

RESOLUTION NO. 2020 – 016

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA TRANSFERRING THE TOWN'S CODE COMPLIANCE AND ENFORCEMENT SERVICES TO J.A. MEDINA, LLC; ENTERING INTO A NEW AGREEMENT WITH J.A. MEDINA, LLC., WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR ITS SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, CSI Code Services, Inc. ("CSI") is the Town's current code compliance and enforcement services provider and provider of planning, zoning, permitting and land use services; and

WHEREAS, CSI's President, and principal owner, Robert Solera, has decided to relocate to another state; and

WHEREAS, to maintain the continuity of the Town's department, the Town Council desires to transfer its code compliance and enforcement services and planning, zoning, permitting, and land use services to Julio Medina, its Deputy Code Enforcement Director;

WHEREAS, Julio Medina has agreed to be named the Town's new Code Enforcement Director and to provide code compliance and enforcement services and planning, zoning, permitting and land use services to the Town under his entity J.A. Medina, LLC ("Medina"); and

WHEREAS, the Town is desirous of entering into an agreement with J.A. Medina, LLC for Code Compliance and Enforcement Services & Planning, Zoning, Permitting, and Land Use Services;

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: Effective January 1, 2020, the Town Council of the Town of Southwest Ranches hereby transfers its Code Compliance and Enforcement

Services & Planning, Zoning, Permitting and Land Use Services from CSI Code Services, Inc. to J.A. Medina, LLC

Section 3: The Town Council hereby approves the Agreement, attached hereto as Exhibit "A", between the Town of Southwest Ranches and J.A. Medina, Inc., for Code Compliance and Enforcement Services & Planning, Zoning, Permitting and Land Use Services.

Section 4: The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 9th day of January 2020 on a motion by

C/M Jablonski and seconded by V/M Schroeder.

McKay	<u>Yes</u>
Schroeder	<u>Yes</u>
Amundson	<u>Yes</u>
Hartmann	<u>Yes</u>
Jablonski	<u>Yes</u>

Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>

Doug McKay
Doug McKay, Mayor

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

Approved as to Form and Correctness:

Keith Poliakoff
Keith Poliakoff, Town Attorney
36388841.1

AGREEMENT

BETWEEN

J.A. Medina, LLC

And

TOWN OF SOUTHWEST RANCHES

Providing for

CODE COMPLIANCE SERVICES & PLANNING, ZONING, PERMITTING AND LAND USE
SERVICES

This Agreement is made by and between J.A. Medina, LLC, a Florida limited liability company (hereinafter referred to as "Medina"), and the TOWN OF SOUTHWEST RANCHES, a municipal corporation of the State of Florida (hereinafter referred to as "TOWN").

WHEREAS, CSI Code Services, Inc. ("CSI") is the Town's current code compliance and enforcement services provider and provider of planning, zoning, permitting and land use services; and

WHEREAS, CSI's President, and principal owner, Robert Solera, has decided to relocate to another state; and

WHEREAS, to maintain the continuity of the Town's department, the Town Council desires to transfer its code compliance and enforcement services to Julio Medina, its Deputy Code Enforcement Director;

WHEREAS, Julio Medina has agreed to be named the Town's new Code Enforcement Director and to provide code compliance and enforcement services and planning, zoning, permitting and land use services to the Town under his entity J.A. Medina, LLC ("Medina"); and

WHEREAS, Medina and the TOWN desire to enter into an Agreement for the provision of Code Compliance Services by Medina under the terms and conditions set forth hereinafter;

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, Medina and TOWN do hereby agree as follows:

ARTICLE I
BACKGROUND, PURPOSE AND INTENT

- 1.1 The above recitals are true and correct and incorporated herein as if set forth in full hereunder.
- 1.2 It is the purpose and intent of this Agreement for to provide Code Compliance Services for the TOWN in conformity with Chapter 162 Florida Statutes, as may be amended from time to time, and in furtherance of the direction of the Town Council and Town Administration.
- 1.3 The TOWN and Medina find that the method of delivery of Code Compliance Services set forth in this Agreement is in the best interest of the public and can be best accomplished through coordination of the provisions of such services as set forth herein.

