



# AGENDA ITEM MEMORADUM

**Town Manager's Office**

**Bud Bentley**

Department

Assistant Town Manager

COMMISSION MEETING DATE (*) - 7:00 PM	Deadline to Town Clerk
<input checked="" type="checkbox"/> Nov 29, 2011	Nov 10 <sup>th</sup>
<input type="checkbox"/> Dec 13, 2011	Dec 2 <sup>nd</sup>

\*Subject to Change

- Presentation     Reports     Consent     Ordinance  
 Resolution     Quasi-Judicial     Old Business     **New Business**

**FY2011 DESIGNATED HIGH PRIORITY ITEM –  
PRIORITY TOPIC: Efficiency of Government**

**SUBJECT TITLE: Code Compliance Services Agreement with Calvin, Giordano & Associates Inc.**

**EXPLANATION:** As the Commission is aware, we are in the midst of a transition in Development Services since the Planning and Code Supervisor left in October and the Code Officer Kim Williams requested a reduction in her hours to part time status and advised us she will be leaving the Town's employ completely come January.

This situation created an obvious opportunity for the Town to consider contracting with a private sector vendor for code compliance services, rather than recruit for and hiring new Town employees. The Commission agreed that we should pursue this alternative.

In Broward County, the cities of Weston, Pompano Beach, and West Park and the Davie CRA contract with Galvin, Giordano and Associates, Inc. (Calvin Giordano) for code services. We contacted city representatives in those cities and found that they all are very pleased with the service provided. Pompano Beach switched from using BSO to Calvin Giordano for code enforcement last winter and reported greater productivity and improved customer service with Calvin Giordano in place.

We searched for other companies that provide this service to determine the appropriate procurement process (piggy-backing, Request for Proposals or sole source) to obtain these services. A Google search for companies that provide code compliance services in South Florida and found the following:

1. **Calvin Giordano's** web site provides information about the code services the company provides and their clients, several of which are in Broward County.
2. **C.A.P. Government, Inc.'s** web site indicates that they provide code enforcement services. The Town Manager talked to the President of CA, but he informed her that they do not currently provide code services and was not sure they wanted to do it.
3. **CH2M Hill's** web site indicates they provide local government services in several states with one location in Florida - the Bonita Springs' 5-year contract is for community development services including, planning, zoning, building permits, inspection services and related code enforcement. CH2M Hill did not response to our written inquiry (additional information below regarding contact).
4. **Code Enforcement Security & Investigations, Inc.** provides private security guards, bodyguards, undercover surveillance and loss prevention. Their web site makes no mention of providing municipal code compliance services.

The Assistant Town Manager wrote the Florida Association of Code Enforcement asking for a list Florida cities and counties that contract for code services. In addition, Kim Williams who is a member of the state association, called and asked for the same information and they advised that they did not have that information.

We reviewed the following procurement process:

1. Davie used a Request for Proposals (RFP) process to select Calvin Giordano. The other proposer, JAS Consultants is a firm headquartered in Iowa. Their web site does not show any contacts in Florida. We contacted the firm but to date have not received a response.
2. Pompano Beach used a Request for Proposals (RFP) process to select Calvin Giordano. The other proposer, CH2M Hill is a national firm with regional office in Deerfield. I spoke with Matt Alvarez, South Florida Area Manager and learned that they would be interested in responding to an RFP but they do not currently provide code services in Miami-Dade, Broward or Palm Beach counties.
3. Weston entered into a professional services agreement in 2001 with Calvin Giordano for a wide range of services, code enforcement services being one of those services. Currently Code Services are provided under the Third Amendment, which was approved in 2009.

### Conclusion

A *Request for Proposal* process does not appear viable due to the lack of companies with experience in the South Florida area.

*Piggy-backing* off an existing Broward County city contract is not a good option because they do not have unit pricing and are crafted to the specific requirements of the contracting city.

A *Sole Source Procurement* is viable since Calvin Giordano appears to be the only firm that actively provides code services in the tri county area. Other firms are interested in entering the South Florida market but none that we know of would meet an RFP requirement to have a South Florida operation and we consider that essential because of our small staff size and the need for local support and supervision.

Section IV.A of the Town's Purchasing Manual (**Exhibit 1**) sets forth the following criteria for sole source procurements.

- . . . non-emergency Sole Source Procurement may be awarded for a supply, service or construction item . . .  
 . . . without competition when it is determined that there is only one source available (e.g. repairs or additions from the original equipment manufacturer, only supplier in the area, franchised or licensed distributor or service, patented or proprietary item), or by negotiation where the procurement by competitive procedures is not feasible (e.g. specifications cannot be clearly drawn) nor practical (e.g. bids were solicited but no responsive bid was received from a responsible bidder).

Since this procurement is non-emergency (although time is of the essence) and above \$15,000, we recommend that the Town Commission determine that this procurement meets the criteria to be sole source.

We have negotiated with Calvin Giordano and are satisfied with the attached proposal (**Exhibit 2**). We have prepared a contract for services with them (**Exhibit 3**), the most pertinent terms of which are:

1. Term is for one year ending January 31, 2013.
2. Calvin Giordano will start providing services in January 2012.
3. Staffing: The proposal is for one full time inspector and a half time inspector. In addition Calvin Giordano provides the code program supervision and administrative management.

The Commission directed us to budget this year for two full time code positions. One position is a full time code inspector, and the second is the code supervisor which would have field responsibilities as well as manage the inspector and the administrative processes. Calvin Giordano proposed 1.5 positions plus

the program oversight because they believe that is equivalent to the two positions budgeted by the Town. They are confident their code compliance services will be more effective than our past efforts.

Should the Commission want to increase the part time code inspector to full time, that option is provided for in the proposed contract at an additional cost of about \$20,800. Staff's suggestion is that we start with the staffing levels suggested by Calving Giordano and determine if that meets our needs.

4. Budget: the annual cost of this contract is approximately \$114,000.
  - a. A one-time fee of \$5,000 for the setup of the information technology.
  - b. An annual fee of \$5,000 for operating expenses.
  - c. An annual fee of \$104,000 for personnel expense.
  - d. Additional hourly services for field code inspectors shall be billed at the or at the regular hourly rate or at an overtime rate when the person actually works over 40 hours per week. The parties shall use the TOWN definition of overtime. The estimated rate is \$45 for overtime and \$30 for regular hours.
5. The Town will provide the two existing Town vehicles assigned to code enforcement to Calvin Giordano's use and they will insure the vehicles.

The Town's budgeted expenses for 1.5 code positions are about \$107,000 vs. Calvin Giordano price of \$104,000.

