RESOLUTION 2027 – 002

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT FOR TOWN PLANNING, ZONING AND LAND USE SERVICES TO COMPLETE CITIES PLANNING GROUP, LLC; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through iterations of agreements and consents to assignment with planning and zoning consulting firms since March 8, 2001, Jeff Katims has been the Town's primary planning, zoning and land use consultant; and

WHEREAS, on March 27, 2025, pursuant to Resolution No. 2025-045, the Town Council approved the final consent to assignment, transferring planning, zoning and land use consulting from Transystems Corporation Consultants to Complete Cities Planning Group, LLC, of which Jeff Katims is Principal, under the same terms and conditions; and

WHEREAS, this Agreement is set to expire on September 30, 2026; and

WHEREAS, the Town Council and Complete Cities Planning Group, LLC are desirous of entering into a new professional services consulting agreement for planning, zoning and land use consulting for a term of five (5) years, with an option to extend for up to two (2) five (5) year terms.

WHEREAS, the agreement calls for annual increases of the hourly rate in accordance with Schedule "B" and Schedule "C", which provides for a roll back in rates for any qualifying year in which the Town's budget is negatively impacted should Amendment 3 pass in November 2026; and

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 a professional services agreement for planning, zoning, and land use consulting to Complete Cities Planning Group, LLC.

Section 3. The Town Council hereby authorizes the Mayor, the Town Administrator, and the Town Attorney to execute 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 to effectuate the intent of this Resolution.

Section 4. The Town Council hereby approved the annual increases as prescribed in Schedule "B", as well as the rollback provisions in Schedule "C", which apply in any qualifying year in which Town's budget is negatively impacted should Amendment 3 pass on November 3, 2026.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 8th day of October, 2026 on a motion by CM Kuczenski and seconded by CM Allbritton.

Breitkreuz	yes	Ayes	4
Jablonski	Absent	Nays	Ø
Allbritton	yes	Absent	1
Hartmann	yes	Abstaining	Ø
Kuczenski	yes		

[Signatures on Following Page]

Steve Breitkreuz, Mayor

Attest:

JRMC Cantg, for

Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
2026.1001.097

Exhibit "A"

AGREEMENT

BETWEEN

COMPLETE CITIES PLANNING GROUP, LLC

And

TOWN OF SOUTHWEST RANCHES

Providing for

PLANNING, ZONING, AND LAND USE SERVICES

This Agreement is made by and between Complete Cities Planning Group, LLC, a Florida limited liability company (hereinafter referred to as "CONSULTANT"), and the TOWN OF SOUTHWEST RANCHES, a municipal corporation of the State of Florida (hereinafter referred to as "TOWN").

WHEREAS, Complete Cities Planning Group, LLC (CONSULTANT) is the Town's current provider of planning, zoning, and land use services; and

WHEREAS, to maintain the continuity of these services, the Town Council desires to renew its services agreement with CONSULTANT; and

WHEREAS, CONSULTANT and the TOWN desire to enter into an Agreement for the provision of planning, zoning, and land use services by CONSULTANT 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, CONSULTANT and TOWN do hereby agree as follows:

ARTICLE 1
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 CONSULTANT to provide planning, zoning, and land use services for the TOWN, as may be amended from time to time, and in furtherance of the direction of the Town Council and Town Administration.

1.3 The TOWN and CONSULTANT find that the method of delivery of planning, zoning, and land use services set forth in this Agreement is in the best interest of the public and can be best accomplished through provision of such services as set forth herein.

ARTICLE 2
SCOPE OF SERVICES

2.1 CONSULTANT agrees to provide planning, zoning, and land use services pursuant to Schedule "A" attached (hereinafter referred to as "Scope of Services", "Services", or "Work").

2.2 CONSULTANT shall be responsible for providing that all data, exhibits or reports accompanying or supporting the recommendations are current, reliable, valid and reflective of the local conditions on or affecting the Town.

2.3 CONSULTANT shall be responsive to the general public, emphasizing extensive community contact, in accordance with policies and procedures as required by the Town Administrator. CONSULTANT shall closely coordinate all steps in the development of recommendations with the Town Administrator.