ARTICLE 2
SCOPE OF SERVICES

- 2.1 Medina agrees to provide Code Compliance Services pursuant to Exhibit "A" attached (hereinafter referred to as "Scope of Services", "Services", or "Work").
- 2.2 TOWN hereby appoints Medina as the Code Compliance Official for the TOWN and authorizes the Official to perform the required duties, as requested by the TOWN pursuant to Schedule "A" attached hereto and made a part hereof.
- 2.3 Medina agrees to provide code enforcement staffing to the TOWN, pursuant to Schedule "B", attached hereto and made a part hereof. The code enforcement officers must be trained in code enforcement with a minimum certification level determined by the Town Administrator and the Town Attorney. A copy of each code enforcement officer's certification must be kept up to date and a copy shall remain on file with the Town.
- 2.4 As it relates to this Agreement, Medina designates Julio Medina as its chief code enforcement officer. Medina's chief code enforcement officer shall work a minimum of forty (40) hours a week at the Town. Medina may not remove Julio Medina as the TOWN'S chief code enforcement officer without the consent of the Town Council.
- 2.5 Medina shall also designate a code enforcement clerk. The code enforcement clerk shall be a notary and shall maintain and manage all code enforcement files

during the code enforcement proceedings. The code enforcement clerk shall be available to swear in all witnesses during the code enforcement proceedings.

- 2.6 Medina's staff shall be available upon request for staff support services at meetings of the Town Council or its boards.
- 2.7 Medina shall maintain daily office hours within Town Hall in accordance with the Town's official calendar. In addition to the daily office hours, unless extended, reduced, or modified in writing by the Town Administrator, Medina's hours shall be Monday, Wednesday, and Friday 8:30 a.m. to 8:00 p.m.; Tuesday, Thursday, Saturday, and Sunday 8:30 a.m. to 5:00 p.m. On days of Code Enforcement Hearings office hours shall commence at 8:00 a.m.
- 2.8 In addition to the above services, during a declared state of local emergency, Medina shall work with the Town to provide, at the sole direction of the Town Administrator, post disaster assistance. The scope of such service, and the fee for such service, shall be as specifically delineated in the attached executed Post Disaster Relief Agreement, which has been attached hereto and is incorporated herein by reference.
- 2.9 Medina also agrees to provide planning, zoning, permitting and land use services to the TOWN, excluding applications for quasi-judicial hearings. All services shall be rendered consistent with the TOWN's Comprehensive Land Use Plan, and the TOWN's Unified Land Development Code, by a qualified Medina employee who is trained and certified to render such services. Medina shall not only process permits and plans, but it shall also make the necessary on-site inspections and shall answer all questions concerning planning, zoning, permitting, and land use items, within at least twenty-four (24) business hours from the receipt of same. Such compensation for these additional services shall be in accordance with the Town's rate resolution. Medina shall be compensated by the Town within thirty (30) days of the applicant's payment to the TOWN for these services.

ARTICLE 3 TERM OF AGREEMENT

- 3.1 This Agreement shall become effective on January 1, 2020 (the Effective Date), and shall continue in full force and effect for sixty (60) months, with extensions to be approved by the TOWN and Medina, unless earlier terminated in accordance with paragraph 3.2 hereof.
- 3.2 Notwithstanding any other provision of this Agreement, this Agreement is terminable at will by either party, with or without cause. Notice of termination

shall be provided in accordance with the "NOTICE" section of this Agreement. Either party may terminate this Agreement upon providing sixty (60) days written notice. In the event that this Agreement is terminated, Medina shall solely be paid for any Work performed up to the date of termination and Medina shall not be entitled to any additional compensation, of any kind or in any amount, from TOWN as a result of being terminated. Medina specifically waives any and all rights to seek any additional sums or damages from TOWN due to being terminated other than Medina's sole right to be paid for any Work performed up to the date this Agreement is terminated. Upon termination, Medina shall immediately refrain from performing further Work for the TOWN or incurring additional expenses.