#### Policy Decisions

To move forward, the Commission needs to decide if it is in the best interest of the Town to contract for code services, and if this procurement meets the definition of sole source procurement.

The attached agreement is subject to some last minute edits suggest by Calvin Giordano and the Town Attorney. A signed copy of the agreement will be provided prior to the Commission meeting on November 29<sup>th</sup> with an explanation of the edits.

**RECOMMENDATION: Staff recommends 1) authorization of acquisition of code enforcement services from Calvin Giordano as a sole source procurement and, 2) approval of a code compliance service agreement with Calvin, Giordano & Associates, Inc.**

**EXHIBITS:**

1. Sole Source Procurement Policy
2. Calvin Giordano Proposal
3. Code Compliance Services Agreement

Reviewed by Town Attorney  
 Yes     No

Town Manager Initials CA

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**Purchasing Manual**  
**Section IV – EXCEPTIONS TO GENERAL PURCHASING**  
**POLICIES**

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**IV. EXCEPTIONS TO GENERAL PURCHASING POLICIES**

To the extent described below, the following types of purchases are not required to comply with the General Purchasing Policies set forth in Section III of the Purchasing Manual. These purchases, while not subject to the competitive procurement requirements, are still subject to approval by the individuals authorized to approve purchases at various dollar thresholds as outlined in Section III.

**A. Sole Source Procurement**

Subject to written justification by the ordering department, the concurrence of the Purchasing Administrator, and the advanced approval of the Town Manager or his or her designee, non-emergency Sole Source Procurement may be awarded for a supply, service or construction item costing up to fifteen thousand dollars (\$15,000) without competition when it is determined that there is only one source available (e.g. repairs or additions from the original equipment manufacturer, only supplier in the area, franchised or licensed distributor or service, patented or proprietary item), or by negotiation where the procurement by competitive procedures is not feasible (e.g. specifications cannot be clearly drawn) nor practical (e.g. bids were solicited but no responsive bid was received from a responsible bidder). Personal preference, convenience or "to standardize" in the absence of identifiable offsetting cost savings are not sufficient reasons for spending public funds under non-competitive conditions. Each sole source procurement must be justified in writing by the Town official/employee seeking to make a sole source procurement, and, in the case of construction/modification/alteration/repair of any publicly owned facility, recommended in writing by the project architect/engineer (per *Florida Statutes Section 255.04*).

Non-emergency sole source procurements costing more than fifteen thousand dollars \$15,000 must be approved in advance by the Town Commission. Purchases may not be artificially divided for the purpose of avoiding Town Commission approval.





**Calvin, Giordano & Associates, Inc.**  
EXCEPTIONAL SOLUTIONS

November 15, 2011

Ms. Connie Hoffman  
Town Manager  
Town of Lauderdale-By-The-Sea  
4501 Ocean Drive  
Lauderdale-By-The-Sea, Fl 33308

**RE: Code Enforcement Services Proposal/ Calvin, Giordano & Associates Inc.**

Dear Ms. Hoffman

Calvin, Giordano & Associates, Inc. (CGA) appreciates this opportunity to provide the Town of Lauderdale-By-The-Sea with this proposal for the provision of Professional Services, specifically Code Enforcement. CGA is a multi-disciplinary government services and consulting firm which has been actively serving Florida and Georgia for over 75 years. Its approximate 220 members operate offices in Fort Lauderdale, West Palm Beach, Homestead, Tampa and Dunwoody, Georgia; delivering engineering, planning, survey, urban design, IT, code enforcement, building code, and emergency management services. Currently, CGA provides a variety of code enforcement services to the City of Pompano Beach, the City of Weston, the City of West Park, and the Town of Davie; previously with assignments in Loxahatchee Groves, Sunny Isles Beach, and Ocala.

**SCOPE OF SERVICES**

Calvin, Giordano & Associates' approach to providing Code Enforcement Services for the Town of Lauderdale-By-The-Sea is described as a turnkey/full service package, limited as indicated. It is understood that the LBTS service area is approximately 1.5 square miles, with over 6,000 permanent and 10,000 seasonal residents. It is also represented and believed that Code Enforcement Services are an investment in a community's efforts to preserve and enhance living conditions, property values, aesthetics, and economic development. CGA's proposed approach to professional service delivery involves improving business processes, enhanced customer service, professional development training, education, expedited scheduling, and automating functions; supported by our own technology. Any existing staff members, which the City desires be given employment consideration, are always given first opportunity and priority by CGA, in evaluating and hiring. Every opportunity and attempt is typically made to incorporate, train and employ incumbent staff where possible, and desired by the City.

- Building Code Services
- Code Enforcement
- Construction Engineering & Inspection
- Construction Services
- Contract Government
- Data Technologies & Development
- Emergency Management Services
- Engineering
- Governmental Services
- Indoor Air Quality
- Landscape Architecture & Environmental Services
- Municipal Engineering Planning
- Public Administration
- Redevelopment & Urban Design
- Surveying & Mapping
- Transportation Planning & Traffic Engineering
- Utility & Community Maintenance Services

1800 Eller Drive, Suite 600  
Fort Lauderdale, FL 33316  
Phone: 954.921.7781  
Fax: 954.921.8807

[www.calvin-giordano.com](http://www.calvin-giordano.com)

## **1. Management Approach**

CGA's philosophy and approach to providing Professional Code Enforcement Services is to make careful personnel selections a top priority. We all recognize that we are in the business of providing service to our local constituents, and that our staff members are the primary resource for delivering those services. CGA will personally interview all interested existing staff members first, (if desired by the City) to provide employment opportunities where possible, and to explain the upcoming process to all individuals who are involved. CGA also provides employment and placement assistance to interested existing staff that are not offered positions so that they may make a successful transition.

Candidates with diverse skill sets, flexibility to learn new business practices, and a positive attitude for change are identified and placed in the best roles for success. Expectations are raised, "training up" the new staff is implemented, efficiencies are developed, and new automation is introduced. An attitude of facilitating bottom line results; and not simply maintaining more of the same mind set towards process, is instilled in and required of all.

Finally, CGA evaluates service functions in detailed terms of hours per day, not just how many full or part time equivalent positions have performed the function previously. This efficiency along with cross-training where possible, with the above described approaches, allows for a reduction in operating expenses and improved levels of service, and professionalism to be realized. Following is a more detailed outline of the structure and terms for providing Code Enforcement Services to the Town of Lauderdale-BY-The-Sea.