2.4 CONSULTANT shall be available upon request for staff support services at meetings of the Town Council or its boards.

2.5 The recommendations are to be based on and consistent with the zoning code and the comprehensive plan.

2.6 CONSULTANT shall review planning, zoning, and permitting applications within the timeframes developed by CONSULTANT in conjunction with the Town Administrator and, where appropriate, adopted by the Town Council; provided, however, that in all cases CONSULTANT shall complete its review in sufficient time to allow the TOWN to meet every deadline imposed by applicable law, including without limitation Sections 166.033 and 553.792, Florida Statutes. CONSULTANT shall promptly notify the Town Administrator in writing of any application for which a statutory deadline is at risk. Any fee reduction, refund, or waiver required by law that is attributable to CONSULTANT's failure to timely complete its review shall be borne by CONSULTANT, and the TOWN may set off such amount against any sums due to CONSULTANT.

2.7 Planning and zoning review and development permit review shall be provided on a cost-recovery basis, such that the cost is borne by the applicant through application fees, deposits, and administrative fees established by resolution of the Town Council and collected by the TOWN. CONSULTANT shall track its time against each application deposit and shall notify the Town Administrator in writing when

the remaining balance of any deposit falls below twenty-five percent (25%) of the original deposit. Except for work necessary to meet a statutory deadline, CONSULTANT shall suspend work on any application whose deposit has been exhausted until the TOWN confirms that the deposit has been replenished. The TOWN shall have no obligation to compensate CONSULTANT for cost-recovery Work performed after a deposit is exhausted unless CONSULTANT timely provided the notice required by this Section or the Town Administrator authorized such Work in writing. The administrative fee is a TOWN fee, is collected and retained by the TOWN, and is not additional compensation to CONSULTANT.

2.8 CONSULTANT will work with Town Administrator and staff to provide information concerning planning and zoning review, to include frequently asked questions about the process that the TOWN may publish for the public.

ARTICLE 3
TERM OF AGREEMENT

3.1 This Agreement shall be effective as of October 1, 2026 (the "Effective Date") and shall continue in full force and effect for sixty (60) months, unless earlier terminated in accordance with this Article. Any services performed by CONSULTANT between the Effective Date and the date of Town Council approval of this Agreement are hereby ratified and shall be governed by and compensated under this Agreement. The term may be extended for up to two (2) additional five (5) year terms upon the mutual written agreement of the parties, approved by resolution of the Town Council and executed no later than ninety (90) days before the expiration of the then-current term.

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. The TOWN may terminate this Agreement upon sixty (60) days' written notice, and CONSULTANT may terminate this Agreement upon one hundred twenty (120) days' written notice. Notwithstanding the foregoing, the TOWN may terminate this Agreement immediately upon written notice for CONSULTANT's breach of Sections 7.2, 8.2, or 25.3, or of Articles 26, 27, or 28. In the event that this Agreement is terminated, CONSULTANT shall solely be paid for any work performed up to the date of termination and CONSULTANT shall not be entitled to any additional compensation, of any kind or in any amount, from TOWN as a result of being terminated. CONSULTANT specifically waives any and all rights to seek any additional sums or damages from TOWN due to being terminated other than CONSULTANT's sole right to be paid for any work performed up to the date this Agreement is terminated. Upon the effective date of termination, CONSULTANT

shall refrain from performing further work for the TOWN or incurring additional expenses.

3.3 In the event of termination or expiration of this Agreement, CONSULTANT and TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from CONSULTANT to such other person or entity designated by the TOWN, who will assume planning, zoning, and land use services, including the transfer to the TOWN of all files and records in possession of CONSULTANT which relate to the TOWN'S planning, zoning, and land use services.

