

RESOLUTION NO. 2014-059

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SIXTH MODIFICATION TO THE AGREEMENT WITH CSI CODE SERVICES, INC. ("CSI"); ADDING ADDITIONAL ZONING SERVICES AND EXTENDING THE AGREEMENT THROUGH SEPTEMBER 30, 2017; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 29, 2006, pursuant to Resolution No. 2006-051, the Town Council approved an agreement with CSI Code Services, Inc. ("CSI") to provide code enforcement services to the Town of Southwest Ranches ("Town"); and

WHEREAS, on April 6, 2006, pursuant to Resolution No. 2006-058, the Town Council modified the agreement to provide for additional hours of code enforcement services at an adjusted cost; and

WHEREAS, on June 14, 2007, pursuant to Resolution No. 2007-073, the Town Council approved the First Amendment to its Agreement with CSI Code Services, Inc., providing for an additional code enforcement officer; and

WHEREAS, on February 19, 2009, pursuant to Resolution No. 2009-039, the Town Council approved the Second Amendment to its Agreement with CSI Code Services, Inc., which extended the term of the Agreement for an additional three years until February 19, 2012; and

WHEREAS, on January 12, 2012, pursuant to Resolution No. 2012-026, the Town Council approved the Third Amendment to its Agreement with CSI, which extended the term of the Agreement through April 30, 2012; and

WHEREAS, on March 22, 2012, pursuant to Resolution No. 2012-035, the Town Council approved the Fourth Amendment to its Agreement with CSI, which extended the term of the Agreement until March 31, 2015; and

WHEREAS, on January 10, 2013, pursuant to Resolution No. 2013-025, the Town Council approved the Fifth Amendment to its Agreement with CSI, which approved CSI's selection of Robert Solera as the Town's Chief Code Officer; and

WHEREAS, the Town desires to modify its Agreement with CSI to include additional zoning services and extend the term of the Agreement until September 30, 2017; and

WHEREAS, this Resolution and the attached Sixth Amendment to the Agreement seeks to effectuate the extension as 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 Sixth Amendment to the Agreement with the CSI Code Services, Inc. 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 Sixth 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 on October 1, 2014.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 15th day of September, 2014 on a motion by

C/m McKay and seconded by C/m Breitkreuz

Nelson
Jablonski
Breitkreuz
Fisikelli
McKay

Ayes
Ayes
Ayes
Ayes
Ayes

Ayes
Nays
Absent
Abstaining

Jeff Nelson, Mayor

Attest:

Russell Muñiz
Russell Muñiz, MMC, Town Clerk

Approved as to Form and Correctness:

Keith Pollakoff
Keith Pollakoff, Town Attorney

EXHIBIT "A"

SIXTH MODIFICATION TO AGREEMENT

THIS SIXTH MODIFICATION TO AGREEMENT entered into as of the ____ day of September, 2014 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 extending and amending the Agreement between the Town and Consultant dated April 10th, 2006 (the "Original Agreement").

WITNESSETH:

WHEREAS, on March 29, 2006, pursuant to Resolution No. 2006-051, the Town Council approved an agreement with CSI Code Services, Inc. ("CSI") to provide code enforcement services to the Town of Southwest Ranches ("Town"); and

WHEREAS, on April 6, 2006, pursuant to Resolution No. 2006-058, the Town Council modified the agreement to provide for additional hours of code enforcement services at an adjusted cost; and

WHEREAS, on June 14, 2007, pursuant to Resolution No. 2007-073, the Town Council approved the First Amendment to its Agreement with CSI Code Services, Inc., providing for an additional code enforcement officer; and

WHEREAS, on February 19, 2009, pursuant to Resolution No. 2009-039, the Town Council approved the Second Amendment to its Agreement with CSI Code Services, Inc., which extended the term of the Agreement for an additional three years until February 19, 2012; and

WHEREAS, on January 12, 2012, pursuant to Resolution No. 2012-026, the Town Council approved the Third Amendment to its Agreement with CSI, which extended the term of the Agreement through April 30, 2012; and

WHEREAS, on March 22, 2012, pursuant to Resolution No. 2012-035, the Town Council approved the Fourth Amendment to its Agreement with CSI, which extended the term of the Agreement until March 31, 2015; and

WHEREAS, on January 10, 2013, pursuant to Resolution No 2013-025, the Town Council approved the Fifth Amendment to its Agreement with CSI, which approved CSI's selection of Robert Solera as the Town's Chief Code Officer; and

WHEREAS, the Town desires to modify its Agreement with CSI to include additional zoning services and extend the term of the Agreement until September 30, 2017; and

WHEREAS, this Sixth Amendment to the Agreement seeks to effectuate the additional services and the extension as 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 read as follows:

....

