

RESOLUTION NO. 2016-065

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SEVENTH AMENDMENT TO THE AGREEMENT WITH CSI CODE SERVICES, INC. ("CSI"); EXTENDING THE AGREEMENT FOR AN ADDITIONAL FIVE YEAR TERM; INCREASING THE COMPENSATION EFFECTIVE OCTOBER 1, 2017; PROVIDING FOR THE LEASE OF OFFICE SPACE COMMENCING OCTOBER 1, 2017; APPROVING A POST-DISASTER RELIEF AGREEMENT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 29, 2006, pursuant to Resolution No. 2006-051, the Town Council approved an agreement with 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, 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, 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, On September 15, 2014, pursuant to Resolution No 2014-059 the Town approved the Sixth Amendment to its Agreement with CSI, which included the

provision of additional zoning services and it extended the term of the Agreement until September 30, 2017; and

WHEREAS, the Town desires to modify its Agreement with CSI to extend CSI's term, to increase CSI's compensation, to provide for the lease of office space, and to provide an agreement for post-disaster relief; and

WHEREAS, this Resolution also seeks to satisfy Section 2-203 (f) of the Town's Procurement Code, which requires Town Council approval for leases of all Town property.

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 Seventh Amendment to the Agreement with Code Services, Inc. (CSI) 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 modification in substantially the same form as that attached hereto as Exhibit "A," and to make any and all changes necessary and proper to effectuate the intent of this Resolution.

Section 4. This Resolution shall take effect immediately upon its adoption.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 29th day of September, 2016, on a motion by [Signature] and

seconded by Jim Fisikelli.

Nelson
McKay
Breitkreuz
Fisikelli
Jablonski

Ayes
Nays
Absent

5
0
0

Jeff Nelson
Jeff Nelson, Mayor

ATTEST:
Russell Muñiz
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:
Keith Poliakoff
Keith Poliakoff, J.D., Town Attorney

113538547.1

EXHIBIT "A"

SEVENTH MODIFICATION TO AGREEMENT

THIS SEVENTH MODIFICATION TO AGREEMENT entered into as of the 29th day of September, 2016 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 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, 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, 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, On September 15, 2014, pursuant to Resolution No 2014-059 the Town approved the Sixth Amendment to its Agreement with CSI, which included the provision of additional zoning services and it extended the term of the Agreement until September 30, 2017; and

WHEREAS, the Town desires to modify its Agreement with CSI to extend CSI's term, to increase CSI's compensation, to provide for the lease of office space, and to provide for the provision of emergency services; and

WHEREAS, this Seventh Amendment to the Agreement seeks to effectuate the agreement of both parties as specifically 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. Section 2.9 of Article 2 "Scope of Services" shall be amended to read as follows:

2.9 Commencing on October 1, 2017, TOWN shall lease to CSI, at a monthly fee of Five Hundred Dollars (\$500.00) per month, two rooms in 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 rooms shall be in the sole discretion of the Town Administrator, and is subject to change.

3. Section 2.10 of Article 2 "Scope of Services" shall be created to read as follows:

2.10 In addition to the above services, during a declared state of local emergency, CSI shall work with the Town to provide, at the sole direction of the Town Administrator, post disaster assistance. The scope of such service, and the fee for such service, shall be as specifically delineated in the attached

executed Post Disaster Relief Agreement, which has been attached hereto and is incorporated herein by reference.

4. 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 ~~September 30, 2017~~ September 30, 2022, with extensions to be approved by the TOWN and CSI, unless earlier terminated in accordance with paragraph 3.2 hereof.

5. Section 4.1 of Article 4 "Compensation" shall be amended to read as follows:

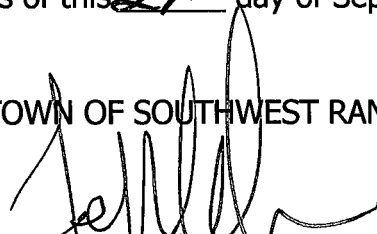
4.1 CSI shall provide Code Compliance Services, as described herein and in Exhibit "A", to the Town for an Annual Fee of One Hundred and Twenty Five Thousand Dollars and Zero Cents (\$125,000.00), which shall be paid in monthly installments of Ten Thousand Four Hundred and Sixteen Dollars and Sixty Five Cents (\$10,416.65.) In consideration of CSI's agreement to hire a part time administrative coordinator for at least 128 hours per month, commencing on October 1, 2017, such annual compensation shall be increased to an Annual Fee of One Hundred and Forty Four Thousand Seven Hundred Dollars and Zero Cents (\$144,700.00), which shall be paid in monthly installments of Twelve Thousand Fifty Eight Dollars and Thirty Three Cents (\$12,058.33). In the event that a secondary certified code enforcement officer is not assigned to the Town, the Town's monthly payment, or prorated portion thereof, shall be reduced to ~~Six Thousand Two Hundred and Fifty Dollars and Zero Cents (\$6,250.)~~ Seven Thousand Seven Hundred and Ninety One Dollars and Sixty Seven Cents (\$7,791.61), until such time as a secondary certified code officer has been assigned to the Town, which in no event shall be more than sixty (60) days, unless the Town Administrator grants an extension for good cause shown. In the event that the part time administrative coordinator is not assigned to the Town, the Town's monthly payment, or prorated portion thereof, shall be reduced to Ten Thousand Four Hundred and Sixteen Dollars and Sixty Five Cents (\$10,416.65.), until such time as a new part time administrative coordinator has been