## **2. Code Enforcement Services - Resources**

- A. Vice-President, Governmental Services - Contract Administration
- B. Director of Code Enforcement - Project Management
- C. Two (2) field Code Enforcement Officers; One (1) Full Time, and One (1) Part Time, assigned to a geographic service area, addressing the resolution of a wide variety of violations, cases, and enforcement actions to gain compliance with the municipal code of ordinances, and improve the quality of the living environment; serving as the lead supervisor.
- D. One (1) Part Time Administrative Assistant, to be provided by the Town, the Administrative support staff to provide the necessary processing, communications, scheduling, recordkeeping, and case management, to facilitate operations.
- E. Two (2) Compact fuel efficient vehicles will be provided by CGA, along with all associated fuel, insurance, maintenance, and operating expenses. ( this resource can be provided by CGA or the Town, or shared as desired by the Town)
- F. InkForce (CGA's in-house designed technology) operating software will be utilized to automate and support essentially all Code Enforcement service functions; increasing efficiencies, customer service, and case resolutions.
- G. Office space (minimal work space required) is to be provided by the Town, preferably in a central location near Town Hall
- H. Town stationary and postage for business correspondence to be provided by the Town.

- I. Office supplies, materials, uniforms, telephones, badges, etc. to be provided by CGA.

3. **Code Enforcement Services – Operating Terms and Conditions**

- A. Provide a full time, full service comprehensive Code Enforcement Services program; in a “turnkey” fashion with CGA responsible for the overall operation. All transition, planning, organizing, administration, staffing, field enforcement, customer service, public education, information technology, and special magistrate/prosecution functions are wholly included and provided by CGA, except as described. Code Enforcement Services will be operated and administered at the direction of the Town Manager, or designee, as desired by the Town.
- B. The above described Code Enforcement Services staff will operate and provide services on a base schedule of Monday thru Friday, 8am to 5pm., or as otherwise specified by the City. Additionally, staff will regularly be scheduled to provide service on evenings and weekends to ensure service on issues requiring address outside of the base office hours.
- C. Public meetings with the Town Commission, staff, neighborhood organizations, community businesses, etc. will be staffed and provided on an ongoing basis by CGA. This function is delivered as a priority by CGA to ensure the appropriate representation of the Town, education of the public, and transition into a new era of service provision.
- D. Enforcement philosophy, priorities, and community standards will be established by the Town and actively implemented by CGA, tailored to the Town’s discretion.
- E. All Code Enforcement Services and dedicated staff will be based on site, in the Town, operating out of the designated Town provided site and assigned vehicles, to ensure a strong local presence in the community.
- F. All administrative, field enforcement, and special magistrate/prosecution functions will be automated electronically by CGA; utilizing CGA’s own developed operating software “INKFORCE”. All enforcement officers and operations will be supported utilizing ruggedized laptops with real time online data, printers in the vehicles, and electronic signature to increase efficiencies and time in the field. All start up, data entry, and ongoing support will be conducted by CGA.
- G. Customer Service will be addressed, instilled and trained as an ongoing high priority to ensure that the public interest is served at a high level to gain compliance, with citizens treated with respect and professionalism.
- H. Training and Professional Development will be conducted on an ongoing basis to provide the highest level of service possible to the Town and its citizens.

- I. All Code Enforcement Services staff provided by CGA will work cooperatively with and in support of all other related Town staff and functions, as team players, to create both a smooth transition initially, and a long term success moving forward.

#### 4. Meeting Attendance

Regularly scheduled meetings (Code Enforcement Board/Special Magistrate, City Commission, neighborhood, etc.) identified and agreed to in advance are included in this proposal. Only special or additional meetings will be addressed on a case by case basis as they may occur.

#### 5. Service Enhancements

- Improved staff operating efficiencies
- Current, real time data availability to staff and public
- Shorter processing times to gain code compliance
- Improved customer service and education
- Data storage and record keeping automated
- Reduced complaints
- Increased professionalism
- Reduced operating expenses

#### 6. Value, Savings, & Revenue Enhancements

- A. "InkForce" operating software provided free of license fees
- B. Vehicle tracking devices provided free of cost to maximize time utilization in the field
- C. Increased efficiency, volume and speed of resolving code enforcement cases results in:
  1. More compliance and elimination of negative impacts in the Town
  2. Increased property values in the Town
  3. Expedited and increased code fines and fees collected by the Town
  4. Increased building permit fee revenues issued by the Town
  5. Increased business license fees collected by the Town
  6. Reduced Town expenses for property maintenance and improvement
- D. CGA "in-house" support professional consulting services provided free of cost
- E. GIS data base established for "InkForce" reduces IT related costs for the Town
- F. Eliminates Town's responsibility for personnel expenses, actions, and management

7. Annual Service Fee Proposal

A. Contract Administrator & Project Manager -	\$	0
B. Code Compliance Staff (all salaries, benefits, costs, etc)...	\$	104,000
Director of Code Compliance (part time as needed)		
One (1) full time Code Compliance Officer (lead)		
One (1) 20 hours per week Code Compliance Officer		
See attachment for detailed description of CGA employee benefits		
C. Supplies, uniforms, professional memberships, misc....	\$	5,000
Total Annual Service Fee (fixed fee)	\$	109,000
D. Information Technology (One time Set-up, GIS, Web Hosting, Maint.)		
	\$	5,000
First Year Total Fee .....	\$	114,000

Additional hourly services for the field code compliance officers can be provided at the Town's option for approximately \$30/ hour for regular time, and approximately \$45/ hour for overtime.

The annual service fee described includes CGA providing tracking devices in all vehicles, tailored monthly and annual reporting as desired by the Town, and related professional services in support of the overall service delivery. The proposed service fee also includes the Town providing appropriate office space/landlord expenses, the Special Magistrate, and necessary business postage/advertising. CGA usually operates a three to five year contract term, with a locally agreed upon CPI for annual adjustments. However, it is understood the Town desires a more limited initial trial period, one year is proposed.

We appreciate the opportunity to submit this proposal of our approach to providing professional Code Enforcement Services to the Town of Lauderdale-By-The-Sea. CGA remains confident that we can certainly enhance service delivery, increase efficiencies, increase revenue collections, and reduce operating costs. After reviewing the above described proposal, if there additional information, clarification or modification desired; please contact me at your convenience (954)232-4186. We will be happy to provide the time and information you may need.

Sincerely,

**CALVIN, GIORDANO & ASSOCIATES, INC.**

  
Dennis Giordano  
President



Calvin, Giordano & Associates, Inc.  
EXCEPTIONAL SOLUTIONS

## New Hire Orientation Benefits Information

For more information please contact Human Resources at (954) 921-7781  
Roma Rowland, Director of Human Resources, rrowland@calvin-giordano.com  
Rachael Ramsamooj, HR Assistant, rramsamooj@calvin-giordano.com

### Insurance

#### Enrollment



New employees will receive an email from HR within the first 15 days of employment with login information and instructions to our web based enrollment portal. Plan descriptions and bi-weekly premium costs is also located on our enrollment portal. Benefits selection must be made within 30 days of the employees start date.