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 between ~~9:00 a.m. to 11:00 a.m.~~ 8:30 a.m. to 5:00 p.m. Monday through ~~Thursday~~ Friday, excluding Town Holidays.

2.8 Commencing October 1, 2014, CSI also agrees to provide planning, zoning, permitting and land use services to the TOWN, excluding applications for quasi-judicial hearings. All services shall be rendered consistent with the TOWN's Comprehensive Land Use Plan, and the TOWN's Unified Land Development Code, by a qualified CSI employee who is trained and certified to render such services. CSI shall not only process permits and plans, but it shall also make the necessary on-site inspections and shall answer all questions concerning planning, zoning, permitting, and land use items, within at least twenty-four business hours from the receipt of same.

2.9 TOWN shall make available to CSI a room at Town Hall for the purposes of performing the Scope of Services as provided herein. The location of such shall be in the sole discretion of the Town Administrator, and is subject to change.

3. Section 3.1 of Article 3 "Term of the Agreement" shall be amended to read as follows:

3.1 This Agreement shall become effective on March 22, 2012, (the Effective Date), and shall continue in full force and effect through ~~March 31, 2015~~, September 30, 2017, with extensions to be approved by the TOWN and CSI, unless earlier terminated in accordance with paragraph 3.2 hereof.

4. Article 4 "Compensation" shall be amended to read as follows:

....

4.8 For the services performed pursuant to Section 2.8 above, CSI shall receive the amount specified in the Town's development and permit review fee Resolution, which amount may be amended from time to time. All payments for development and permit reviews shall be made payable to the TOWN. Within thirty (30) days from the TOWN's receipt of cleared funds relating to same, CSI shall be paid for such services, upon submission of an invoice, in a form and format approved by the Town's Financial Administrator, and the TOWN's verification that such services have been rendered. TOWN shall not be liable to CSI for funds that have not cleared or for services rendered prior to payment being made.

4.9 CSI shall reimburse the TOWN for its use of any TOWN personnel and/or materials or supplies. Such reimbursement shall be listed as an offset on CSI's next submitted invoice, in a form and format approved by the Town's Financial Administrator.

5. Section 5.4 of Article 5 "Indemnification, Liability & Insurance" shall be amended to read as follows:

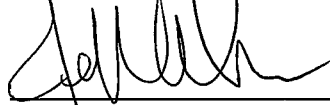
5.4 Comprehensive General Liability Insurance: CSI to provide comprehensive general liability insurance with minimum limit of coverage of ~~Five Hundred Thousand (\$500,000) Dollars~~ One Million Dollars (\$1,000,000) per occurrence. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements as filed by the Insurance Services Office, and must include coverage for:

....

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

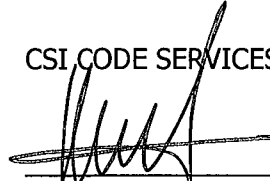
IN WITNESS WHEREOF, this Extension and Modification is accepted and executed
as of this 15th day of September, 2014.

TOWN OF SOUTHWEST RANCHES



Jeff Nelson, Mayor

CSI CODE SERVICES, INC.



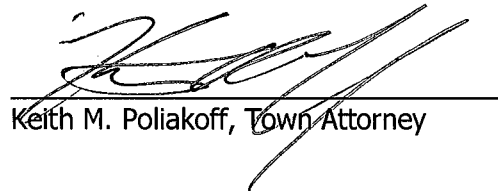
Robert Solera, President

Attest:



Russell Muñiz, MMC, Town Clerk

Approved as to form and correctness:



Keith M. Poliakoff, Town Attorney