ARTICLE 4
COMPENSATION

4.1 CONSULTANT shall provide planning, zoning, and land use services, as described in Schedule "A", to the TOWN by hourly rate as described in Schedule "B". Hourly rates will be increased yearly at a rate of three percent (3%) each fiscal year. After completion of three (3) years under the initial contract at an annual increase of three percent (3%), annual increases for Work that is not cost-recovery will be based on the Consumer Price Index or ("CPI") or three percent (3%), whichever is less. "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U), Miami-Fort Lauderdale-West Palm Beach, FL, All Items, not seasonally adjusted, published by the U.S. Bureau of Labor Statistics ("CPI"). The CPI adjustment for each fiscal year shall be the percentage change in CPI for the twelve (12) months ending in August immediately preceding October 1 of that fiscal year. If the index is discontinued, the parties shall use the most nearly comparable index published by the Bureau of Labor Statistics. The hourly rate for cost recovery Work shall continue to increase at a rate of three percent (3%) each fiscal year. CONSULTANT shall be compensated one month in arrears. Payment for Work that is not subject to cost recovery shall be limited to the TOWN'S budget allocation for CONSULTANT'S services unless authorized in writing by the Town Administrator based upon availability of other budgeted funds.

4.1.1 "Qualifying Legislation" means Amendment 3 to the Florida Constitution appearing on the November 3, 2026 general election ballot, or any subsequent constitutional amendment, general law, or special law approved or enacted after the Effective Date that increases ad valorem tax exemptions or limits ad valorem tax assessments or revenues. A "Qualifying Year" is any fiscal year, after Qualifying Legislation takes effect, in which the TOWN's General Fund total revenue in TOWN'S adopted budget is ten percent (10%) or more below the General Fund total revenue of $25,378,428 in the TOWN's adopted budget for Fiscal Year 2025-2026. In each Qualifying Year, the hourly rates set forth in Schedule "C" shall apply. For any fiscal year that is not a Qualifying Year, the rates set forth in Schedule "B" shall apply, as adjusted under Section 4.1 as though no Qualifying Year had occurred.

4.1.2 Whether a fiscal year is a Qualifying Year shall be determined solely from the TOWN's adopted budget for that fiscal year. The TOWN shall notify CONSULTANT in writing within fifteen (15) days after adoption of its budget whether that fiscal year is a Qualifying Year. Failure to provide timely notice shall not affect that determination. Schedule "C" rates shall apply to all Work performed on or after October 1 of the Qualifying Year, and the TOWN may credit any overpayment against subsequent invoices.

4.2 TOWN and CONSULTANT agree that payment of CONSULTANT'S invoices will be provided in accordance with Florida's Prompt Payment Act but within thirty (30) days of the Town Administrator's receipt and approval of an invoice in acceptable form. Payment may be withheld for material failure of CONSULTANT to comply, in whole or in part, with any term, condition, or requirement of this Agreement that pertains directly to specific work for which payment is claimed on an invoice. Payment of work not affected by such noncompliance shall not be withheld and shall be paid within the time provided above. TOWN shall give CONSULTANT written notice of any withholding within fifteen (15) business days of receipt of the invoice, specifying the noncompliance, the amount withheld, and the action reasonably necessary to cure. The TOWN's failure to provide such notice within such period shall not constitute a waiver of the TOWN's right to withhold payment for the noncompliance. Upon cure or resolution of the noncompliance, TOWN shall pay the withheld amount in no more than thirty (30) days in accordance with Florida's Prompt Payment Act.

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 except as otherwise required by law.

ARTICLE 5
INDEMNIFICATION, LIABILITY & INSURANCE

5.1 To the fullest extent permitted by law, CONSULTANT shall defend, indemnify, and hold harmless the TOWN and its elected and appointed officials, officers, employees, and agents from and against any and all claims, liabilities, damages, losses, fines, penalties, and costs, including reasonable attorneys' fees and costs at all tribunal levels, including the trial level and all appeals, to the extent caused by (a) the negligence, recklessness, malfeasance, or intentional wrongful misconduct of CONSULTANT or any person employed or utilized by CONSULTANT in the performance of the Work; (b) CONSULTANT's breach of this Agreement; or (c) CONSULTANT's violation of any applicable law, including Chapter 119, Florida Statutes. Such defense shall be provided by counsel reasonably acceptable to the TOWN. TOWN and CONSULTANT agree that 1% of the compensation due to CONSULTANT from TOWN pursuant to this Agreement is offered and accepted as

sufficient separate consideration for CONSULTANT's agreement to indemnify the indemnitees described in this paragraph. CONSULTANT shall be fully responsible for the acts and omissions of its agents, employees, subcontractors, and subconsultants. Nothing herein shall be construed as a waiver of the TOWN's sovereign immunity or of the limits of liability set forth in Section 768.28, Florida Statutes, or as consent by the TOWN to be sued by third parties in any matter, whether arising out of this Agreement or any other contract.

