and accepted as sufficient separate consideration for CSI'S agreement to indemnify TOWN and TOWN'S officers and employees as provided for in this paragraph. This specific consideration for CSI'S agreement to indemnify is already incorporated in the rate agreed to between TOWN and CSI. CSI agrees to be fully responsible for acts and omissions of their respective agents or employees. Nothing herein is intended to serve as a waiver of sovereign immunity by the TOWN to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter, whether arising out of this Agreement or any other contract. Notwithstanding the aforesaid and to the extent permitted by law, should a cause arise out of the performance of code compliance services as to the normal course of business and provided to the extent that such cause was not brought about by the malfeasance, negligence, recklessness, or wrongful misconduct of CSI and persons employed or utilized by CSI in the performance of the Work pursuant to this Agreement, TOWN shall defend, save harmless and indemnify CSI.
- 5.2 Without limiting any of the other obligations or liabilities of CSI, CSI shall provide, pay for, and maintain in force all insurance specified herein. The TOWN shall be named as an additional insured of all the insurance policies to be acquired by CSI for the Work provided by CSI pursuant to this Agreement and shall also be identified as the certificate holder on all certificates of insurance. The insurance required by this Agreement shall be written by a company licensed in Florida and the company must reasonably be acceptable to the TOWN. The insurance required by this Section shall also cover all Work performed by CSI'S employees, independent contractors, subcontractors and/or subconsultants pursuant to this Agreement. This insurance shall be primary and other insurance

of the TOWN shall not be contributory. The insurance coverages to be acquired and maintained by CSI are as follows:

- 5.3 Workers' Compensation Insurance, if required, to apply to employees in compliance with the "Worker's Compensation Law" of the State of Florida; and
- 5.4 Comprehensive General Liability Insurance: CSI to provide comprehensive general liability insurance with minimum limit of coverage of Five Hundred Thousand (\$500,000) Dollars per occurrence. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include coverage for:
 - (a) Premises and/or Operations;
 - (b) Independent Contractors;
 - (c) Broad Form Property;
 - (d) Contractual;
 - (e) Personal injury; and
 - (f) Products/Completed.
- 5.5 Automobile Liability Insurance, CSI to provide automobile liability insurance to cover any auto with a limit of coverage of at least Three Hundred Thousand (\$300,000) Dollars per occurrence.
- 5.6 CSI shall provide to TOWN a certificate of Insurance and a copy of required insurance policies as required by this Section. All certificates and endorsements required herein shall state that TOWN shall be given thirty (30) days notice prior to expiration or cancellation of said policy.
- 5.7 If the initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished at least thirty (30) days prior to the date of their expiration.

ARTICLE 6
RELATIONSHIP

- 6.1 CSI shall perform all of the Work enumerated in this Agreement solely as an independent contractor, and not as an employee of the TOWN. CSI shall be responsible for directing its efforts to the manner and means of accomplishing the Work to be performed hereunder by CSI.
- 6.2 Neither CSI nor TOWN intends to directly or substantially benefit a third party by 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.

ARTICLE 7
AUDIT RIGHT AND RETENTION OF RECORDS

- 7.1 TOWN shall have the right to audit the books, records, computer records, electronic stored data, and accounts of CSI that are related to this Agreement. CSI shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. CSI shall preserve and make available, at reasonable times for examination and audit by TOWN, all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes) if applicable, or, if the Florida Public Records Act is not applicable, of a minimum period of five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of five (5) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to CSI's records, CSI shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirements of either federal or state law shall be violated by CSI. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry.

ARTICLE 8
REPORTS

- 8.1 By the Tenth (10th) day of each month, CSI shall provide the TOWN Administrator, the Town Attorney, and the Town Council, with a report

delineating the previous month's activity. Said monthly information shall be provided to the TOWN through an electronic medium, in a form and format acceptable by the Town Administrator, via a system that is accessible by the intranet. If the Town Administrator determines that CSI's system is not compatible, or that another system should be utilized, the desired system shall be implemented and utilized by CSI at no additional cost to the TOWN. In addition to the monthly report, CSI shall provide daily, through an electronic medium accessible from the internet, clear and concise tracking information, which shall include the status of all matters including answers to questions and responses to complaints.

ARTICLE 9 SUBCONTRACTING

- 9.1 All substantive work to be performed pursuant to the terms of this Agreement shall be performed by CSI. No work shall be subcontracted to other parties, firms, or individuals by CSI without the prior written consent of the Town Administrator, which will not be unreasonably withheld. CSI shall ensure that all subcontractors or subconsultants performing any Work under this Agreement are bound in writing to all of the terms and conditions of this Agreement.

ARTICLE 10 OWNERSHIP RIGHTS

- 10.1 CSI agrees that all documents, programs, work product and documentation (hereinafter referred to as "Documentation") prepared by CSI pursuant to this Agreement shall be the property of TOWN, and CSI hereby assigns all of that Documentation to TOWN.