#### Medical



- CGA currently pays Employee only coverage for HMO
- Employee-paid option offered for out of network insurance (Choice)
- Employee-paid option offered for dependent coverage
- Coverage begins the first day of the month following 30 days for salary employees
- Coverage begins the first day of the month following 90 days for hourly employees

#### Dental & Vision



- Employee-paid option offered for employee and dependents
- Pre-tax payroll deduction available for optional coverage
- Coverage begins the first day of the month following 90 days

#### Life Insurance and Accidental Death and Dismemberment



- CGA pays 100% of premium for life insurance and accidental death and/or Dismemberment Benefit is \$25,000 for life insurance and \$25,000 for accidental death and/or Dismemberment
- Employee-paid option offered for coverage up to 5 times the employee's annual salary
- Employee-paid option offered for dependent coverage
- Coverage begins the first day of the month following 90 days

## ***Employee Stock Ownership Program (ESOP)***

### **Enrollment**

Upon eligibility HR will contact employees to complete a beneficiary designation for to keep on file. Beneficiary designation forms can also be found the CGA's Intranet for employees to update as needed. Employees without access to the intranet should contact HR for the form if an update is needed.

- Employees are eligible to participate after completion of one year of service & 1000 hours of service
- ESOP program incorporates a split vesting schedule
- For contributions made after 12/31/2006 a three year cliff vesting schedule is used
- For contributions made prior to 1/1/2007 a five year cliff vesting schedule is used

## ***401(k) Plan***

### **Enrollment**

Employees will be contacted by SunTrust when they are eligible to enroll. Employees who wish to rollover a qualified plan must contact SunTrust directly at 1-888-816-4015 for more information.



- Employees are eligible to participate after completion of six months of service
- Employees are eligible to roll over funds from prior qualified plans upon hire

## ***Supplemental Benefit Programs***

### **Enrollment**

Employees are contacted by CGA's AFLAC representative after completion of their introductory period



- Employee-paid voluntary supplemental insurance options are available to employees including supplemental group term life insurance, short term disability, cancer protection plan, personal accident insurance, and various AFLAC supplemental policies.

## **Flexible Spending Account (Section 125)**

### **Enrollment**

Employees can enroll during CGA's open enrollment once a year after they have completed their introductory period.

- Flexible spending accounts for Medical Reimbursement Plan & Dependent Care Plan
- Per IRS regulatory code, flexible spending is a use-it-or-lose-it program

## **Holidays**

- CGA provides 8 paid holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and day after Thanksgiving, Christmas Day and Employee Birthday
- Full-time and part-time Employees are eligible for holiday pay on the first day of employment
- Please contact HR for information on information for part-time employees

## **Vacation**

- Vacation accrues per pay period and is available for use after 6 months of employment
- Full-time employee receive 10 days for 0-5 years of service and 15 days for over 5 years of service
- Please contact HR for information on information for part-time employees

### **Vacation Conversion**

Option to convert unused sick time to vacation time at anniversary date at a two for one conversion rate

## **Sick Time**

- Sick time accrues per pay period and is available for use after 90 days of employment
- 6 days per year for regular full time employees
- Please contact HR for information on information for part-time employees

## **Employee Assistance Program**

- Confidential counseling assessment and referral service for employee. Please contact HR for more information

## **Education Assistance**

- Must meet minimum qualification to be approved for this program
- Pays up to \$1,500.00 for tuition/books per year w/passing grades

## **Professional Associations**

- Dues paid for approved professional association membership

## **Professional Development**

- CGA will pay for an employees' Professional Certification or Registration Exam fee as related to CGA job requirements Reimbursement plan for assistance with preparatory review courses

## **Discretionary Recognition and Performance Bonus Program**

- Special Awards for teams and groups
- Individual Performance Bonus
- Professional Registration & Certification achievement Bonus

## **Social Events/Celebrations**

- Annual company party
- Special events at office locations
- Brown bag lunch training and presentations
- Anniversary awards for employees that meet specific years of service

**AGREEMENT FOR CODE COMPLIANCE SERVICES  
BETWEEN  
TOWN OF LAUDERDALE-BY-THE-SEA  
AND  
CALVIN, GIORDANO & ASSOCIATES, INC.**

**Exhibit 3**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2011, by and between the Town of Lauderdale-By-The-Sea (**TOWN**) and CALVIN, GIORDANO & ASSOCIATES, INC. (**CONTRACTOR**).

**WITNESSETH:**

**WHEREAS**, the TOWN provides a high level of professional code compliance and related services for the benefit of the citizenry; and

**WHEREAS**, the TOWN has determined that it would be in the best interest of the community to contract with a provider to provide code compliance services; and

**WHEREAS**, CONTRACTOR performs code compliance services for other cities and has offered to provide said services to the TOWN; and

**WHEREAS**, the TOWN and CONTRACTOR desire to enter into an agreement setting forth the terms and conditions upon which the aforementioned code compliance services will be provided.

**NOW, THEREFORE**, in consideration of those mutual promises and the terms and conditions set forth hereafter, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**SECTION 1. DEFINITIONS**

1.1 **DEFINED TERMS.** The following terms when used in this Agreement, including its preamble and recitals, shall, except where the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

- 1.1.1 **Agreement** shall mean this Agreement for code compliance services between the TOWN and CONTRACTOR, including all attachments.
- 1.1.2 **Applicable Laws** shall mean, with respect to any person, all provisions of constitutions, statutes, rules, ordinances, regulations, charters and orders of governmental bodies or regulatory agencies applicable to such person, and all orders or decrees of all courts and arbitrators in proceedings or actions to which the person in question is a party or by which it or any of its agents, affiliates or property may be bound.
- 1.1.3 **CONTRACTOR** shall mean the duly authorized representatives of CALVIN, GIORDANO & ASSOCIATES, INC.

- 1.1.4 **TOWN** shall mean the Town of Lauderdale-By-The-Sea, Florida, a municipal corporation organized and existing under the laws of the State of Florida and located within the boundaries of Broward County, Florida.
- 1.1.5 **TOWN Manager** shall mean the duly appointed and validly existing TOWN Manager of the TOWN, or designee.
- 1.1.6 **Consideration** shall mean the payment by the TOWN hereunder in consideration of the Services performed by CONTRACTOR, as set forth in this Agreement.
- 1.1.7 **Liens** shall mean any lien, security interest, pledge, mortgage, easement, leasehold, assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.
- 1.1.8 **Effective Date** shall mean the date the Agreement is fully executed by both parties.
- 1.1.9 **Fiscal Year** shall mean the period between October 1 and the following September 30.
- 1.1.10 **Services or Scope of Work** shall mean the services set forth in Exhibit "A", which is incorporated herein and made a part hereof for all purposes. .
- 1.1.11 **Start Date** shall mean the date on which the CONTRACTOR has personnel onsite begins providing Services hereunder.