5.2 Without limiting any of the other obligations or liabilities of CONSULTANT, CONSULTANT shall provide, pay for, and maintain in force all insurance specified herein. The TOWN shall be named as an additional insured on all insurance policies required by this Article to be acquired by CONSULTANT for the Work, except as provided in Section 5.6(d). The TOWN shall 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 with an A.M. Best rating of A- VII or better and the company must reasonably be acceptable to the TOWN. The insurance required by this Section shall also cover all Work performed by CONSULTANT'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. All policies shall include a waiver of subrogation in favor of the TOWN. The insurance coverages to be acquired and maintained by CONSULTANT are as follows:

5.3 Workers' Compensation Insurance, if required by law, to apply to employees in compliance with the "Workers' Compensation Law" of the State of Florida; and

5.4 Commercial General Liability Insurance: CONSULTANT shall provide commercial general liability insurance on ISO form CG 00 01 or its equivalent, with limits of not less than Five Hundred Thousand Dollars ($500,000.00) per occurrence and One Million Dollars ($1,000,000.00) in the aggregate, without restrictive endorsements, including coverage for: (a) premises and operations; (b) independent contractors; (c) contractual liability; (d) personal and advertising injury; and (e) bodily injury and property damage.

5.5 Automobile Liability Insurance: CONSULTANT shall provide automobile liability insurance covering owned, hired, and non-owned vehicles, with a combined single limit of not less than Five Hundred Thousand Dollars ($500,000.00) per occurrence.

5.6 Errors and Omissions Insurance: CONSULTANT shall provide and maintain errors and omissions insurance covering claims arising out of negligent acts, errors, or omissions in the performance of professional services under this Agreement, with limits of not less than Five Hundred Thousand Dollars ($500,000.00) per claim and One Million Dollars ($1,000,000.00) in the aggregate. Any deductible or self-insured retention exceeding Twenty-Five Thousand Dollars ($25,000.00) shall be

subject to the prior written approval of the Town Administrator, and CONSULTANT shall be solely responsible for payment of any deductible or self-insured retention.

(a) If the policy is written on a claims-made basis, the retroactive date shall be no later than the effective date of the Prior Agreement and shall not be advanced during the term of this Agreement or any extension thereof.

(b) CONSULTANT shall maintain such coverage continuously throughout the term of this Agreement, including any extensions, and for a period of not less than three (3) years following the expiration or termination of this Agreement. If such coverage is cancelled or not renewed and is not replaced with a policy bearing a retroactive date satisfying subsection (a), CONSULTANT shall purchase an extended reporting period of not less than three (3) years.

(c) The coverage required by this Section shall extend to professional services performed by CONSULTANT's employees and by any subcontractor or subconsultant approved under Article 8. Alternatively, CONSULTANT may require each such subcontractor or subconsultant to maintain errors and omissions insurance of the same type and in the same amounts required by this Section.

(d) The requirements of Section 5.2 that the TOWN be named as an additional insured and that coverage be primary and non-contributory shall not apply to the coverage required by this Section or to workers' compensation coverage. The TOWN shall be named as certificate holder on all such certificates.

5.7 CONSULTANT shall provide to TOWN a certificate of insurance and a copy of required insurance policies as required by this Article. 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.

5.8 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 CONSULTANT shall perform all of the Work enumerated in this Agreement solely as an independent contractor, and not as an employee of the TOWN. CONSULTANT shall be responsible for directing its efforts to the manner and means of accomplishing the Work to be performed hereunder by CONSULTANT.

6.2 Neither CONSULTANT 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.

6.3 Key Personnel. Jeff Katims shall serve as CONSULTANT's principal planner and primary point of contact for the TOWN. CONSULTANT shall not reassign or replace him without the prior written approval of the Town Administrator, except in the event of death, disability, or termination of employment, in which case CONSULTANT shall propose a qualified replacement for the Town Administrator's approval within fifteen (15) days. Upon the written request of the Town Administrator, CONSULTANT shall promptly remove from the TOWN's Work any employee or subconsultant whom the Town Administrator reasonably deems unsatisfactory.

