

**RESOLUTION NO. 2008 - 106**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FOURTH AMENDMENT TO THE AGREEMENT WITH THE MELLGREN PLANNING GROUP, INC.; AMENDING THE AGREEMENT TO EXTEND THE AGREEMENT FOR AN ADDITIONAL SIX (6) MONTHS, UNTIL MARCH 31, 2009; AMENDING THE AGREEMENT TO PROVIDE FOR THE IMPLEMENTATION OF A COMPREHENSIVE INTEGRATED COMPUTERIZED TRACKING PROGRAM; AMENDING THE AGREEMENT TO CLARIFY HOURLY RATES; AMENDING THE AGREEMENT TO REFLECT THE COMPANY'S NAME CHANGE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE FOURTH AMENDMENT TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on March 8, 2001 the Town Council authorized the issuance of a Request for Proposal for Development Management and Zoning Code Services; and

**WHEREAS**, on April 12, 2001, pursuant to Resolution No. 2001-045, the Town Council selected Michele Mellgren and Associates, Inc.; and

**WHEREAS**, on September 10, 2003, pursuant to Resolution No. 2003-073 the Town Council approved the First Amendment to its Agreement with Michele Mellgren and Associates, Inc., extending the term of the Agreement for an additional two (2) years; and

**WHEREAS**, on December 9, 2004, pursuant to Resolution No. 2005-021, the Town Council approved the Second Amendment to its Agreement with Michele Mellgren and Associates, Inc., which included several modifications and extended the term of the Agreement for an additional two (2) years, until September 30, 2007; and

**WHEREAS**, on September 20, 2007, pursuant to Resolution No. 2007-096, the Town Council approved the Third Amendment to its agreement with Michele Mellgren and Associates, Inc., which extended the term of the agreement until September 30, 2008; and

**WHEREAS**, on September 24, 2007, Michele Mellgren and Associates, Inc., changed its name to the Mellgren Planning Group, Inc. ("MPG"); and

**WHEREAS**, the Town is in the process of reviewing its entire cost recovery system and believes that it is in the best interest of the Town to extend this Agreement for six additional months to see if a comprehensive integrated computerized tracking program can assist the Town in implementing a full cost recovery system; and

**WHEREAS**, the parties are also desirous of amending the Agreement to clarify MPG's hourly rates and to reflect the company's name change;

**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 Fourth Amendment to the Agreement with The Mellgren Planning Group, Inc. ("MPG"), which extends the term of the Agreement for an additional six (6) months, until March 31, 2009, provides for the implementation of a comprehensive integrated computerized tracking program, clarifies MPG's the hourly rates, and reflects the company's name change, as specifically delineated in Exhibit "A", attached hereto and incorporated herein by reference.

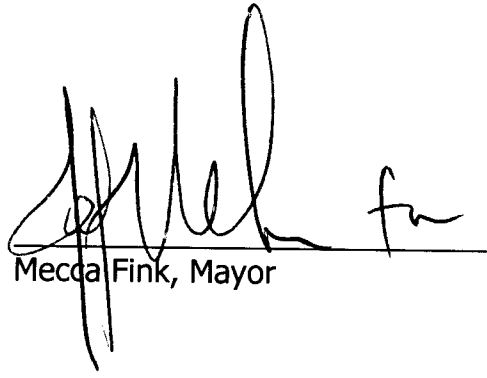
**Section 3.** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into the Fourth Amendment to Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary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

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

**PASSED AND ADOPTED ON** this 25<sup>th</sup> day of September 2008, on a motion made by Council Member Aster Knight and seconded by Council Member Don Maines.

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

**[SIGNATURES ON FOLLOWING PAGE]**



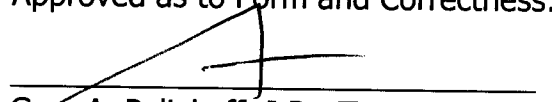
Mecca Fink, Mayor

ATTEST:



Susan A. Owens, CMC, Town Clerk

Approved as to Form and Correctness:



Gary A. Poliakoff, J.D., Town Attorney  
FTL\_DB: 1135739\_1

## **FOURTH MODIFICATION TO AGREEMENT**

**THIS FOURTH MODIFICATION TO AGREEMENT** entered into as of this \_\_\_\_\_ day of September, 2008 between the Town of Southwest Ranches, a municipal corporation of the State of Florida (the "Town") and the Mellgren Planning Group, Inc., consultant firm doing business or authorized to do business in the State of Florida, for the purpose of amending the Agreement between the Town and Michele Mellgren and Associates, Inc., dated April 26<sup>th</sup>, 2001.

### **WITNESSETH:**

**WHEREAS**, on March 8, 2001 the Town Council authorized the issuance of a Request for Proposal for Development Management and Zoning Code Services; and

**WHEREAS**, on April 12, 2001, pursuant to Resolution No. 2001-045, the Town Council selected Michele Mellgren and Associates, Inc.; and

**WHEREAS**, on September 10, 2003, pursuant to Resolution No. 2003-073 the Town Council approved the First Amendment to its Agreement with Michele Mellgren and Associates, Inc., extending the term of the Agreement for an additional two (2) years; and

**WHEREAS**, on December 9, 2004, pursuant to Resolution No. 2005-021, the Town Council approved the Second Amendment to its Agreement with Michele Mellgren and Associates, Inc., which included several modifications and extended the term of the Agreement for an additional two (2) years, until September 30, 2007; and

**WHEREAS**, on September 20, 2007, pursuant to Resolution No. 2007-096, the Town Council approved the Third Amendment to its agreement with Michele Mellgren and Associates, Inc., which extended the term of the agreement until September 30, 2008; and

**WHEREAS**, on September 24, 2007, Michele Mellgren and Associates, Inc., changed its name to The Mellgren Planning Group, Inc. ("MPG"); and

**WHEREAS**, the Town is in the process of reviewing its entire cost recovery system and believes that it is in the best interest of the Town to extend this Agreement for six additional months to see if a comprehensive integrated computerized tracking program can assist the Town in implementing a full cost recovery system; and

**WHEREAS**, the parties are also desirous of amending the Agreement to clarify MPG's hourly rates and to reflect the company's name change.

