

RESOLUTION NO. 2009 - 057

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE THIRD MODIFICATION TO THE TOWN'S AGREEMENT WITH RJ BEHAR & COMPANY, INC.; EXTENDING THE AGREEMENT UNTIL SEPTEMBER 30, 2009; MODIFYING THE HOURLY RATE SCHEDULE; CLARIFYING COST RECOVERY AND PURCHASE ORDER REQUIREMENTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE THIRD AMENDMENT TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 9, 2004, pursuant to Resolution No. 2005-022, the Town Council approved an agreement with RJ Behar & Company, Inc. ("Consultant") to provide Engineering Services to the Town of Southwest Ranches ("Town"), which became effective on March 3, 2005; and

WHEREAS, on March 19, 2009, the Town Council approved the Second Modification to the Agreement with Consultant to provide Engineering Services to the Town, which extended the term of the agreement through April 30, 2009; and

WHEREAS, the Town is currently reviewing Consultant's performance and its ability to fully cost recover for its services rendered; and

WHEREAS, in order to give the Town additional time to review all of its vendor contracts, the Town desires to extend Consultant's agreement through September 30, 2009; and

WHEREAS, Consultant and Town have agreed to a new hourly rate schedule; and

WHEREAS, Consultant and Town desire to further document the Town's cost recovery and purchase order requirements; and

WHEREAS, this Resolution and the attached Third Modification to the Agreement seek to effectuate the modifications described herein.

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 Third Modification to its Agreement with RJ Behar & Company, Inc., which extends the term of the Agreement until September 30, 2009, revises Consultant's rate schedule, further documents the Town's cost recovery and purchase order requirements, as specifically delineated in Exhibits "A", which has been attached hereto and is incorporated herein by reference.

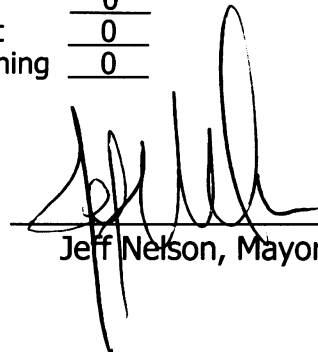
Section 3. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into the Third Modification to the Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary 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 16th day of April 2009, on a motion by Council Member Doug McKay and seconded by Council Member Freddy Fisikelli.

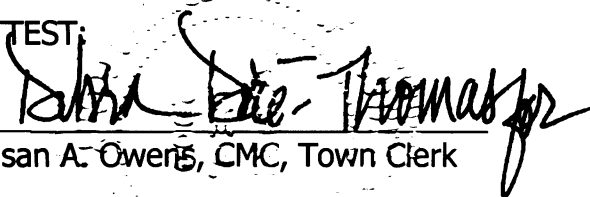
Nelson	<u>Y</u>
Breitkreuz	<u>Y</u>
Fisikelli	<u>Y</u>
Knight	<u>Y</u>
McKay	<u>Y</u>

Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>



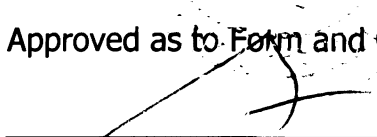
Jeff Nelson, Mayor

ATTEST:



Susan A. Owens, CMC, Town Clerk

Approved as to Form and Correctness:



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

PTL_DB: 1184607_1

EXHIBIT "A"

THIRD MODIFICATION TO AGREEMENT

THIS THIRD MODIFICATION TO AGREEMENT entered into as of the ____ day of April, 2009 between the Town of Southwest Ranches, a municipal corporation of the State of Florida (the "Town") and RJ Behar & Company, Inc., a corporation of the State of Florida ("Consultant"), for the purpose of extending the Agreement between the Town and Consultant effective March 3, 2005 (the "Original Agreement").