1.2 ACCOUNTING TERMS. All references in this Agreement to generally accepted accounting principles shall be to such principles as in effect from time to time in the United States of America. All accounting terms used herein without definition shall be used as defined under such generally accepted accounting principles.

## SECTION 2. CONSIDERATION

2.1 TOWN shall pay CONTRACTOR in consideration for the Services described herein the following amounts:

- 2.1.1 A onetime fee of \$5,000 for the setup of the information technology, which shall be paid upon the execution of the Agreement.
- 2.1.2 An annual fee of \$5,000 for operating expenses of the CONTRACTOR'S personnel.
- 2.1.3 An annual fee of \$104,000 for the CONTRACTOR'S personnel expense.
- 2.1.4 Additional hourly services for field code inspectors shall be billed at the or at the regular hourly rate or at an overtime rate when the person actually works over 40 hours per week. The parties shall use the TOWN definition of overtime.

The annual fees specified in this section shall be paid in equal monthly payments, on or before the 10<sup>th</sup> calendar day of the month following the month of service delivery, unless specified otherwise above.

## SECTION 3. TOWN RESOURCES

The TOWN shall provide the following:

- 3.1 Office space for each code inspector, which includes utilities, and the use of office telephones, a copier, a facsimile machine, desks and internet connection.
- 3.2 TOWN stationary, notices and forms and the related postage.
- 3.3 The Special Magistrate and clerical support for the Special Magistrate, including:
  - 3.3.1 Preparation of the agenda, minutes and orders.
  - 3.3.2 Posting all notices of hearings to meet notice requirements for public hearings as set forth in Florida Statutes.
  - 3.3.3 Maintenance of records of all orally pronounced orders.
  - 3.3.4 Preparation, execution and attestation of all necessary orders.
- 3.4 During the Term of this Agreement the TOWN will provide two (2) vehicles at no cost to the CONTRACTOR, subject to the following requirements:
  - 3.4.1 The vehicles shall be used by CONTRACTOR only for Services required and authorized herein.
  - 3.4.2 The vehicles shall remain within the municipal boundaries of the TOWN unless specifically authorized in writing by TOWN Manager or designee.
  - 3.4.3 All vehicle maintenance and repairs will be the responsibility of the TOWN.
  - 3.4.4 TOWN will provide a fuel card for code compliance vehicles at no cost to CONTRACTOR. CONTRACTOR shall comply with TOWN internal controls policies for fuel usage.
  - 3.4.5 Upon the expiration or termination of the Agreement, whichever occurs earlier, all code compliance vehicles will be returned to the TOWN free and clear of all Liens and in their original, good working condition, reasonable wear and tear excepted.
- 3.5 TOWN shall provide CONTRACTOR access to all TOWN records relevant to code compliance, including past code files, building permits and plans, sign permits, development and site plans and occupational license records.

**SECTION 4. TERM**

This Agreement shall commence on the Effective Date and shall continue thereafter for until January 30, 2013 (the "Term"), unless otherwise amended or terminated as set forth in this Agreement. The CONTRACTOR shall commence Services to TOWN hereunder no later than 30 days following the Effective Date.

**SECTION 5. SCOPE OF SERVICES**

The CONTRACTOR shall perform the work required hereunder in a legal, courteous and professional manner and shall include the supply of all associated labor necessary for the prompt performance of Services in accordance with the attached Scope of Work (Exhibit "A").

## SECTION 6. INSURANCE

Throughout the term of this Agreement, CONTRACTOR shall maintain insurance in the type and amounts and pursuant to the requirements set forth below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the CONTRACTOR, its officials, employees, agents and volunteers. Any insurance maintained by the TOWN shall be in excess of the CONTRACTOR'S insurance and shall not contribute to the CONTRACTOR'S insurance. The insurance coverage shall include a minimum of:

6.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws.

6.2 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the TOWN and the CONTRACTOR against claims for injuries to members of the public and/or damages to property of others arising from the CONTRACTOR'S use of motor vehicles or any other equipment and shall cover operations with respect to onsite and offsite operations. Insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence for Bodily Injury and Property Damage, Hired & Non Owned Auto Liability.

6.3 **Comprehensive General Liability.** This insurance shall be written in comprehensive form and shall protect the TOWN and the CONTRACTOR against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the CONTRACTOR or any of its agents, employees, or subcontractors. The limit of liability shall not be less than combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for Bodily Injury and Property Damage. Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors coverage.

(a) The TOWN is to be specifically included as an additional insured for the liability of the CONTRACTOR resulting from operations performed by or on behalf of TOWN in performance of this Agreement. CONTRACTOR'S insurance, including that applicable to the TOWN as an additional insured, shall apply on a primary basis and any other insurance maintained by the TOWN shall be in excess of and shall not contribute to CONTRACTOR'S insurance. CONTRACTOR'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each insured or additional insured in the same manner as if separate policies had been issued to each.

6.4 **Professional Liability:** \$5,000,000.00 policy to be written on a claims made basis.

6.5 **Certificate of Insurance:** Prior to the execution of this Agreement, CONTRACTOR shall provide the TOWN Manager with evidence of insurability from the CONTRACTOR'S insurance carrier or a Certificate of Insurance. Prior to commencement of any Services hereunder, CONTRACTOR shall provide to the TOWN Manager, Certificates of Insurance

evidencing the required insurance coverage's. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall specifically Name the TOWN as additionally insured. The TOWN reserves the right to require the CONTRACTOR to provide endorsements or a certified copy of such policies, upon written request by the TOWN. If a policy is due to expire prior to the completion of the Services hereunder, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the CONTRACTOR and the TOWN before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the TOWN Manager.

6.6 All deductibles or self-insured retentions must be declared to and be approved by the TOWN Manager. The CONTRACTOR shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. The TOWN Manager may require the CONTRACTOR, at any time subsequent to the execution of this Agreement, to provide a bond or other monetary consideration to cover the CONTRACTORS' deductible for Professional Liability Insurance.

## **SECTION 7. ASSIGNMENT**

CONTRACTOR shall not assign all or any portion of this Agreement without the prior written consent of the TOWN, which may be withheld for any reason. Further, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in the insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings.