- 3.3 In the event of termination or expiration of this Agreement, Medina and TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from Medina to such other person or entity designated by the TOWN, who will assume Code Compliance Services, including the transfers to the TOWN of all files and records in possession of Medina which relate to the TOWN'S Code Compliance Services.

ARTICLE 4 COMPENSATION

- 4.1 Medina shall provide Code Compliance Services, as described in Exhibit "A", to the TOWN for a Fiscal Year Fee of Two Hundred and Nine Thousand Five Hundred and Sixteen Dollars (\$209,516). This fiscal year amount may be amended by the Town Council during its budget process. The allocation of the fiscal year amount shall be approved by the Town Council during its budget process. Medina shall be compensated one month in arrears, strictly based upon its budget allocation. By way of example only, if Medina fails to fill one of its budgeted allocated positions, or if one of its allocated positions fails to work at the Town for a minimum of forty hours per week, such monthly compensations shall be reduced accordingly.
- 4.2 Medina shall submit an invoice for its work performed by the tenth day of each month. TOWN and Medina agree that payment will be provided within ten (10) business days of the Town Administrator's receipt and approval of an invoice in acceptable form and the monthly performance report. Payment may be withheld for failure of Medina to comply, in whole or in part, with any term, condition, or requirement of this Agreement.
- 4.3 Any monies which are the subject of a dispute regarding this Agreement and which are not paid when claimed to be due, shall not be subject to interest.

- 4.4 TOWN and Medina agree that the cost of miscellaneous supplies associated with the operational and procedural requirements of performing Code Compliance functions for the TOWN shall be included in the Annual Fee and shall not be billed separately to the TOWN. Such items include, but are not limited to, code compliance vehicle(s), uniforms, office supplies, computer equipment, doorknob notices, ticket books, and violation stickers.
- 4.5 Medina shall pay the TOWN \$500 per month to rent space in Town Hall plus \$100 per month for office supplies. Such payment to the TOWN can be in the form of a credit against compensation. The location of such space shall be in the sole discretion of the Town Administrator, and is subject to change. If Medina desires these payments to the Town to be in the form of a credit, such credit shall be listed as an offset on CSI's next submitted invoice, in a form and format approved by the Town's Financial Administrator.
- 4.6 TOWN and Medina agree that Medina, if requested, will participate in drafting codes relating to code compliance activities.

ARTICLE 5
INDEMNIFICATION, LIABILITY & INSURANCE

- 5.1 To the fullest extent permitted by law Medina shall indemnify, and hold harmless the TOWN and the TOWN'S officers and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and costs at all tribunal levels, including but not limited to, the trial level and all appeals, to the extent caused by the malfeasance, negligence, recklessness, or wrongful misconduct of Medina and persons employed or utilized by Medina in the performance of the Work pursuant to this Agreement. TOWN and Medina agree that 1% of the compensation due to Medina from TOWN pursuant to this Agreement is offered and accepted as sufficient separate consideration for Medina's agreement to indemnify TOWN and TOWN'S officers and employees as provided for in this paragraph. This specific consideration for Medina's agreement to indemnify is already incorporated in the rate agreed to between TOWN and Medina. Medina agrees to be fully responsible for acts and omissions of their respective agents or employees. Nothing herein is intended to serve as a waiver of sovereign immunity by the TOWN to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter, whether arising out of this Agreement or any other contract.