6.4 Non-Exclusivity. This Agreement is non-exclusive. The TOWN may retain other consultants to provide planning, zoning, or land use services, including where CONSULTANT has a conflict of interest or for specific projects, without liability to CONSULTANT.

ARTICLE 7
AUDIT RIGHT, RETENTION OF RECORDS, AND PUBLIC RECORDS

7.1 TOWN shall have the right to audit the books, records, computer records, electronically stored data, and accounts of CONSULTANT that are related to this Agreement. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. CONSULTANT 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 longer of (i) the retention period required by Chapter 119, Florida Statutes, and the General Records Schedules adopted by the Florida Department of State, or (ii) five (5) years after the expiration or termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of such period, the books, records, and accounts shall be retained until resolution of the audit findings. 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.

7.2 CONSULTANT acknowledges that, in performing the Work, it is acting on behalf of the TOWN within the meaning of Sections 119.011(2) and 119.0701, Florida Statutes. CONSULTANT shall comply with Chapter 119, Florida Statutes, and specifically shall:

(a) Keep and maintain public records required by the TOWN to perform the service.

(b) Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if CONSULTANT does not transfer the records to the TOWN.

(d) Upon completion of this Agreement, transfer, at no cost, to the TOWN all public records in possession of CONSULTANT or keep and maintain public records required by the TOWN to perform the service. If CONSULTANT transfers all public records to the TOWN upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

(e) A request to inspect or copy public records relating to this Agreement must be made directly to the TOWN. If CONSULTANT receives such a request, it shall immediately forward the request to the TOWN's custodian of public records. If the TOWN does not possess the requested records, the TOWN shall immediately notify CONSULTANT of the request, and CONSULTANT shall provide the records to the TOWN or allow the records to be inspected or copied within a reasonable time. CONSULTANT acknowledges that a contractor who fails to provide public records to the TOWN within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

(f) CONSULTANT's failure to comply with this Section shall constitute a material breach of this Agreement, entitling the TOWN to terminate this Agreement immediately upon written notice. CONSULTANT shall indemnify the TOWN for any attorneys' fees, costs, and other amounts assessed against the TOWN arising from CONSULTANT's noncompliance.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST

RANCHES, FL 33330; (954) 434-0008; druesga@southwestranches.org

ARTICLE 8
SUBCONTRACTING & ASSIGNMENT

8.1 All substantive work to be performed pursuant to the terms of this Agreement shall be performed by CONSULTANT. No work shall be subcontracted to other parties, firms, or individuals by CONSULTANT without the prior written consent of the Town Administrator, which will not be unreasonably withheld. CONSULTANT 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.

8.2 CONSULTANT shall not assign, transfer, or delegate this Agreement or any right or obligation hereunder, in whole or in part, without the prior approval of the Town Council. Any transfer of more than fifty percent (50%) of the ownership or voting interests in CONSULTANT, and any merger, consolidation, or sale of all or substantially all of CONSULTANT's assets, shall constitute an assignment. Any purported assignment without such approval shall be void and shall constitute grounds for immediate termination of this Agreement by the TOWN.

ARTICLE 9
OWNERSHIP RIGHTS

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

ARTICLE 10
NONDISCRIMINATION

10.1 CONSULTANT 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. CONSULTANT 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, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

10.2 CONSULTANT'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, or national origin.

ARTICLE 11
ENTIRE AGREEMENT

11.1 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; provided, however, that nothing in this Agreement shall be construed to extinguish, waive, release, or impair any right, claim, obligation, or liability of either party that accrued before the Effective Date under the prior agreement between the parties (the "Prior Agreement"), including CONSULTANT's right to payment for work performed thereunder and the parties' respective indemnification, insurance, and records retention obligations with respect to work performed under the Prior Agreement, all of which shall survive in accordance with their terms. Nothing in this Section shall revive any right or claim that is otherwise waived or time-barred.