ARTICLE 11 NONDISCRIMINATION

- 11.1 CSI shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CSI shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services,

including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CSI shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

- 11.2 CSI's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin.

ARTICLE 12
ENTIRE AGREEMENT

- 12.1 This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the entire understanding and agreement between the parties and supersedes previous Agreements and representations whether written or oral.

ARTICLE 13
CONSTRUCTION

- 13.1 This Agreement has been a joint effort of the parties, and the resulting documents, solely as a matter of judicial construction, shall not be construed more severely against one of the parties than the other.

ARTICLE 14
FURTHER ASSURANCES

- 14.1 TOWN and CSI agree to execute, acknowledge, and deliver, and cause to be done, executed, acknowledged, and delivered, all such further documents and perform such acts as shall be requested of it to carry out this Agreement and give effect hereto solely consistent with applicable Federal, State and local laws, rules or regulations. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

ARTICLE 15
COUNTERPARTS

- 15.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute the same Agreement.

ARTICLE 16
NO AMENDMENT OR WAIVER

- 16.1 This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement, prior to the initiation of any Work reflecting such change.

ARTICLE 17
SEVERABILITY

- 17.1 In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed to be in full force and effect. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

ARTICLE 18
PROFESSIONAL ASSURANCES

- 18.1 CSI shall perform all services under this Agreement in accordance with the highest standard of care used by similar professional code enforcement officers in Broward County, Florida, under similar circumstances and shall exercise a reasonable degree of skill and care, as determined by the degree of skill and care ordinarily employed by others of the same profession.

ARTICLE 19
NOTICE

- 19.1 Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present the parties designate the following as the respective places for giving of notice:

For TOWN:

Town of Southwest Ranches
John Canada, Town Administrator
6589 S. W. 160 Ave.
Southwest Ranches, FL 33331

And

Keith M. Poliakoff, Esq.
Becker & Poliakoff, P.A.
3111 Stirling Rd.
Ft. Lauderdale, FL 33312

For CSI:

Code Services Inc.
Attn: Stan Morris
P.O. Box 292576
Davie, FL 33329-2576

ARTICLE 20
RESOLUTION OF DISPUTES

- 20.1 To prevent litigation, it is agreed by the parties hereto that TOWN Administrator shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Agreement and fulfillment of this Agreement as to the character, quality, amount and value of

any work done and materials furnished, or proposed, to be done or furnished under or, by reason of, the Agreement. The Town Administrator's decision shall be reduced to writing and a copy furnished to CSI within a reasonable time following submission to the TOWN of the question, claim, difficulty or dispute as referenced above. The TOWN Administrator's decision shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by competent evidence.

- 20.2 To further prevent litigation, the parties shall endeavor to resolve any and all claims arising from this Contract by mediation. A request for mediation shall be filed, in writing, with the other party to the Contract. To the extent litigation is permitted under this Contract, the request shall be made prior to the filing of a legal or equitable proceeding, which shall not be filed prior to the outcome of mediation which will be completed within sixty (60) consecutive calendar days from the date a request for mediation is submitted to the other party unless the parties agree to an extension. The statute of limitations of any claim shall be tolled from the date mediation is requested until completed. To the extent the parties cannot mutually select a mediator, within fifteen (15) consecutive calendar days, from the date a request for mediation has been submitted, either party can request the American Arbitration Association to appoint a mediator with experience to serve as mediator. The mediator selected to serve shall be certified by the Florida Supreme Court. The mediation shall be conducted in Broward County, Florida.

ARTICLE 21

APPLICABLE LAW & VENUE; WAIVER OF JURY TRIAL

- 21.1 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the exclusive jurisdiction and venue of an appropriate Court of competent jurisdiction in the Seventeenth Judicial Circuit of Broward County, Florida.

BY ENTERING INTO THIS AGREEMENT, CSI AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

ARTICLE 22
ENFORCEMENT; ATTORNEY'S FEES

- 22.1 The TOWN and CSI are the beneficiaries of this Agreement and as such, may enforce this Agreement by action at law or in equity. In the event of any litigation between the TOWN and CSI resulting from and/or arising out of this Agreement, it is hereby acknowledged and agreed that the prevailing party shall be entitled to recover any and all reasonable attorney's fees and costs from the non-prevailing party in any such litigation, including attorneys fees and costs incurred at the trial level and on appeal.

ARTICLE 23
REPRESENTATION OF AUTHORITY

- 23.1 The individuals executing this Agreement on behalf of any entity do hereby represent and warrant that they are, on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of their principal.

