

RESOLUTION NO. 2019-004

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE EIGHTH AMENDMENT TO THE AGREEMENT WITH CSI CODE SERVICES, INC. ("CSI"); INCREASING THE COMPENSATION EFFECTIVE OCTOBER 1, 2018; ADDING AN ADDITIONAL CODE OFFICER; 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, on September 29, pursuant to Resolution No. 2016-065, the Town approved the Seventh Amendment to its Agreement with CSI, which included additional compensation, payment for the lease of office space, post-disaster services, and an extension for the term of the Agreement through September 30, 2022; and

WHEREAS, the Town desires to modify its Agreement with CSI to increase CSI's compensation. and to provide for an additional code officer.

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 Eighth 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

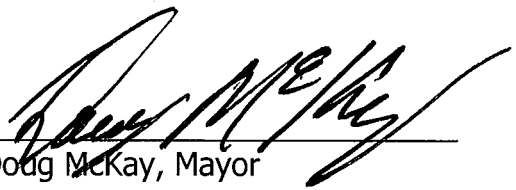
Ranches, Florida, this 25th day of October, 2018, on a motion by C/m Brantly and

seconded by C/m Jablonski.

McKay
Fisikelli
Breitkreuz
Jablonski
Schroeder



Ayes 5
Nays 0
Absent 0



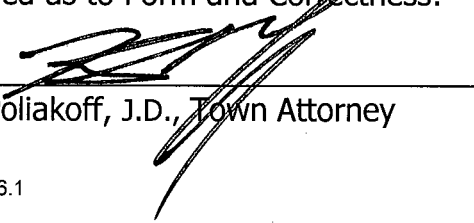
Doug McKay, Mayor

ATTEST:



Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:



Keith Póliakoff, J.D., Town Attorney

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EXHIBIT "A"

EIGHTH MODIFICATION TO AGREEMENT

THIS EIGHTH MODIFICATION TO AGREEMENT entered into as of the 25th day of October, 2018 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 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

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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, on September 29, pursuant to Resolution No. 2016-065, the Town approved the Seventh Amendment to its Agreement with CSI, which included additional compensation, payment for the lease of office space, post-disaster services, and an extension for the term of the Agreement through September 30, 2022; and

WHEREAS, the Town and CSI desire to modify its Agreement with CSI to increase CSI's compensation. and to provide for an additional code officer.

WHEREAS, this Eighth 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 2.1 "Scope of Services" shall be amended solely to remove the required minimum hours of service.
3. 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 Two Hundred and Nine Thousand Five Hundred and Sixteen Dollars and Zero Cents (\$209,516.00). This total contract price shall be allocated as follows: One level III code officer, who shall manage the entire department, and who shall work a minimum of 40 hours per week, shall receive \$74,064 annually; One level III code officer, who shall work a minimum of 40 hours per week, shall receive \$55,000 annually; One level I code officer or higher, who shall work a minimum of 40 hours per week, shall receive \$38,000 annually; One code coordinator, who shall work a minimum of 40 hours per week, shall receive \$41,952 annually; and \$500 annually for IWorq code enforcement software. Such total amount shall be paid in equal monthly installments, in accordance with the Town's payment schedule, in the amount of \$17,459.67 per month. In the event that the Town's Code Enforcement Staff is not filled as indicated above, or in the event that the software has not been purchased,

the Town's monthly payment shall be prorated daily until the missing position, or software, has been filled. All vacated positions must be refilled within sixty (60) calendars days of such vacation unless the Town Administrator grants an extension for good cause shown. CSI shall provide the Town Administrator with an invoice, in a form and format acceptable to the Town, documenting that its monthly services have been performed, in accordance with the terms and conditions stated herein. Upon the Town's acceptance of such invoice, CSI shall be provided with payment as delineated herein. The TOWN shall not be required to pay CSI compensation if the officer(s) fail to perform or if the part time administrative coordinator fails to provide services below the minimum hourly requirements delineated herein.

~~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 Three Thousand Five Hundred Dollars and Zero Cents (\$143,500.00), which shall be paid in monthly installments of Eleven Thousand Nine Hundred and Fifty Eight Dollars and Thirty Three Cents (\$11,958.33). 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~~

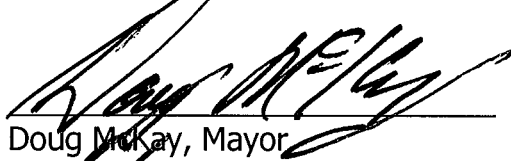
~~enforcement officers fail to perform if the officer(s) fail to perform or if the code enforcement officer(s) or part time administrative coordinator provide services below the minimum hourly requirement as delineated in Section 2.1 above.~~

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

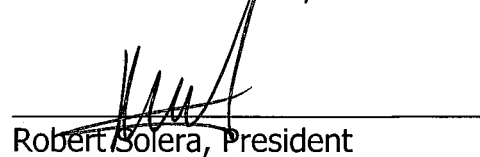
IN WITNESS WHEREOF, this Extension and Modification is accepted and executed as of this 25th day of October, 2018.

TOWN OF SOUTHWEST RANCHES

CSI CODE SERVICES, INC.



Doug McKay, Mayor



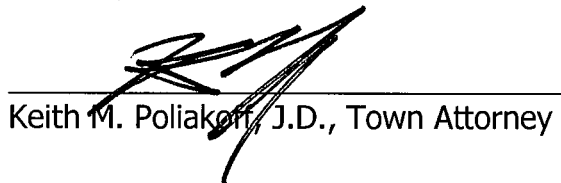
Robert Solera, President

Attest:



Russell Muñiz, MMC, Town Clerk

Approved as to form and correctness:



Keith M. Poliakov, J.D., Town Attorney

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