

**RESOLUTION NO. 2002-48**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH MRCA, INC. TO PROVIDE CONSULTING SERVICES FOR THE ESTABLISHMENT OF A SOLID WASTE FRANCHISE FEE ASSESSMENT PROGRAM IN THE AMOUNT OF EIGHT THOUSAND DOLLARS (\$8,000); AND AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID CONTRACT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the TOWN desires to engage MRCA, Inc. (hereinafter "CONSULTANT") to implement a Solid Waste Franchise Fee Assessment program for the TOWN, utilizing the Property Appraiser's Uniform Method of Collection; and

**WHEREAS**, the CONSULTANT is willing and able to provide both a Solid Waste Franchise Fee Assessment Program Study as well as the necessary legal documents and implementation services necessary for the Town Council to make policy decisions related to implementing such a fee; and

**WHEREAS**, the Town Administrator has analyzed the qualifications of the President of MRCA, Inc., Mark Lauzier; and

**WHEREAS**, the Town Administrator recommends that an agreement with MRCA, Inc. to provide consulting services for the establishment of a solid waste franchise fee assessment program be approved in a form of Contract substantially similar to that attached as Exhibit A, with such changes, insertions and omissions as may be approved by the Mayor, Town Administrator and Town Attorney, the execution thereof being conclusive evidence of such approval.

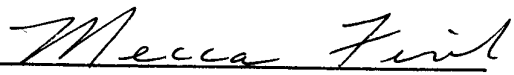
**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Southwest Ranches, Florida;

**Section 1:** The above referenced recitals are true and correct and are incorporated herein by reference.

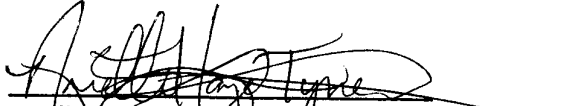
**Section 2:** The Mayor, Town Administrator and Town Attorney are hereby authorized to enter into an agreement with MRCA, Inc. to provide consulting services for the establishment of a solid waste franchise fee assessment program, for Eight Thousand Dollars (\$8,000.00), in substantially the same form as Exhibit "A" to this Resolution, with such modifications as are deemed necessary and proper to effectuate the will of the Town Council.

**Section 3:** This Resolution shall become effective immediately upon its adoption.

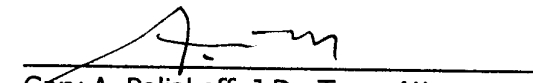
**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 9<sup>th</sup> day of May 2002.

  
\_\_\_\_\_  
Mecca Fink, Mayor

Attest:

  
\_\_\_\_\_  
Arielle Haze Tyner, Town Clerk

Approved as to Form and Correctness:

  
\_\_\_\_\_  
Gary A. Poliakoff, J.D., Town Attorney

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## **FIRST AMENDMENT TO**

### **PROFESSIONAL CONSULTING SERVICES FOR THE ESTABLISHMENT OF A SOLID WASTE ASSESSMENT PROGRAM FOR THE TOWN OF SOUTHWEST RANCHES, FLORIDA**

**THIS AGREEMENT**, entered into this **13<sup>th</sup>** day of **December, 2001** and amended on this 9<sup>th</sup> day of May, 2002 and effective immediately by and between MRCA, INC. (hereinafter called the "CONSULTANT" and the TOWN OF SOUTHWEST RANCHES, FLORIDA (hereinafter called "TOWN"), WITNESSETH THAT,

**WHEREAS**, the TOWN desires to engage the CONSULTANT to implement a Solid Waste Assessment Fee and a Solid Waste Franchise Fee for the TOWN utilizing the Property Appraiser's Uniform Method of Collection, and

**WHEREAS**, the CONSULTANT is willing and able to provide both a Solid Waste Assessment Fee Study and a Solid Waste Franchise Fee Study as well as the necessary legal documents and implementation services necessary for the Town Council to make policy decisions related to implementing such a fees, and

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

- (1) **Employment of Consultant.** The TOWN agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to perform the services described in Attachment A and Attachment B– Scope of Services.
- (2) **Time of Performance.** The services to be performed hereunder by the CONSULTANT shall be undertaken and completed in such sequence as to assure their expeditious completion and to carry out the purposes of the Agreement. All services required hereunder shall be completed within the required timeframes and schedule provided by Chapter 197.3632, Florida Statutes – Uniform Method of Collection of Non-ad Valorem Assessments.
- (3) **Compensation.** The TOWN agrees to pay the CONSULTANT, as defined in Attachment A, a sum not to exceed Eleven Thousand Five Hundred Dollars (\$11,500.00) for all services required herein, excluding reimbursement for expenses incurred. CONSULTANT agrees to complete the project and all services provided herein for a price not to exceed said sum, excluding expenses which shall be limited to actual reimbursable expenses incurred such as copying/binding and the costs necessary to collect required data. CONSULTANT agrees that expenses shall be reimbursed based upon actual costs with said expenses constituting no more than Five Hundred Dollars (\$500.00).