ARTICLE 12
CONSTRUCTION

12.1 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 13
FURTHER ASSURANCES

13.1 TOWN and CONSULTANT 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 14
COUNTERPARTS

14.1 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 15
NO AMENDMENT OR WAIVER

15.1 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 16
SEVERABILITY

16.1 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 17
PROFESSIONAL ASSURANCES

17.1 CONSULTANT shall perform all services under this Agreement in accordance with the standard of care used by similar professional local government planners 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 18
NOTICE

18.1 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
Russell Muñiz, Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330

And

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 S. Andrews Avenue
Suite 601
Fort Lauderdale, FL 33301

For Complete Cities Planning Group, LLC:

Complete Cities Planning Group, LLC
Attn: Jeff Katims, Principal
200 S. Andrews Avenue
Suite 504
Fort Lauderdale, FL 33301

ARTICLE 19
RESOLUTION OF DISPUTES

19.1 To prevent litigation, it is agreed by the parties hereto that the 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 CONSULTANT 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.

19.2 To further prevent litigation, the parties shall endeavor to resolve any and all claims arising from this Agreement by mediation. A request for mediation shall be filed, in writing, with the other party to the Agreement. To the extent litigation is permitted under this Agreement, 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 20
APPLICABLE LAW & VENUE; WAIVER OF JURY TRIAL

20.1 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 in and for Broward County, Florida.

BY ENTERING INTO THIS AGREEMENT, CONSULTANT 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 21
ENFORCEMENT; ATTORNEYS' FEES

21.1 The TOWN and CONSULTANT 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 CONSULTANT 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 attorneys' 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 22
REPRESENTATION OF AUTHORITY

22.1 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 23
SURVIVABILITY

23.1 ARTICLE 3 of this Agreement entitled "TERM OF AGREEMENT" Section 3.3; ARTICLE 5 of this Agreement entitled "INDEMNIFICATION, LIABILITY & INSURANCE"; ARTICLE 7 of this Agreement entitled "AUDIT RIGHT, RETENTION OF RECORDS, AND PUBLIC RECORDS"; ARTICLE 9 of this Agreement entitled "OWNERSHIP RIGHTS"; ARTICLE 13 of this Agreement entitled "FURTHER ASSURANCES"; ARTICLE 19 of this Agreement entitled "RESOLUTION OF DISPUTES"; ARTICLE 20 of this Agreement entitled "APPLICABLE LAW & VENUE; WAIVER OF JURY TRIAL"; ARTICLE 21 of this Agreement entitled "ENFORCEMENT; ATTORNEY'S FEES"; and SECTION 25.3 ("Conflicts") of ARTICLE 25 entitled "MISCELLANEOUS" shall survive the termination, cancellation, or expiration of this Agreement for any reason whatsoever.

ARTICLE 24
COMPLIANCE WITH LAWS

24.1 CONSULTANT 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 25
MISCELLANEOUS

25.1 Performance: CONSULTANT 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.

25.2 Materiality and Waiver of Breach: CONSULTANT 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.

25.3 Conflicts:

(a) 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. Without limiting the foregoing, during the term of this Agreement CONSULTANT shall not, without the prior written consent of the Town Administrator, (i) represent or provide services to any applicant, property owner, or other person in connection with any application, permit, or other matter pending before, or to be filed with, the TOWN; or (ii) represent any person in any matter adverse to the TOWN before any governmental body, including Broward County and adjacent local governments. CONSULTANT shall disclose any potential conflict to the Town Administrator in writing promptly upon becoming aware of it.

(b) Neither party nor any of its officers or employees shall, during the term of this Agreement and for three (3) years thereafter with respect to any matter on which CONSULTANT performed Work, serve as an expert witness against the other party in any legal or administrative proceeding in which he or she is not a party, or give sworn testimony or issue a report or writing expressing his or her expert opinion that is adverse or prejudicial to the interests of the other party in connection with any such pending or threatened proceeding, unless compelled by court or Division of Administrative Hearings process.

(c) Nothing in this Section shall restrict, or be construed to restrict, CONSULTANT's independent professional analysis, findings, recommendations, staff reports, or testimony rendered in the performance of the Scope of Services, including at quasi-judicial hearings, all of which shall reflect CONSULTANT's independent professional judgment.