## **SECTION 8. SUBCONTRACTORS**

Subcontractors, if needed, shall be subject to the prior written approval of the TOWN Manager. TOWN and CONTRACTOR agree that the TOWN will not hire any employee of CONTRACTOR for a period of at least 180 days after termination of employment by the CONTRACTOR. This provision may only be waived by prior written authorization of the CONTRACTOR.

## **SECTION 9. TERMINATION**

This Agreement may be terminated without cause by the TOWN upon sixty (60) days written notice to the CONTRACTOR. In the event of termination, the CONTRACTOR will be compensated for Services rendered up to and including the date of termination.

## **SECTION 10. DEFAULT**

10.1 DEFAULTS. Any of the following events shall constitute a default and breach of this Agreement:

- 10.1.1 Failure of CONTRACTOR to perform the Services as required herein at any time during the Term or during any renewal; or
- 10.1.2 Failure of CONTRACTOR to obtain the approval of the TOWN where required by this Agreement; or

- 10.1.3 Failure of the CONTRACTOR to perform any covenant, condition, agreement or provision contained herein; or
- 10.1.4 CONTRACTOR files for bankruptcy, is subject to receivership proceedings or is otherwise insolvent.

10.2 REMEDIES. Upon the occurrence and continuance of a Default by the CONTRACTOR, the TOWN may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies:

- 10.2.1 Terminate and cancel this Agreement; or
- 10.2.2 Withhold payment or performance under this Agreement until such time as such Default is cured; or
- 10.2.3 Cure such Default and recover the costs thereof, together with interest thereon at the lesser of 18% or the maximum legal rate permitted by Applicable Law; or
- 10.2.4 Seek injunctive relief to enjoin any act of the CONTRACTOR in violation hereof; or
- 10.2.5 Seek specific performance of any covenant or obligation from the CONTRACTOR; or
- 10.2.6 Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.

## **SECTION 11. FORCE MAJEURE**

11.1 If the performance of any covenant, agreement, obligation or undertaking required hereunder is delayed, hindered or prevented by reason of wars, civil commotions, Acts of God, hurricanes, fires or other casualty, the performance of such covenant, agreement, obligation or undertaking shall not be a Default for the period of such delay, hindrance or prevention, but the Agreement at all times remains subject to termination pursuant to the other provisions of the Agreement.

11.2 In the event the CONTRACTOR claims Force Majeure, the CONTRACTOR will be required to give prompt written notice to the TOWN specifying in detail the event of Force Majeure and shall further be required to diligently proceed to correct the adverse effect of Force Majeure. The CONTRACTOR acknowledges that for purposes of all time frames under this Agreement, time is of the essence.

## **SECTION 12. CONFLICT OF INTEREST**

The CONTRACTOR has read and understands the conflict of interest laws of the State of Florida, Chapter 112, Florida Statutes, as amended, and those of all applicable local jurisdictions, and CONTRACTOR agrees that it will fully comply in all respects with the terms of said laws. It is the intention of both the TOWN and CONTRACTOR that the CONTRACTOR maintains the highest standards of ethics in connection with its duties under this Agreement. Any potential conflicts of interest and the full scope of such conflicts shall be immediately disclosed to the TOWN by the CONTRACTOR. No officer or employee of the TOWN, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## **SECTION 13. SEVERABILITY**

Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by any Court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

#### **SECTION 14. WAIVER**

Any waiver of any breach of this Agreement by the TOWN shall not be deemed or considered a continuing waiver and shall not operate to bar or prevent the TOWN from exercising its rights pursuant to this Agreement or under law for a breach either of the same condition or covenant or otherwise.

#### **SECTION 15. ATTORNEY FEES**

In the event of any controversy arising under or relating to this Agreement or any breach thereof, or if as a result of negligence on the part of the CONTRACTOR, the prevailing party shall be entitled to payment for all costs and attorney's fees including to and through appeals.

#### **SECTION 16. INDEMNIFICATION**

CONTRACTOR shall at all times indemnify, and hold harmless and defend, the TOWN of and from any and all fines, suits, claims, demands, penalties, losses and actions (including attorney's fees and costs), including but not limited to, any injury to persons or damage to or loss of property caused by CONTRACTOR or its agents, employees or subcontractors, whether such is caused by such person's negligence, gross negligence, willful misconduct, or breach of this Agreement, including, without limitation, such person's actions, in connection with providing the Services hereunder, to the extent permitted by applicable law. This covenant shall survive the expiration or earlier termination of this Agreement. The provisions of this indemnity shall survive the expiration or termination of this Agreement.

#### **SECTION 17. NOTICES**

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, or hand delivered, addressed to the party for whom it is intended. Notice shall be deemed given upon receipt. The parties designate the following as the respective places for giving notice:

FOR CONTRACTOR:            President  
                                 Calvin, Giordano & Associates, Inc.  
                                 1800 Eller Drive, Suite 600  
                                 Fort Lauderdale, FL 33316  
                                 Telephone: (954) 921-7791  
                                 Facsimile: (954) 921-8807

FOR TOWN:                    Town Manager  
                                 Town of Lauderdale-By-The-Sea  
                                 4501 Ocean Drive  
                                 Lauderdale-By-The-Sea, Florida 33308

Phone: (954) 640-4200  
Fax: (954) 776-1857

Copy To: Town Attorney  
Town of Lauderdale-By-The-Sea  
4501 Ocean Drive  
Lauderdale-By-The-Sea, Florida 33308  
Phone: (954) 640-4200  
Fax: (954) 776-1857

Any party hereto may change the address to which notices shall be directed under this Section by giving ten (10) days written notice of such change to the other party.

## **SECTION 18. HEADINGS**

The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

## **SECTION 19. ENTIRE AGREEMENT**

This Agreement constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Agreement may be amended, supplemented, or modified only upon an agreement in writing executed by all of the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

## **SECTION 20. INDEPENDENT CONTRACTOR**

The CONTRACTOR shall be deemed an independent contractor for all purposes and the employees of the CONTRACTOR or any of its contractors, subcontractors or the employees thereof, shall not in any manner be deemed to be employees of TOWN. As such, the CONTRACTOR, subcontractors and employees of the CONTRACTOR shall not be subject to any withholding for tax, social security or other purposes by TOWN, nor shall such employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from TOWN.

## **SECTION 21. WARRANTIES & REPRESENTATIONS OF CONTRACTOR**

21.1 CONTRACTOR warrants to the TOWN that CONTRACTOR is a Florida corporation and is in good standing with the State as a valid corporation and that CONTRACTOR possesses all of the required licenses and certificates of competency required by the State of Florida and the County of Broward to perform the work herein described. If CONTRACTOR'S licenses are revoked, suspended or otherwise in jeopardy or threatened to be in jeopardy, the CONTRACTOR shall immediately notify the TOWN pursuant to this Agreement.