WITNESSETH:

WHEREAS, on December 9, 2004, pursuant to Resolution No. 2005-022, the Town Council approved an agreement with Consultant to provide Engineering Services to the Town, which became effective on March 3, 2005; and

WHEREAS, on March 19, 2009, the Town Council approved the Second Modification to the Agreement with Consultant to provide Engineering Services to the Town, which extended the term of the agreement through April 30, 2009; and

WHEREAS, in order to give the Town additional time to review all of its vendor contracts, the Town desires to extend Consultant's agreement through September 30, 2009; and

WHEREAS, Consultant and Town have agreed to a new hourly rate schedule; and

WHEREAS, Consultant and Town desire to further document the Town's cost recovery and purchase order requirements; and

WHEREAS, this Third Modification to the Agreement seek to effectuate the modifications described herein.

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 add Section 2.3 as follows:

2.3 In further consideration of extending the Agreement, as delineated in Article 4 below, CONSULTANT hereby agrees, at CONSULTANT'S sole cost and expense, to immediately cooperate with all related consultants in implementing a comprehensive integrated computerized tracking program. At the time of this Third Modification to Agreement the Town's Building Department serves as general intake for most Town matters through the use of a computerized tracking program called Black Bear. Within twenty-four (24) business hours from the receipt of any submission, CONSULTANT agrees to notify the Town's Building Department in electronic writing of the receipt of such submission, the status of same, and shall continually thereafter send routine electronic updates to the Town's Building Department as to the status of the submission. The Town's Building Department shall enter those electronic updates into the tracking program so that the status of every application can be clearly followed.

3. Section 4.1 of Section 4 "TERM" shall be amended to read as follows:

4.1 TOWN and CONSULTANT agree that this Agreement shall be in full force and effect until ~~April 30, 2009~~ September 30, 2009, commencing upon the Effective Date of this Agreement, which shall be the date the last party signs this Agreement. Based upon the approval of the Town Council, this Agreement may be extended for additional time periods.

4. Section 3.5 of Section 3 "COMPENSATION" shall be created to state as follows:

CONSULTANT agrees that compensation for Town Engineering Services, as specified in Scope of Services(Exhibit "A"), shall be on a Cost Recovery Basis.

CONSULTANT agrees that the Cost Recovery compensation shall be based upon a fee schedule for Town Engineering Services, which fee schedule shall be established by Resolution of the Town Council.

The fee schedule, 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 or request of the TOWN.

5. Section 3.6 of Section 3 "COMPENSATION" shall be created to state as follows:

For all Work not covered under Section 3.5 above, CONSULTANT shall be required to obtain a written Work Order by the Town Administrator or designee in advance of CONSULTANT providing any Work to the Town. The Work Order shall specify the nature of the Work requested, the estimated not to exceed cost to the Town for same, and the timeframe for completion. All Work performed by CONSULTANT without a written Work Order shall be performed at CONSULTANT'S sole cost and expense.

6. Section 3.7 of Section 3 "COMPENSATION" shall be created to state as follows:

CONSULTANT may charge applicants for meetings of the Town Council, but shall not charge the TOWN. All administrative intake shall be included within the permit fees.

7. EXHIBIT "B" of the Agreement is hereby deleted in its entirety and replaced by EXHIBIT "B", which has been attached hereto and is incorporated by reference.

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

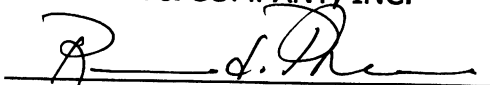
IN WITNESS WHEREOF, this Extension and Modification is accepted and executed as of the ____ day of April, 2009.

TOWN OF SOUTHWEST RANCHES



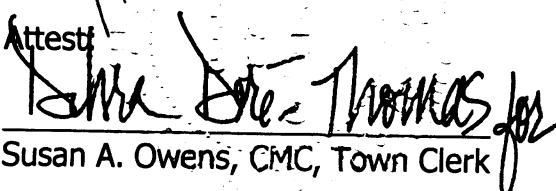
Jeff Nelson, Mayor

RJ BEHAR & COMPANY, INC.



Robert J. Behar, President

Attest



Susan A. Owens, CMC, Town Clerk




Witness

Approved as to form and correctness:



Gary A. Poliakov, Town Attorney

FTL_DB: 1184607_1



Witness