The compensation and expense reimbursement described in the preceding two paragraphs DOES NOT include any services or costs of the first class mailing/noticing of all property owners which shall be an optional service provided by the CONSULTANT or a vendor/entity hired by the CONSULTANT. In the case that said service is provided by an entity other than the consultant, the charge shall be based on the actual expense plus ten percent (10%). Should said service be provided directly by the CONSULTANT, it will be billed based on the rate of one-hundred dollars (\$100.00) per hour with reimbursables being charged based on the actual cost.

The TOWN agrees to pay the CONSULTANT, as defined in Attachment B, a sum not to exceed Eight Thousand Dollars (\$8,000.00) for all services required herein, including reimbursement for expenses incurred.

Total compensation for Attachment A and B services shall not exceed Twenty Thousand Dollars (\$20,000)

(4) **Method of Payment.** The CONSULTANT shall bill monthly for services described in Attachment A based on the actual hours worked on the project during the previous month times One Hundred Dollars (\$100.00) per hour. Services shall be billed in one-quarter hour increments. The total of payments shall not exceed the amount specified herein. TOWN shall pay invoices within thirty (30) days of receipt or be subject to a \$50 late fee plus twelve percent (12%) annual interest on the outstanding balance beginning on the 31<sup>st</sup> day.

(5) **Changes.** The TOWN may, from time to time require changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, which are mutually agreed upon by and between the TOWN and the CONSULTANT, shall be incorporated in written amendment to this Agreement.

(6) **Services and Materials to be Furnished by the TOWN.** The TOWN shall furnish the CONSULTANT with all available necessary information, data, and material pertinent to the execution of this Agreement. The TOWN shall cooperate with the CONSULTANT in carrying out the work herein and shall provide adequate staff for liaison with the CONSULTANT and other agencies of TOWN and County Government.

(7) **Termination of Agreement.** If, through any cause, the CONSULTANT shall fail to fulfill in timely and proper manner his obligation under this agreement, the TOWN shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

(8) **Assignment of Agreement.** The parties agree that CONSULTANT may assign, convey or transfer its interest, rights and duties in this Agreement to an

affiliated company which succeeds to substantially all of the business of the CONSULTANT. It is understood the intent of this paragraph is to provide for the services contained herein should the CONSULTANT be unable to personally perform said services.

(9) **Information of Reports.** The CONSULTANT shall, at such time and in form as the TOWN may require, furnish such periodic reports concerning the status of the project, such statements, and copies of proposed and executed plans and other information relative to project as may be requested by the TOWN. The CONSULTANT shall furnish the TOWN, upon request, with copies of all documents and other material prepared or developed in relation with or as part of the project. The CONSULTANT shall provide the TOWN with an electronic copy of the final study report.

(10) **Records and Inspections.** CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement. The TOWN shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings, and activities.

(11) **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

(12) **TOWN Not Obligated to Third Parties.** The TOWN shall not be obligated or liable hereunder to any party other than the CONSULTANT.

(13) **When Rights and Remedies Not Waived.** In no event shall the making by the TOWN of any payment to the CONSULTANT constitute or be construed as a waiver by the TOWN of any breach of covenant, or any default which may exist on the part of the CONSULTANT and the making of any such payment by the TOWN while any such breach or default shall exist in no way impairs or prejudices any right or remedy available to the TOWN in respect to such breach or default.

(14) **Personnel.** The CONSULTANT has all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by the CONSULTANT or under CONSULTANT'S supervision, and all personnel engaged in the work shall be qualified to perform such services. Any additions to the study project personnel shall be made in writing and approved by the Town Administrator.

(15) **Multiple Originals.** It is acknowledged that this Agreement shall be executed by the production of two original documents, one for each party.

(16) **Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Mark Lauzier, President  
MRCA, Inc.  
5633 NW 89<sup>th</sup> Avenue  
Coral Springs, FL 33067

and,

John Canada, Town Administrator  
Town of Southwest Ranches  
6589 S. W. 160 Avenue  
Southwest Ranches, FL 33331

**IN WITNESS WHEREOF**, the TOWN and the CONSULTANT have executed this agreement as of the date first written above.

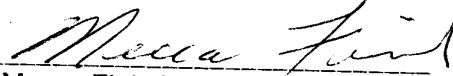
**"MRCA, Inc.":**

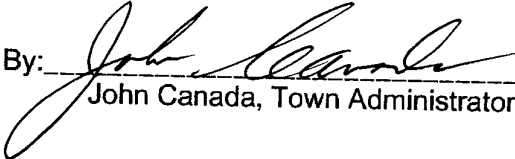
MRCA, INC.