(d) The limitations of this Section shall not preclude either party or any other person from representing themselves in any action or in any administrative or legal proceeding.

25.4 Drug-Free Workplace: CONSULTANT shall operate a drug-free workplace, in compliance with State and Federal law.

ARTICLE 26
HUMAN TRAFFICKING DISCLOSURE

26.1 Pursuant to Section 787.06(13), Florida Statutes, CONSULTANT shall deliver, upon execution of this Agreement and upon any extension or renewal, an affidavit in the form approved by the Town, signed by an officer or representative of CONSULTANT under penalty of perjury, attesting that CONSULTANT does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

ARTICLE 27
A FOREIGN COUNTRY OF CONCERN

27.1 In accordance with §288.860, Florida Statutes, TOWN may not participate in an agreement with any foreign principal organized under the laws of, or having its principal place of business in, a foreign country of concern as defined by §288.860(1), Florida Statutes, as may be amended from time to time, or a subsidiary thereof. CONSULTANT affirms and represents that it is not a foreign principal of a foreign country of concern, and in the event of any assignment to such foreign principal, this Agreement shall be subject to immediate termination by TOWN. The CONSULTANT's acceptance of this Agreement constitutes its confirmation and attestation that it is not a foreign principal of foreign contry of concern.

27.2 Pursuant to Section 287.138, Florida Statutes, CONSULTANT shall deliver, upon execution of this Agreement and upon any extension or renewal, an affidavit in the form approved by the Town, signed by an officer or representative of CONSULTANT under penalty of perjury, attesting that CONSULTANT meets the requirements of Section 287.138, Florida Statutes.

ARTICLE 28
E-VERIFY

28.1 Pursuant to Section 448.095(5), Florida Statutes, CONSULTANT and each of its subcontractors and subconsultants shall register with and use the E-Verify system to verify the work authorization status of all new employees. CONSULTANT represents that it is registered with and uses the E-Verify system. If CONSULTANT enters into a contract with a subcontractor or subconsultant, the subcontractor or subconsultant shall provide CONSULTANT with an affidavit stating that it does not employ, contract with, or subcontract with an unauthorized alien, and CONSULTANT shall maintain a copy of such affidavit for the duration of this Agreement and provide it to the TOWN upon request.

28.2 If the TOWN has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes, the TOWN shall terminate this Agreement. If the TOWN has a good faith belief that a subcontractor or subconsultant knowingly violated Section 448.095(5), Florida Statutes, but CONSULTANT otherwise complied, the TOWN shall promptly notify CONSULTANT and order CONSULTANT to immediately terminate its contract with the subcontractor or subconsultant. If the TOWN terminates this Agreement under this Section, CONSULTANT may not be awarded a public contract for at least one (1) year after the date of termination, and CONSULTANT shall be liable for any additional costs incurred by the TOWN as a result of the termination.

ARTICLE 29
SCRUTINIZED COMPANIES; PUBLIC ENTITY CRIMES

29.1 CONSULTANT certifies that it is not on the Scrutinized Companies that Boycott Israel List, is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and has not been engaged in business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes. The TOWN may terminate this Agreement if CONSULTANT is found to have submitted a false certification or is placed on any such list.

29.2 CONSULTANT represents that neither it nor any affiliate has been placed on the convicted vendor list maintained under Section 287.133, Florida Statutes, within the thirty-six (36) months preceding the Effective Date.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: Complete Cities Planning Group, LLC, through its Principal, Jeff Katims, 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 8th day of October, 2026.

WITNESSES:

Julio Medina

Julio Medina

Complete Cities Planning Group, LLC

By: _____
Jeff Katims, Principal

21 day of October, 2026

WITNESSES:

Angeli Serpani

Angeli Serpani

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitkreuz, Mayor

8th day of October, 2026

ATTEST:

JRMCarty, for

Debra M. Ruesga, CMC, Town Clerk

APPROVED AS TO FORM:

By: _____
Keith M. Poliakoff, J.D.
Town Attorney
1001.2026.098

SCHEDULE "A"

Scope of Services

The Scope of Services has been defined in the following five (5) specific service categories as defined below:

Development Permit Review

This service is the review and processing of building permit applications for compliance with zoning regulations and standards, and, where engineering review is required, for compliance with engineering regulations and standards, provided that any engineering review shall be performed by a professional engineer licensed in Florida, engaged in accordance with Article 8. This includes, for example, the review and processing of requests for new primary construction as well as ancillary construction of items such as pools, fences, barns and sheds. These services also include on-site inspection of construction and landscaping to ensure conformance with approved plans.