assigned to the Town, which in no event shall be more than sixty (60) days, unless the Town Administrator grants an extension for good cause shown. 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 ~~compensation of the enforcement officers fail to perform if the officer(s) fail to perform~~ or if the code enforcement officer(s) or part time administrative coordinator provide services below the minimum hourly requirement as delineated in Section 2.1 above.

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

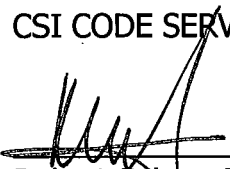
IN WHITNESS WHEREOF, this Extension and Modification is accepted and executed as of this 29th day of September, 2016.

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, J.D., Town Attorney

POST-DISASTER RELIEF AGREEMENT
FOR EMERGENCY BUILDING CODE ENFORCEMENT SERVICES

This Post-Disaster Relief Agreement for Emergency Building Code Enforcement Services ("Agreement") is entered into this 29th day of September, 2016, by and between Code Services Incorporated, a Florida corporation ("Consultant"), whose address is 4839 SW 148 Avenue # 217, Davie, Florida 33330 and Town of Southwest Ranches, a Florida municipal corporation, whose address is 13400 Griffin Road, Southwest Ranches, Florida 33330.

WITNESSETH:

WHEREAS, Consultant currently provides code enforcement services for the Town and the Consultant has agreed to provide disaster response and recovery services to the Town in the event a state of local emergency is declared; and

WHEREAS, this Agreement is necessary in order for the Town to be eligible for FEMA reimbursement for any disaster or emergency event work that Consultant participates/assists in as described herein and as defined in Exhibit 2, on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing premises, the mutual terms and conditions herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Consultant hereby agree to the following terms and conditions.

Section 1: Scope of Services – Emergency Management

- 1.1 During a declared state of local emergency, the Code Enforcement Official and/or staff shall arrive at the Town's Municipal Emergency Operations Center ("MEOC") upon the establishment of the MEOC command site, and remain at the site until it's no longer operational or discharged by the Incident Commander. CONSULTANT shall be responsible for staffing the MEOC when operational and assisting with damage assessment and safety inspections. The Code Enforcement Officer and/or staff shall have immediate access to building plans and other essential building information.
- 1.2 CONSULTANT shall work with the Town during post disaster (natural or man-made) times, in restoring Comprehensive Building Code Services pursuant to the Florida Building Code and executed order of the Governor or Town Administrator. CONSULTANT shall provide personnel to assist with damage assessment teams. CONSULTANT shall serve as a resource and consultant in the relevant discipline areas, assisting the operational decision making process and performing other duties as deemed necessary to restore overall safety and services.
- 1.3 CONSULTANT shall provide personnel in each discipline who shall be able to respond within one (1) hour (24 hours/day/7 days/week) to any type of emergency call-out by the Town's Fire Rescue, Law Enforcement or any authorized Town representative.
- 1.4 Consultant shall participate/assists in disaster or emergency event work as defined in Exhibit 2 set forth herein.
- 1.5 The parties acknowledge and agree that the TOWN will seek recovery of reimbursable expenses from the Federal Emergency Management Agency (FEMA) or other appropriate agencies, if applicable, and therefore the CONSULTANT shall perform all services in accordance with FEMA guidelines.

- 1.6 It is the intent of this Agreement for CONSULTANT to provide disaster recovery technical assistance to TOWN, as required. This service shall include Program Management Assistance.
- 1.7 CONSULTANT shall provide and pay for all labor, tools, equipment, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the services within the time specified in the Task Authorization.