**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. The Agreement shall be amended in its entirety to reflect that Michele Mellgren & Associates, Inc. has changed its corporate name to the Mellgren Planning Group, Inc.
3. Article 2 "Scope of Services" shall be amended to modify Section 2.7 as follows:

2.7 By the Fifteenth (15<sup>th</sup>) day of each month, Consultant shall provide the Town Administrator with a report delineating the previous month's activity. In addition to a hard copy, said monthly information shall be provided to the TOWN through an electronic medium, in a form and format acceptable by the Town Administrator, provided the comprehensive integrated computerized tracking program, delineated in Section 2.8 below, can generate such report, ~~via a system that may be accessible by the internet. If the Town Administrator determines that CONSULTANT'S system is not compatible, or that another system should be utilized, the desired system shall be implemented and utilized by CONSULTANT at no additional cost to the CONSULTANT. In addition to the monthly reports, CONSULTANT shall provide daily, through an electronic medium accessible from the internet on a system that may be provided by the TOWN, clear and concise tracking information, which shall include the status of all matters including questions and complaints.~~

4. Article 2 "Scope of Services" shall be amended to add Section 2.8 as follows:

2.8 In further consideration of extending the Agreement, as delineated in Article 3 below, CONSULTANT hereby agrees that by or before November 30, 2008, that CONSULTANT shall acquire, at CONSULTANT'S sole cost and expense. In addition, CONSULTANT shall work with all related consultants to implement a comprehensive integrated computerized tracking program that can assist the Town in implementing a full cost recovery system, and that can assist residents in tracking their submittals and other code related issues via the internet. Upon expiration or termination of this Agreement, CONSULTANT retains the rights to such software; however, the TOWN retains all rights to the data that may have been inputted by CONSULTANT. Accordingly, within thirty (30) days of the expiration or termination of this Agreement, CONSULTANT shall work cooperatively with TOWN to transfer the data, at TOWN'S sole cost and expense, to whatever consultant, source or program, the TOWN deems appropriate. CONSULTANT'S final payment shall be withheld until said transfer has been completed, but in no event shall be withheld beyond sixty (60) days following the completion of CONSULTANT'S services.

5. Article 3 "Term" which has previously been amended by the First, Second, and Third Amendments to Agreement, shall be further amended to read as follows:

3.1 This Agreement shall terminate on ~~September 30, 2008~~ March 31, 2009, unless further extended, at the Town's sole discretion, through mutual agreement of both parties

6. Article 4 "Compensation and Method of Payment" Exhibit "C" shall be amended as follows:

Exhibit "C"  
Small and Large Projects  
Hourly Rate Schedule

~~Michele Mellgren & Associates~~ The Mellgren Planning Group, Inc.

Principal ( <u>Michele Mellgren, Jeff Katims, Travis Schenk</u> )	\$125
<del>Senior Associate</del>	<del>\$100</del>
<u>GIS &amp; Mapping (Josh Ooyman)</u>	<u>\$105</u>
<u>Planning Assistant (Elizabeth Tsouroukdissian)</u>	<u>\$85</u>
<del>Planner</del>	<del>\$60</del>
<u>Administrative (Intake) (Elizabeth Tsouroukdissian)</u>	<u>\$40</u>
Expert Witness Deposition/Testimony	\$200 <u>\$125</u>
Direct cost/out of pocket expense	110%

CONSULTANT may charge applicants for meetings of the Town Council, but shall not charge the TOWN.

7. Article 4.2.1 "Cost Recovery Basis" shall be amended as follows:

It is understood by the CONSULTANT that the compensation will be on a Cost Recovery Basis for Development Permit Review and Planning and Zoning Review, as specified in Exhibit "A".

TOWN and CONSULTANT agree that the compensation on a Cost Recovery Basis shall be based upon a fee schedule for Development Permit Review and Planning and Zoning Review, said fee schedule shall be established by Resolution approved by the Town of Southwest Ranches.

Said fee, however, shall only be the base application fee. After reviewing the base application, CONSULTANT shall collect any additional amount CONSULTANT deems necessary and proper to fully cover the estimated cost of performing the services requested. In no event shall a permit be issued until the TOWN has completely recovered its costs incurred for processing an application. The TOWN shall withhold

from CONSULTANT'S compensation any amounts not recovered from the CONSULTANT'S failure to fully cost recover for CONSULTANT'S services rendered. This cost recovery provision does not apply to matters being handled for the benefit of the TOWN.

In addition to the fee schedule there shall be an administrative fee of twenty percent (20%) to cover the cost of responding to day-to-day questions and issues of the general public concerning services provided. This percentage may be adjusted by the Town Administrator during the term of this agreement, as necessary.

Fee schedules and administrative fees shall be updated at least annually or at other times as agree to by the Town Administrator and the CONSULTANT.

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

**IN WITNESS WHEREOF**, this Fourth Modification is accepted and executed as of this \_\_\_\_ day of September, 2008.

TOWN OF SOUTHWEST RANCHES

MICHELE MELLGREN AND ASSOCIATES, INC.

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

\_\_\_\_\_  
Michele Mellgren, President

\_\_\_\_\_  
Christopher J. Russo, Town Administrator

Attest:

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

\_\_\_\_\_  
Witness

Approved as to form and correctness:

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

\_\_\_\_\_  
Witness

FTL\_DB: 1136222\_1