21.1.1 CONTRACTOR represents that it has the ability, skill and resources to complete its responsibilities as required by this Agreement.

- 21.1.2 The execution, delivery, consummation, and performance under this Agreement will not violate or cause the CONTRACTOR to be in default of any provisions of its governing documents or rules and regulations or any other agreement to which the CONTRACTOR is a party or constitute a default thereunder or cause acceleration of any obligation of CONTRACTOR thereunder.
- 21.1.3 CONTRACTOR represents it will maintain a Drug Free Workplace through the term of this Agreement.

## **SECTION 22. PUBLIC RECORDS**

- 22.1 The CONTRACTOR understands that the public shall have access at all reasonable times to all documents and information pertaining to TOWN contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosure under all applicable law.
- 22.2 All records, reports, and documents generated in association with this Agreement shall be and shall remain the property of the TOWN and the TOWN shall have the full right to retain said records and to access and use said information for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by the CONTRACTOR. All code compliance records generated prior to, or outside of this Agreement, shall also remain the property of the TOWN, with the same rights as set forth above.
- 22.3 All fines, and costs collected, and all liens generated as a result of code compliance enforcement action taken under this Agreement, both prior to and after this Agreement is effective are, and remain, the sole property of the TOWN.

## **SECTION 23. OWNERSHIP OF DOCUMENTS**

Upon expiration or termination of this Agreement for any reason, CONTRACTOR shall provide to TOWN a copy of all documents created for TOWN, or created pursuant to this Agreement, in an electronic format readable by software of the TOWN. Receipt of all such documents is a condition precedent to final payment hereunder by TOWN to CONTRACTOR.

## **SECTION 24. AUDITING**

The TOWN may at reasonable times, and for a period up to three (3) years following the date of final performance of Services by CONTRACTOR under this Agreement, audit, or cause to be audited, those books and records of CONTRACTOR that are related to the CONTRACTOR'S performance under this Agreement. CONTRACTOR agrees to maintain all such books and records at its principle place of business for a period of three (3) years after final payment is made under this Agreement.

## **SECTION 24. GOVERNING LAW**

This Agreement has been and shall be construed as having been made and delivered within the State of Florida and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent

jurisdiction in Broward County, Florida.

**SECTION 25. COMPLIANCE WITH LAWS**

CONTRACTOR shall fully obey and comply with all applicable laws which are or become applicable to the Services performed under the terms of or pursuant to this Agreement. CONTRACTOR shall provide its Services under this Agreement in accordance with all State, Federal, County and local laws including but not limited to the TOWN Code of Ordinances, and any procedures approved by resolution by the TOWN Commission.

**SECTION 25. JOINT PREPARATION**

The preparation of this Agreement has been a joint effort of the parties, 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.

**SECTION 26. COUNTERPARTS**

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 one and the same agreement.

**SECTION 27. SURVIVAL OF PROVISIONS**

Any terms or conditions of this Agreement that requires acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

Witnesses:

TOWN:

BY:

\_\_\_\_\_

\_\_\_\_\_  
CONSTANCE HOFFMANN,  
TOWN MANAGER

Attest:

\_\_\_\_\_  
JUNE WHITE, TOWN CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
TOWN ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by **CONSTANCE HOFFMANN** as TOWN Manager and **JUNE WHITE** as TOWN Clerk of the Town of Lauderdale-By-The-Sea, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed, or Stamped)

\_\_\_\_\_  
Commission Number

CALVIN, GIORDANO & ASSOCAITES,  
INC.

WITNESS

BY \_\_\_\_\_

\_\_\_\_\_

Print: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Typed Name of Witness

Title: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by \_\_\_\_\_. He is personally known to me or who has produced \_\_\_\_\_ as identification.  
(type of identification)

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed, or Stamped)

## ***SCOPE OF SERVICES***

### **CODE COMPLIANCE SERVICES**

#### **1.1 Operations**

- A. CONTRACTOR will provide a comprehensive code compliance program ("the Code Compliance Program") by providing all aspects necessary to obtain enforcement of the code compliance provisions of the Town Code and as indicated in permits issued by the TOWN, including all transition efforts from the existing program and ongoing and continuous planning, organizing, communications, administration, staffing, field enforcement, customer service, public education, information technology, and prosecution before the Special Magistrate. For purposes of this paragraph "transition" shall include continued prosecution and compliance inspections by CONTRACTOR of all open code compliance cases existing prior to the effective date of this Agreement.
- B. Code compliance services will be operated and administered at the direction of the Town Manager or designee.
- C. The Program shall include inspection of special events for compliance with the Town Code provisions and any conditions established for the special event by the TOWN.
- D. CONTRACTOR will provide administrative support for the Special Magistrate proceedings, which includes but is not limited to:
  - 1) Determine which cases shall be scheduled for Special Magistrate.
  - 2) Coordinate with Town departments and citizens that have an interest in cases before the Special Magistrate.
  - 3) Process cases/files for all matters authorized to be heard before the Special Magistrate.
  - 4) Prepare and present case documentation at Special Magistrate hearing.
  - 5) Prepare all hearing notices, including recurring/repeating cases.
  - 6) Assist Town Attorney with all foreclosure related inquires.
  - 7) Assist Town Attorney with preparation for hearings before the Special Magistrate, trials heard in the County Court, appeals of Special Magistrate orders in Circuit Court and requests for relief from code enforcement liens.
  - 8) Work with Town department representatives, other inspectors, the Town Attorney and outside enforcement agency representatives as part of a "team" to develop and prosecute cases that have violations before the Special Magistrate or in County Court.
  - 9) Implement the TOWN'S Nuisance Abatement Program, which includes presenting cases to a Nuisance Abatement Board or other

## **Exhibit "A"**

### **Scope of Code Compliance Services**

TOWN board created for this purpose under all applicable Code provisions, including any enacted after the date hereof.