Section 2: Term of the Agreement

- 2.1 This Agreement shall continue in full force and effect from the date of the execution until September 30, 2022

Section 3: Compensation & Method of Payment

- 3.1 The parties acknowledge that current FEMA guidelines require that all payments be based on time and material costs for work performed during the first 70 hours of actual work following a disaster event. Payment will only be made for debris that FEMA determines eligible. In the event CONSULTANT's rates exceed FEMA rates, FEMA rates shall apply.
- 3.2 Consultant shall continue to be paid in accordance with Exhibit 1 herein. Upon the service of a notice of termination in accordance with paragraph 2.1 above, Consultant shall be paid for services rendered in accordance with the Agreement through the effective date of the termination. For example, if a Termination Notice is served, Consultant shall be paid for any services properly rendered through the expiration of the subsequent Monthly Period. If the Town serves an Immediate Termination Notice, Consultant shall be paid for any services properly rendered through the date of service of the Immediate Termination Notice.
- 3.3 Consultant shall continue to be paid in accordance with applicable provisions of the Agreement. Upon the service of a notice of termination in accordance with paragraph 2.1 above, Consultant shall be paid for services rendered in accordance with the Agreement through the effective date of the termination. For example, if a Termination Notice is served, Consultant shall be paid for any services properly rendered through the expiration of the subsequent Monthly Period. If the Town serves an Immediate Termination Notice, Consultant shall be paid for any services properly rendered through the date of service of the Immediate Termination Notice.
- 3.3 Notwithstanding anything to the contrary in the Agreement or herein, Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the term of the Agreement, as extended hereby. In the event the cost of the Work exceeds the amounts defined in the Agreement, Consultant shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Contract Price pursuant to any written Change Order duly executed by Town and Consultant in accordance with the terms and conditions of the Agreement, and with the same formality and of equal dignity associated with the original execution of the Agreement.

Section 4: FEMA REIMBURSEMENTS

- 4.1 CONSULTANT shall assist the TOWN in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHA) or designated local agencies, relating to costs arising out of debris management. This may include, but is not limited to, the timely completion and submittal of

reimbursement requests, preparation, and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries. This service shall be provided, as required, at no additional cost to TOWN.

- 4.2 During the FEMA or FHA audit phases, CONSULTANT shall make available all records related to the performance of the services under this Agreement.

Section 5: FEDERAL-AID REQUIREMENTS

5.1 Consultant shall comply with the following basic federal-aid requirements that must be followed for emergency repair projects and permanent restorations projects. These requirements apply to all state and local agency contracts for both emergency and permanent restoration types of projects. These agency contracts cannot be waived just because there is a State or FEMA emergency declaration.

5.2 Federal Highway Administration Emergency Relief Program:

A. The parties acknowledge that from time to time, if applicable, the TOWN may seek reimbursement involving the Federal Highway Administration (FHWA) Emergency Relief Program funds. CONSULTANT acknowledges that, if applicable, CONSULTANT will be required to adhere to additional requirements that include:

- (1) Compliance with Davis-Bacon wage rates, including the wage rate tables, Incorporated herein by reference and available at <http://www.dastateil.us/construction/wage/htm>;
- (2) Coordination with the State of Florida Department of Transportation to assure compliance with the requirements of the National Environmental Policy Act (NEPA) of 1969;
- (3) Compliance with all requirements of the Americans with Disabilities Act of 1990 (ADA), the regulations of the Federal government issued thereunder, and assurance by the Local Government pursuant thereto;
- (4) Compliance with the Federal "Buy America Requirements", a copy of which is attached hereto and incorporated herein as Exhibit "D";
- (5) Required contract provisions for Federal-Aid Construction Contracts (FHWA-1273), attached hereto and incorporated herein as Exhibit "D";
- (6) Compliance with CFR Part 26, Disadvantages Business Enterprise Program including the requirement to report monthly on the Equal Opportunity Reporting System on the website found at www.bipincwebapps.com/bizwebflorida; and
- (7) Compliance with the convict labor prohibition in 23 U.S.C. 114. Convict labor cannot be used in Emergency Relief Construction projects.

The parties acknowledge that the current agreement between the parties is strictly for debris removal work and that the Davis-Bacon and related acts (DBRA) provisions do not apply; however, pursuant to the requirements of FHWA, these provisions are required to be incorporated as part of this Agreement for if and

when they would become applicable. Therefore, FHWA-1273 is attached hereto and incorporated herein as Exhibit "D".