By Mark R. Lauzier  
Mark R. Lauzier, President  
Title: President  
(SEAL)

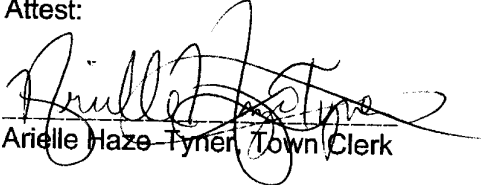
**"TOWN":**

TOWN OF SOUTHWEST RANCHES

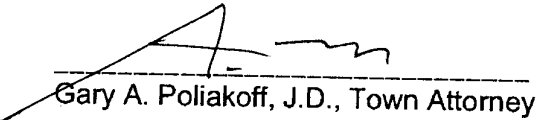
By:   
Mecca Fink, Mayor

By:   
John Canada, Town Administrator

Attest:

  
Arielle Haze-Tyrner, Town Clerk

Approved as to form by:

  
Gary A. Poliakoff, J.D., Town Attorney

## ATTACHMENT A

### SCOPE OF SERVICES FOR SOLID WASTE ASSESSMENT PROGRAM FOR TOWN OF SOUTHWEST RANCHES

**MRCA, Inc. Services and Responsibilities** - The project involves all tasks associated with implementing a solid waste non-ad valorem assessment from the ground up for implementation in fiscal year 2003. This includes developing agreements, ordinances, cost apportionment methodology, rate models, an initial and final assessment resolution, legal notices and related reports. This will provide for the study of additional revenue opportunities that are not currently recoverable, such as the cost of removing illegally dumped materials on public property, participation in household hazardous waste and electronic goods recycling programs as well as the administrative costs of managing solid waste functions.

The following is a summary of the program development and services to be provided:

1. Prepare agreement with BC Property Appraiser (BCPA) for initial establishment and ongoing management of solid waste assessment role including compliance with FL Statute 197.3632 timeline and noticing requirements
2. Prepare enabling solid waste ordinance for Town Attorney review and Town Council approval based on an existing ordinance model (County or local municipality)
3. Obtain the following data from Broward County:
  - a. **Property Appraiser** – Existing Garbage Assessment Roll for calendar 2001 (fiscal 2002) - Data will include all properties and the garbage assessment applied to each parcel, the address, property type, type of structure.
  - b. **County Office of Budget Services and Town of SW Ranches** – Budget line-item detail – The County's assessment calculations will be reviewed and compared with an estimated cost of service provision should the Town establish its' own rates. Service levels and cost options will be provided. Commercial versus residential service will be analyzed.
  - c. **Office of Integrated Waste Management** – Costs related to solid waste disposal along with the data necessary to determine the costs of optional program elements will be collected and analyzed.
4. Create an assessment roll database using the Town's most recent ad valorem tax roll data. Provide rate model scenarios based on varying service levels and cost recovery models. This will include exploration of varying service levels and their impacts on rates.



5. Develop a "policy package" that includes budget projections and cost recovery rate models for Town Administrator and conduct a related Town Council workshop to obtain policy direction on rate models. (Options to be based on Town Administrator's discussions and negotiations with the hauler(s)). A comparison of existing municipal rates will be completed.
6. Develop the initial and final rate resolutions for Council approval
7. Coordinate uniform method legal notices with news media and complete assessment roll implementation with Property Appraiser and Revenue Collector for collection in fiscal year 2003.

## ATTACHMENT B

### SCOPE OF SERVICES FOR SOLID WASTE FRANCHISE FEE ASSESSMENT PROGRAM FOR TOWN OF SOUTHWEST RANCHES

**MRCA, Inc. Services and Responsibilities** - The project involves all tasks associated with implementing a solid waste non-ad valorem franchise fee assessment from the ground up for implementation in fiscal year 2003. This includes developing agreements, ordinances, cost apportionment methodology, rate models, an initial and final assessment resolution, legal notices and related reports. This will provide for the study of additional revenue opportunities that are not currently recoverable, such as the cost of removing illegally dumped materials on public property, participation in household hazardous waste and electronic goods recycling programs as well as the administrative costs of managing solid waste functions.

The following is a summary of the program development and services to be provided:

1. Prepare agreement with BC Property Appraiser (BCPA) for initial establishment and ongoing management of solid waste assessment role including compliance with FL Statute 197.3632 timeline and noticing requirements
2. Prepare enabling solid waste franchise fee ordinance for Town Attorney review and Town Council approval based on an existing ordinance model (County or local municipality)
3. Obtain the following data from Broward County:
  - a. **Property Appraiser** – Existing Garbage Assessment Roll for calendar 2001 (fiscal 2002) - Data will include all properties and the garbage assessment applied to each parcel, the address, property type, type of structure.
  - b. **County Office of Budget Services and Town of SW Ranches** – Budget line-item detail – The County's assessment calculations will be reviewed and compared with an estimated cost of service provision should the Town establish its' own rates. Service levels and cost options will be provided. Commercial versus residential service will be analyzed.
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6. Develop the initial and final rate resolutions for Council approval

7. Coordinate uniform method legal notices with news media and complete assessment roll implementation with Property Appraiser and Revenue Collector for collection in fiscal year 2003.