- 10) Respond to all requested depositions as ordered.
  - 11) Process lien payments.
  - 12) Handle all file and records retention, archiving, and purging matters, in accordance with the requirements for records retention set forth in Florida Statutes.
  - 13) Process necessary documentation to record and remove liens.
  - 14) Provide any other labor and efforts necessary to assist the Special Magistrate in conducting all necessary proceedings.
- E. CONTRACTOR shall attend meetings with the Town Commission, neighborhood organizations, community businesses, and citizens to the extent requested by the Town Manager or designee. This function is delivered as a priority by the CONTRACTOR to ensure the appropriate representation of the TOWN, education of the public, and enhancement of service delivery.
- F. Compliance philosophy, priorities, and community standards will be established by the TOWN and actively implemented by the CONTRACTOR, tailored to the TOWN'S discretion.
- G. All administrative and field compliance activities will be automated electronically by CONTRACTOR; utilizing CONTRACTOR'S operating software "INKFORCE". All compliance officers and operations will be supported utilizing ruggedized laptops with real time online data, printers in the vehicles, and electronic signature to increase efficiencies and time in the field. All start up, data entry, and ongoing support will be conducted by the CONTRACTOR.
- 1) Within 15 days of the end of each fiscal year and upon termination of this Agreement, CONTRACTOR shall transfer and provide to TOWN all code compliance operational and financial data, including all violation information and photographs for all violation cases from the preceding fiscal year on disk or other media that can be read and stored on the TOWN'S computers in Microsoft Word, Excel or other similarly viewable format approved by TOWN.
  - 2) CONTRACTOR shall maintain and utilize TOWN'S software system for cases already open when it initiates code compliance Services under this Agreement, until and unless CONTRACTOR transfers all open case information to CONTRACTOR'S INKFORCE system with prior notice of same to the TOWN.
  - 3) CONTRACTOR shall train a number of TOWN staff that will provide support or backup in the use of the INKFORCE software. INKFORCE software will be loaded on a number of TOWN's computer as necessary for this purpose.

**Exhibit "A"**  
**Scope of Code Compliance Services**

- H. The principles of excellent customer service will be addressed, instilled and trained as an ongoing high priority to ensure that the public interest is served at a high level to gain Code compliance. Citizens and business operators shall be treated with respect and professionalism at all times.
- I. Training and professional development will be conducted on an ongoing basis to provide the highest level of service possible to the TOWN and its citizens. Moreover, CONTRACTOR recognizes the Town Commission will amend its Code of Ordinances to modify or enact additional regulations. CONTRACTOR will be responsible to enforce such regulations as they become enacted. The TOWN shall provide the CONTRACTOR with copies of all adopted ordinance changes subsequent to the date hereof that are applicable for enforcement by the CONTRACTOR.
- J. CONTRACTOR'S staff will work cooperatively with and in support of all other TOWN staff and functions to create both a smooth transition and a long term successful code compliance program, and will coordinate its compliance efforts with TOWN departments as appropriate.
- K. The CONTRACTOR assist in the drafting of revisions to existing ordinances and new ordinances as directed by TOWN to improve the appearance of the TOWN, to address concerns raised by the public, to aide in the operation of the Code Compliance Program, or to provide new guidelines.
- L. CONTRACTOR'S staff will consult with the Town Attorney's Office designated personnel on code compliance cases involving parties represented by legal counsel, and also with regard to other legal matters as required.

1.2 Personnel

The CONTRACTOR will provide the following resources:

- A. Vice President of Governmental Services who shall be the Contract Administrator for CONTRACTOR.
- B. Project Manager who shall provide effective supervision of CONTRACTOR'S personal assigned to TOWN.
- C. Code Compliance Inspectors
  - 1) One (1) full-time Code Compliance Inspector with the onsite responsibility for Code Compliance Services.
  - 2) One 20 hour a week part-time Code Compliance Inspector.
- D. These personnel shall facilitate the resolution of all violation, cases, and enforcement actions in order to gain compliance with the TOWN's Code of

## **Exhibit "A"**

### **Scope of Code Compliance Services**

Ordinances, the Florida Building Code, and other applicable local jurisdiction code issues.

- E. All code compliance inspectors utilized under this Agreement shall have obtained at a minimum Level-I Certification from the Florida Association of Code Enforcement prior to commencing the code compliance services described herein. Thereafter, all Code Compliance Inspectors shall be required to additionally obtain Level II Certification within one year from commencement of duties in the TOWN.
- F. All code compliance supervisors utilized under this Agreement shall have obtained at a minimum a Level-II Certification from the Florida Association of Code Enforcement prior to commencing the code compliance services described herein. Thereafter, all code compliance supervisors shall be required to obtain a Level III Certification within one year from commencement of duties in the TOWN.
- G. Should the certification levels prescribed in Sections F and G above be modified or eliminated, the inspectors and supervisors will be required to take and pass the courses covering the equivalent subject matter.
- H. It will be the CONTRACTOR'S sole responsibility to employ, manage, and compensate fully, all staff provided by CONTRACTOR under this Agreement. All personnel actions will also be conducted solely by the CONTRACTOR, and will be carried out as necessary to ensure the successful implementation of all code compliance services under this Agreement. However, the TOWN does retain the right and ability to disapprove the assignment of specific personnel to perform services for the TOWN, on a case by case basis. This right includes both new hires and existing employees of the CONTRACTOR, who may at times be assigned to the TOWN. If requested by the TOWN, the CONTRACTOR will change personnel assigned to this services under this Agreement to the satisfaction of the TOWN.
- I. Office supplies and materials and uniforms, with appropriate identification shall be provided by the CONTRACTOR.

#### 1.3 Hours of Operation

CONTRACTOR shall provide code compliance services Monday through Sunday on a schedule approved in writing by the Town Manager. The schedule may be modified to accommodate services requests of TOWN. CONTRACTOR acknowledges services may be required outside the normal working hours of TOWN. CONTRACTOR shall provide such services at no extra cost.

- 1.4 CONTRACTOR shall provide monthly performance reports to the Town Manager to include but not be limited to:
  - a) New code compliance cases opened including a description of the derivation, whether through a complaint or CONTRACTOR'S initiative,

**Exhibit "A"**  
**Scope of Code Compliance Services**

- b) Outstanding code compliance cases and their status,
- c) Number of inspections,
- d) Number of re-inspections,
- e) Code compliances cases closed,
- f) Code compliance cases scheduled before the Special Magistrate,
- g) Revenue collected,
- h) Revenue outstanding (uncollected),
- i) Staffing roster, including weekly hours worked per position, and
- j) Liens filed or released.

Additional reports and information shall be provided as requested by the TOWN at no cost to the TOWN.

CONTRACTOR shall submit an annual report to the TOWN by or before November 30<sup>th</sup> of each year. The report will cover the previous fiscal year and will summarize productivity measures reported on a monthly basis. The report will also provide measureable performance goals to be achieved for the following year, special projects to be implemented and any other additional information requested by the TOWN.

1.5 Other

- 1.5.1 CONTRACTOR will provide, at CONTRACTOR'S expense, automatic vehicle location (AVL) equipment for the assigned code compliance vehicles.
- 1.5.2 CONTRACTOR will be responsible for purchasing and maintaining all required vehicle insurance.
- 1.5.3 Revenue collections associated with the services provided in this Agreement will be conducted by the TOWN. All revenues associated with code compliance and Special Magistrate shall be owned and retained by the TOWN.