- (8) Compliance with the Copeland "Anti-Kickback" Act
(1) Consultant. The Consultant shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (9) Subcontracts. The Consultant or subConsultant shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subConsultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for the compliance by any subConsultant or lower tier subConsultant with all of these contract clauses.
- (10) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Consultant and subConsultant as provided in 29 C.F.R. § 5.12.
- (11) Must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Consultant must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.
- (12) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- (13) Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection

with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(14) Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of: (i) The actual cost of materials; and (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the Consultant for cost control or labor efficiency. Therefore, a time-and-materials contract must set a ceiling price that the Consultant exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the Consultant is using efficient methods and effective cost controls. **[Note that FEMA will previously reimbursed costs under a time-and-materials contract for only the first 70 hours of work performed.]**

- B. In accordance with FHWA-1273, the CONSULTANT acknowledges and agrees that thirty percent (30%) of the work must be performed with its own forces.
- C. In addition to the above, there are additional procedures necessary to receive reimbursement from FHWA for disaster recovery services on "On-System" and "Off-System" roadways as summarized in the Scope of Services. The CONSULTANT acknowledges and agrees that it is knowledgeable of these requirements, incorporated as part of the Florida Department of Transportation Contract Nos. Z4004-R0 and Z4007-R0, and shall adhere to same as amended from time to time.
- D. CONSULTANT acknowledges and agrees to adhere to all requirements of the Federal Emergency Management Agency (FEMA) and that it is knowledgeable of the applicable requirements and guidelines. CONSULTANT shall adhere to these requirements, as amended from time to time.

Section 6: Miscellaneous Provisions

A. CONSULTANT shall not enter upon private property for any reason without obtaining permission, and CONSULTANT shall be responsible for the preservation of all public and private property, along and adjacent to the work site(s) and shall use every precaution necessary to prevent damage and injury thereto. When or where any direct or indirect damage or injury is done to public or private property by or on account of the work, or in consequence of the non-execution thereof on the part of CONSULTANT, CONSULTANT shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing or rebuilding or otherwise restoring, as may be directed by the Town Administrator, or he shall make good such damage or injury in an acceptable manner.

B. **Joint Preparation.** Town and Consultant both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

Exhibit 1

ADDITIONAL FEES FOR EMERGENCY MANAGEMENT SERVICES - PROPOSED

Should the foregoing fees be in conflict with the current FEMA reimbursable schedule, the Town shall be governed by FEMA's reimbursable schedule and/or review.

- 1. Community Development Director \$39.00/hour
- 2. Code Enforcement Officer \$26.00/hour
- 3. Administrative Coordinator \$18.00/hour

Exhibit 2 Scope of Work

The Consultant shall assist in a pre-need, pre-event services to the Town during disaster or emergency events. Disasters include, natural events such as hurricanes, tornadoes, windstorms, floods and fires, as well as man-made events or emergencies such as civil unrest and terrorist attacks. In the event of a disaster or emergency, the Consultant shall service the Town first and be on-call to provide all support services necessary to insure the safety and well-being of all the Town's property. Consultant may also be called upon throughout the year to render services to assist the Town with special needs and events other than disasters, as determined by the Town Administrator.

Services may include, but not limited to, risk assessments of the Town's property, property damage recommendation(s) to repair the Town's property as a result of a disaster or other event, coordination of debris removal throughout the Town and any and all other directives from the Town Administrator or his or her Designee.

Consultant will work under the direction of the Town Administrator or his/her their Designee. The Town Administrator will issue the Notice to Proceed to start work and the notice to reduce resources and to end work.

Notice to Proceed means the written notice given by the Town Administrator or his/her their Designee to the Consultant of the date and time for work to start. Work shall commence as soon as possible upon receipt of the Notice to Proceed.

Consultant shall timely provide the Town Administrator or his/her their Designee with all accurate and detailed activity reports as deemed necessary by FEMA. Consultant shall work closely with the Town to ensure that all work is FEMA-compliant and all documentation is properly obtained and includes photos, daily activity reports etc. Consultant's failure to utilize federally-approved documentation while performing work may result in nonpayment of service to the Consultant by the Town.

Consultant shall participate in an all Town emergency management meetings and exercises.

Consultant shall have professional staff with knowledge, skills and training to manage the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA and FDOT and other applicable Federal, State or local agency regulations and policies are required.

C. **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

D. **Truth-in-Negotiation Certificate.** Signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of the Agreement, as extended hereby, are accurate, complete, and current at the time of contracting.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: Robert Solera (s) and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 29th day of September 2016.

WITNESSES:

Erin Dwyer
Lucinda Lyons

CONSULTANT: CSI Code Services, Inc.

By: [Signature]
Robert Solera President (title)
29th day of September, 2016

TOWN OF SOUTHWEST RANCHES

By: [Signature]
Jeff Nelson, Mayor
29th day of September, 2016

ATTEST:

[Signature]
Russell Muñiz, MMC
Assistant Town Administrator/Town Clerk

By: [Signature]
Andrew D. Berns, Town Administrator
29th day of September, 2016

**APPROVED AS TO FORM
AND CORRECTNESS:**

[Signature]
Keith M. Poliakoff, Town Attorney