ARTICLE 24
SURVIVABILITY

- 24.1 ARTICLE 5 of this Agreement entitled "INDEMNIFICATION, LIABILITY & INSURANCE"; ARTICLE 7 of this Agreement entitled "AUDIT RIGHT AND RETENTION OF RECORDS"; ARTICLE 10 of this Agreement entitled "OWNERSHIP RIGHTS"; ARTICLE 14 of this Agreement entitled "FURTHER ASSURANCES"; ARTICLE 20 of this Agreement entitled "RESOLUTION OF DISPUTES"; ARTICLE 21 of this Agreement entitled "APPLICABLE LAW & VENUE; WAIVER OF JURY TRIAL"; and ARTICLE 22 of this Agreement entitled "ENFORCEMENT; ATTORNEY'S FEES" shall survive the termination, cancellation, or expiration of this Agreement for any reason whatsoever.

ARTICLE 25
COMPLIANCE WITH LAWS

- 25.1 CSI 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.

ARTICLE 26
MISCELLANEOUS

26.1 Performance: CSI 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.

26.2 Materiality and Waiver of Breach: CSI 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.

26.3 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.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: CODE SERVICES INC., through its President Stan Morris, authorized to execute same, and TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 6th day of April, 2006.

WITNESSES:

CSI, INC.

By: _____
Stan Morris, President

____ day of April, 2006 (SEAL)

WITNESSES:

TOWN OF SOUTHWEST RANCHES

By: _____
Mecca Fink, Mayor

____ day of April, 2006

By: _____
John Canada, Town Administrator

ATTEST:

Susan Owens, Town Clerk

APPROVED AS TO FORM:

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

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:

- Code Compliance Services shall be available a minimum of forty (40) hours per week. Code Compliance Services shall operate at times when necessary to inspect code violations that are not visible during the regular business hours and upon the reasonable request of the Town Administrator. Working on weekends shall not be deemed unreasonable. Except for cases involving life safety issues, Code Compliance Services shall not be available during TOWN holidays as determined by the TOWN'S holiday calendar.
- CSI shall intake and process all code violation complaints from residents or officials of the TOWN. The intake reports shall be specifically and clearly logged. All building code complaints shall be routed by CSI to the TOWN'S Building Code Services Department currently under a contract with Broward County, within two business days of receipt.
- Unless the complaint involves a life safety issue (which shall take immediate priority), as determined by the code officer, the Town Attorney, or the Town Administrator, the complainant, if known, shall be contacted within two business days, excluding Sundays, of registering an initial complaint. Further, CSI shall follow up with the complainant, if known, within two (2) business days following the initial field inspection(s) and shall advise the complainant as to the actions taken by the code compliance officer.
- CSI shall conduct a field inspection within two (2) business days, excluding Sundays, following the complaint.
- Field inspections 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.

- CSI shall provide the monthly progress reports as specified in Article 8 of this Agreement.
- CSI shall make every effort to work with the resident to resolve the code violation prior to the Special magistrate Hearing.
- CSI shall regularly communicate with the Town Attorney and the Town Administrator regarding the prosecution of code compliance matters.
- CSI shall, at a minimum, post notice on all properties containing code violations, as deemed necessary by the code compliance officer and as required by Chapter 162, Florida Statutes, and shall send out all code violation notices via certified mail return receipt requested, pursuant to the requirements of Chapter 162, Florida Statutes, in ample time to schedule the code violator for the next available Special Magistrate proceeding.
- CSI shall prepare all code hearing agendas, and shall have additional copies of the agenda available for the public. CSI shall work with the Town Attorney to insure that each agenda is in conformity with state law. All code hearing agendas shall be posted monthly in the Town Hall.
- CSI shall provide the TOWN'S Special Magistrate with copies of all necessary materials and documentation to properly review the hearing's agenda and the cases scheduled to be heard at least seven (7) business days prior to the scheduled Special Magistrate hearing date.
- CSI shall be available monthly to testify and to provide evidence at all Special Magistrate hearings.
- CSI shall review all Special Magistrate Orders to ensure that they conform with the Special Magistrate's determination.
- CSI shall mail all Orders to the owner of the property for which a determination has been made in compliance with Chapter 162, Florida Statutes.
- CSI shall work with the Town Attorney to mitigate any fines for cases in non-compliance. CSI shall be contacted to provide information as to the amount of time spent on a specific case and the working relationship with the respective individuals associated with the specific case prior to the determination of the final imposed fine amount or any other sanction rendered for non-compliance.
- CSI'S files shall be well organized, thorough and complete.

- CSI shall promptly respond to all requests by title companies, or otherwise, seeking to determine if violations exist on specified properties. CSI may charge a reasonable fee, comparable to fees charged by neighboring municipalities or by the County, for this service and said fee shall go directly to CSI.
- CSI shall ensure that its employees maintain necessary certifications, licenses, and shall obtain additional training, as necessary.
- CSI shall provide cellular phone service for CSI staff that shall be accessible to the Town Administrator and the Town Attorney.
- CSI shall maintain a computer linkage capable of contact via e-mail, during regular business hours.
- CSI shall attend Council Workshops and Meetings and HOA meetings, if necessary, to provide input on Code issues.

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