- 5.2 Without limiting any of the other obligations or liabilities of Medina, Medina shall provide, pay for, and maintain in force all insurance specified herein. The TOWN shall be named as an additional insured of all the insurance policies to be acquired by Medina for the Work provided by Medina pursuant to this Agreement and shall also be identified as the certificate holder on all certificates of insurance. The insurance required by this Agreement shall be written by a company licensed in Florida and the company must reasonably be acceptable to the TOWN. The insurance required by this Section shall also cover all Work performed by Medina's employees, independent contractors, subcontractors and/or subconsultants pursuant to this Agreement. This insurance shall be primary and other insurance of the TOWN shall not be contributory. The insurance coverages to be acquired and maintained by Medina are as follows:
- 5.3 Workers' Compensation Insurance, if required by law, to apply to employees in compliance with the "Worker's Compensation Law" of the State of Florida; and
- 5.4 Comprehensive General Liability Insurance: Medina to provide comprehensive general liability insurance with minimum limit of coverage of Five Hundred Thousand (\$500,000) Dollars per occurrence. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include coverage for:
- (a) Premises and/or Operations;
 - (b) Independent Contractors;
 - (c) Broad Form Property;
 - (d) Contractual;
 - (e) Personal injury; and
 - (f) Products/Completed.
- 5.5 Automobile Liability Insurance, Medina to provide automobile liability insurance to cover any auto with a limit of coverage of at least Five Hundred Thousand (\$500,000) Dollars per occurrence.
- 5.6 Medina shall provide to TOWN a certificate of Insurance and a copy of required insurance policies as required by this Section. All certificates and endorsements required herein shall state that TOWN shall be given thirty (30) days notice prior to expiration or cancellation of said policy.

- 5.7 If the initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished at least thirty (30) days prior to the date of their expiration.

ARTICLE 6
RELATIONSHIP

- 6.1 Medina shall perform all of the Work enumerated in this Agreement solely as an independent contractor, and not as an employee of the TOWN. Medina shall be responsible for directing its efforts to the manner and means of accomplishing the Work to be performed hereunder by medina.
- 6.2 Neither Medina nor TOWN intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

ARTICLE 7
AUDIT RIGHT AND RETENTION OF RECORDS

- 7.1 TOWN shall have the right to audit the books, records, computer records, electronic stored data, and accounts of Medina that are related to this Agreement. Medina shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Medina shall preserve and make available, at reasonable times for examination and audit by TOWN, all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes) if applicable, or, if the Florida Public Records Act is not applicable, of a minimum period of five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of five (5) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to Medina's records, Medina shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirements of either federal or state law shall be violated by Medina. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry.

ARTICLE 8
REPORTS

- 8.1 By the Tenth (10th) day of each month, as a condition precedent to TOWN's obligation to make any payments to Medina under this Agreement, Medina shall provide the Town Administrator, the Town Attorney, and the Town Council, with a report delineating the previous month's activity. Said monthly information shall be provided to the TOWN through an electronic medium, in a form and format acceptable by the Town Administrator, via a system that is accessible by the intranet. If the Town Administrator determines that Medina's system is not compatible, or that another system should be utilized, the desired system shall be implemented and utilized by Medina at no additional cost to the TOWN. In addition to the monthly report, Medina shall provide daily, through an electronic medium accessible from the internet, clear and concise tracking information, which shall include the status of all matters including answers to questions and responses to complaints.

ARTICLE 9
SUBCONTRACTING

- 9.1 All substantive work to be performed pursuant to the terms of this Agreement shall be performed by Medina. No work shall be subcontracted to other parties, firms, or individuals by Medina without the prior written consent of the Town Administrator, which will not be unreasonably withheld. Medina shall ensure that all subcontractors or subconsultants performing any Work under this Agreement are bound in writing to all of the terms and conditions of this Agreement.

ARTICLE 10
OWNERSHIP RIGHTS

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

ARTICLE 11
NONDISCRIMINATION

- 11.1 Medina shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Medina shall affirmatively comply with all applicable provisions of

the Americans with Disabilities Act (ADA) in the course of providing any services, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Medina shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

- 11.2 Medina's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin.