The services are provided on a cost recovery basis through the use of application fees and administrative fees established by Resolution approved by the Town of Southwest Ranches. Application fees and administrative fees will be paid to the TOWN and CONSULTANT will be paid based upon actual services performed.

The services will be provided based upon agreed upon processes that will consider the service needs of the Town residents. Agreed upon processes will be developed in coordination with the Town Administrator.

Planning and Zoning Review

This service is provided to the TOWN in review of applications for various land use and zoning issues. These include, but are not limited to, the review of requests for land use plan amendments; rezoning; development agreements; plats; waivers of plat; variances; special permits; special exceptions; easement and right-of-way abandonments; and site plans. The review process for these services includes, but is not limited to, the analysis of the impact of the request in conjunction with the evaluation criteria set forth in the comprehensive plan, Unified Land Development Code ("ULDC") , as applicable; meetings with applicants and appropriate representatives; site visits; preparation of a written analysis that includes a recommendation with findings of fact; and presentation of the issue before the Town Council in the appropriate venue, when applicable, which is normally a quasi-judicial public hearing. The service also includes providing relevant information to Town officials concerning planning and zoning issues, as well as updating the official zoning and land use plan maps, as necessary and appropriate.

The services are provided on a cost recovery basis through the use of application fee deposits and administrative fees established by Resolution approved by the Town of Southwest Ranches. Application fee deposits and administrative fees will be paid to the TOWN and CONSULTANT will be paid based upon actual services performed.

The services will be provided based upon agreed upon processes that will consider the service needs of the Town residents. Agreed upon processes will be developed in coordination with the Town Administrator.

ULDC and Comprehensive Plan Amendment Preparation

CONSULTANT shall develop any amendments to the ULDC and Comprehensive Plan. The development of these amendments includes coordination with Town staff for any required advertisements and public hearings, and coordination with Broward County officials, state agencies and adjacent local government officials, as applicable.

Specific Projects and Reviews

CONSULTANT may provide services for specific small-scale projects that focus on a limited or specific area and may provide services for large-scale projects that impact most or all of the Town, such as land use impact analysis, demographic trends, statistical analysis and basic research.

Other Planning Services

CONSULTANT shall assist the public with planning and zoning questions, facilitate the Comprehensive Plan Advisory Board (CPAB), assist and coordinate with other Town staff in matters of overlapping expertise or purview, assist the Town Attorney with code enforcement and Town litigation matters as requested, and review state and county legislative changes that affect zoning and land use regulation within the Town. CONSULTANT shall also provide such other planning services as may be directed by the Town Council or the Town Administrator, which may include representing the Town on intergovernmental committees such as the Staff Working Group (a creation of the Interlocal Agreement for Public School Facility Planning), occasionally coordinating with advisory boards other than CPAB on zoning and land use matters of overlapping purview, and other services or activities as may be assigned.

SCHEDULE "B"
Hourly Rate Schedule

(i) For non-cost recovery: $162 per hour with an annual three percent (3%) escalator for the first three years that the contract is in full force and effect. After completion of three (3) years under the initial contract at an annual increase of three percent (3%), annual increases will be based on CPI or three percent (3%), whichever is less.

(ii) For cost recovery: $188/hour with an annual 3% escalator for each year the contract is in full force and effect.

SCHEDULE "C"
QUALIFYING YEAR HOURLY RATE SCHEDULE

For each Qualifying Year as defined in Section 4.1.1:

(i) the hourly rate for non-cost-recovery Work in Schedule "B" shall be the rate in effect for the immediately preceding fiscal year less $12.00 and the annual escalator shall be suspended as to such Work for that fiscal year;

(ii) the hourly rate for cost-recovery Work in Schedule "B" shall be increased by $10.00 per hour.