

**RESOLUTION NO. 2007 – 073**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH CSI CODE ENFORCEMENT SERVICES, INC. TO ADD AN ADDITIONAL CODE ENFORCEMENT OFFICER TO THE AGREEMENT WITH THE TOWN; AMENDING THE AGREEMENT TO PROVIDE FOR THE ADDITIONAL CODE ENFORCEMENT OFFICER; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE FIRST AMENDMENT TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on April 10<sup>th</sup>, 2006, pursuant to Resolution No. 2006-051, the Town contracted with CSI Code Services, Inc. ("CSI") to provide code enforcement services to the Town of Southwest Ranches; and

**WHEREAS**, due to a tremendous increase in code compliance activities, the Town Council is desirous of adding an additional code enforcement officer to its Agreement with CSI; and

**WHEREAS**, this Resolution seeks to effectuate the modifications to the Agreement.

**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 CSI Code Services, Inc.

**Section 3.** The Town Council hereby amends its Agreement with CSI Code Services, Inc. as specifically delineated in Exhibit "A", which has been attached hereto and is incorporated by reference.


**Section 4.** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into the First Amendment to 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 5.** The Town Council hereby agrees that the additional funding for this Agreement shall be taken from Reserve Account # 590100-595001 and transferred to Code Compliance Account #515100-531023.

**Section 6.** 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 14<sup>th</sup> day of June, 2007, on a motion by Council Member Aster Knight and seconded by Council Member Steve Brietkreuz.

Fink	<u>Y</u>	Ayes	<u>5</u>
Maines	<u>Y</u>	Nays	<u>0</u>
Brietkreuz	<u>Y</u>	Absent	<u>0</u>
Knight	<u>Y</u>	Abstaining	<u>0</u>
Nelson	<u>Y</u>		

  
Mecca Fink, Mayor

ATTEST:

  
Susan A. Owens, Town Clerk

Approved as to Form and Correctness:

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

FTL\_DB: 1054260\_1

**EXHIBIT "A"**

**FIRST MODIFICATION TO AGREEMENT**

**THIS FIRST MODIFICATION TO AGREEMENT** entered into as of the \_\_\_\_ day of June, 2007 between the Town of Southwest Ranches, a municipal corporation of the State of Florida (the "Town") and CSI Code Services, Inc., a corporation of the State of Florida ("Consultant"), for the purpose of amending the Agreement between the Town and Consultant dated April 10<sup>th</sup>, 2006 (the "Original Agreement").

**WITNESSETH:**

**WHEREAS**, on April 10<sup>th</sup>, 2006, pursuant to Resolution No. 2006-051, the Town contracted with CSI Code Services, Inc. ("CSI") to provide code enforcement services to the Town of Southwest Ranches; and

**WHEREAS**, due to a tremendous increase in code compliance activities, the Town Council is desirous of adding an additional code enforcement officer to its Agreement with CSI; and

**WHEREAS**, this First Amendment to Agreement seeks to effectuate the modifications to the Agreement.

**NOW THEREFORE**, for and in consideration of the premises and for Ten Dollars (\$10.00) and for other good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged, the parties hereto agree that the Original Agreement shall be amended as follows:

1. The foregoing recitals are true and correct.
2. Article 2 "Scope of Services" shall be amended to read as follows:

2.1 CSI agrees to provide code enforcement service to the TOWN for a minimum total of ~~forty~~ eighty (80) hours per week, with ~~most of~~ the work being performed by a chief code enforcement officer and a secondary code enforcement officer, who each shall provide the Town with a minimum service of forty (40) hours per week. The chief 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. The secondary code enforcement officer must be trained in code enforcement with a minimum Level 1 certification by the Florida Association of Code Enforcement. The secondary code enforcement officer's 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 and secondary 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. Article 4 "Compensation" shall be amended to read as follows:

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). In addition to the aforementioned CSI shall receive as additional compensation an amount not to exceed Sixty Six Thousand Dollars (\$66,000) annually for providing a secondary code enforcement officer as delineated in Section 2.1 above. The secondary code enforcement officer shall be paid an amount not to exceed Sixty Five Thousand Dollars (\$65,000) annually and CSI shall be entitled to a One Thousand Dollar (\$1,000) annual administrative fee. Said total fee of Sixty Six Thousand Dollars (\$66,000) shall be paid in monthly installments of Five Thousand Five Hundred Dollars (\$5,500) in arrears. CSI shall provide the Town Administrator with an invoice documenting that said services have been performed and CSI shall be provided with payment as delineated in Section 4.2 below. The Town shall not be required to pay CSI this additional compensation if the secondary code enforcement officer fails to perform or if the secondary code enforcement officer provides services below the minimum hourly requirement as delineated in Section 2.1 above.

3. Exhibit "A" paragraph two shall be amended to read as follows:

- Code Compliance Services shall be available a minimum of forty (40) hours per week for each code enforcement officer. 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.

4. All other terms and conditions not modified herein shall remain of full force and effect and binding on the parties.

**[Signatures on Following Page]**

**IN WITNESS WHEREOF**, this Second Modification is accepted and executed as of the 14<sup>th</sup> day of June, 2007.

TOWN OF SOUTHWEST RANCHES

CSI CODE ENFORCEMENT SERVICES, INC.

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

\_\_\_\_\_  
Stan Morris, President

Attest:

\_\_\_\_\_  
Susan A. Owens, Town Clerk

\_\_\_\_\_  
Witness

Approved as to form and correctness:

\_\_\_\_\_  
Gary A. Poliakoff, Town Attorney  
FTL\_DB: 1054260\_1

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Witness

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CSI CODE ENFORCEMENT SERVICES, INC.

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Mecca Fink, Mayor

\_\_\_\_\_  
Stan Morris, President

Attest:

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Susan A. Owens, Town Clerk

\_\_\_\_\_  
Witness

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Gary A. Poliakoff, Town Attorney  
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\_\_\_\_\_  
Witness