ARTICLE 12
ENTIRE AGREEMENT

- 12.1 This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the entire understanding and agreement between the parties and supersedes previous Agreements and representations whether written or oral.

ARTICLE 13
CONSTRUCTION

- 13.1 This Agreement has been a joint effort of the parties, and the resulting documents, solely as a matter of judicial construction, shall not be construed more severely against one of the parties than the other.

ARTICLE 14
FURTHER ASSURANCES

- 14.1 TOWN and Medina agree to execute, acknowledge, and deliver, and cause to be done, executed, acknowledged, and delivered, all such further documents and perform such acts as shall be requested of it to carry out this Agreement and give effect hereto solely consistent with applicable Federal, State and local laws, rules or regulations. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

ARTICLE 15
COUNTERPARTS

- 15.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute the same Agreement.

ARTICLE 16
NO AMENDMENT OR WAIVER

- 16.1 This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement, prior to the initiation of any Work reflecting such change.

ARTICLE 17
SEVERABILITY

- 17.1 In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed to be in full force and effect. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

ARTICLE 18
PROFESSIONAL ASSURANCES

- 18.1 Medina shall perform all services under this Agreement in accordance with the highest standard of care used by similar professional code enforcement officers in Broward County, Florida, under similar circumstances and shall exercise a reasonable degree of skill and care, as determined by the degree of skill and care ordinarily employed by others of the same profession.

ARTICLE 19
NOTICE

19.1 Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present the parties designate the following as the respective places for giving of notice:

For TOWN:

Town of Southwest Ranches
Andrew Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33331

And

Keith M. Poliakoff, Esq.
Saul Ewing Arnstein & Lehr
200 East Las Olas Boulevard
Suite 1000
Ft. Lauderdale, FL 33301

For J.A. Medina, LLC:

J.A. Medina, LLC
Attn: Julio Medina, Manager
7717 Biltmore Blvd.
Miramar, FL 33023

ARTICLE 20

RESOLUTION OF DISPUTES

- 20.1 To prevent litigation, it is agreed by the parties hereto that TOWN Administrator shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Agreement and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed, to be done or furnished under or, by reason of, the Agreement. The Town Administrator's decision shall be reduced to writing and a copy furnished to Medina within a reasonable time following submission to the TOWN of the question, claim, difficulty or dispute as referenced above. The TOWN Administrator's decision shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by competent evidence.
- 20.2 To further prevent litigation, the parties shall endeavor to resolve any and all claims arising from this Contract by mediation. A request for mediation shall be filed, in writing, with the other party to the Contract. To the extent litigation is permitted under this Contract, the request shall be made prior to the filing of a legal or equitable proceeding, which shall not be filed prior to the outcome of mediation which will be completed within sixty (60) consecutive calendar days from the date a request for mediation is submitted to the other party unless the parties agree to an extension. The statute of limitations of any claim shall be tolled from the date mediation is requested until completed. To the extent the parties cannot mutually select a mediator, within fifteen (15) consecutive calendar days, from the date a request for mediation has been submitted, either party can request the American Arbitration Association to appoint a mediator with experience to serve as mediator. The mediator selected to serve shall be certified by the Florida Supreme Court. The mediation shall be conducted in Broward County, Florida.

ARTICLE 21

APPLICABLE LAW & VENUE; WAIVER OF JURY TRIAL

- 21.1 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the exclusive jurisdiction and venue of an appropriate Court of competent jurisdiction in the Seventeenth Judicial Circuit of Broward County, Florida.

BY ENTERING INTO THIS AGREEMENT, MEDINA AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

ARTICLE 22
ENFORCEMENT; ATTORNEY'S FEES

- 22.1 The TOWN and Medina are the beneficiaries of this Agreement and as such, may enforce this Agreement by action at law or in equity. In the event of any litigation between the TOWN and Medina resulting from and/or arising out of this Agreement, it is hereby acknowledged and agreed that the prevailing party shall be entitled to recover any and all reasonable attorney's fees and costs from the non-prevailing party in any such litigation, including attorneys fees and costs incurred at the trial level and on appeal.

ARTICLE 23
REPRESENTATION OF AUTHORITY

- 23.1 The individuals executing this Agreement on behalf of any entity do hereby represent and warrant that they are, on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of their principal.

ARTICLE 24
SURVIVABILITY

- 24.1 ARTICLE 5 of this Agreement entitled "INDEMNIFICATION, LIABILITY & INSURANCE"; ARTICLE 7 of this Agreement entitled "AUDIT RIGHT AND RETENTION OF RECORDS"; ARTICLE 10 of this Agreement entitled "OWNERSHIP RIGHTS"; ARTICLE 14 of this Agreement entitled "FURTHER ASSURANCES"; ARTICLE 20 of this Agreement entitled "RESOLUTION OF DISPUTES"; ARTICLE 21 of this Agreement entitled "APPLICABLE LAW & VENUE; WAIVER OF JURY TRIAL"; and ARTICLE 22 of this Agreement entitled "ENFORCEMENT; ATTORNEY'S FEES" shall survive the termination, cancellation, or expiration of this Agreement for any reason whatsoever.

ARTICLE 25
COMPLIANCE WITH LAWS

- 25.1 Medina shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

ARTICLE 26
MISCELLANEOUS

- 26.1 Performance: Medina represents that all persons performing the services required under this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a skillful and respectable manner.
- 26.2 Materiality and Waiver of Breach: Medina and TOWN agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- 26.3 Conflicts: Neither party nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise of judgment related to its performance under this Agreement.

The parties agree that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against the other in any legal or administrative proceeding related to performance under this Agreement in which he or she is not a party, unless compelled by court process. Further, the parties agree that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the other party or in connection with any such pending or threatened legal or administrative proceeding related to the performance under this Agreement. The limitations of this section shall not preclude either party or any other persons from representing themselves in any

SCHEDULE "A"

CODE COMPLIANCE SERVICES

Code Compliance Services shall be provided based upon conformance with the standard procedural requirements presently employed and in conformity with Chapter 162, Florida Statutes. Services are to be provided based upon response to input from residents or officials of the TOWN. Such services shall consist of, but not be limited by, the following:

- Code Compliance Services shall be available a minimum of forty (40) hours per Medina's employees per week. Code Compliance Services shall operate at times when necessary to inspect code violations that are not visible during the regular business hours and upon the reasonable request of the Town Administrator. Working on weekends shall not be deemed unreasonable. Except for cases involving life safety issues, Code Compliance Services shall not be available during TOWN holidays as determined by the TOWN'S holiday calendar.
- Medina shall intake and process all code violation complaints from residents or officials of the TOWN. The intake reports shall be specifically and clearly logged. All building code complaints shall be routed by Medina to the TOWN'S Building Code Services Department currently under a contract with Broward County, within two business days of receipt.
- Unless the complaint involves a life safety issue (which shall take immediate priority), as determined by the code officer, the Town Attorney, or the Town Administrator, the complainant, if known, shall be contacted within two business days, of registering an initial complaint. Further, Medina shall follow up with the complainant, if known, within two (2) business days following the initial field inspection(s) and shall advise the complainant as to the actions taken by the code compliance officer.
- Medina shall conduct a field inspection within two days following the complaint.
- Field inspections shall be responsive to specific complaints and shall provide for the issuance of violation notices or door hangers as necessary. Field inspections shall include a site visit, interview of the interested parties (when possible), clear documentation of the violation, including photographs or otherwise, and issuance of the violation when necessary.

- Medina shall provide the monthly progress reports as specified in Article 8 of this Agreement.
- Medina shall make every effort to work with the resident to resolve the code violation prior to the Special magistrate Hearing.
- Medina shall regularly communicate with the Town Attorney and the Town Administrator regarding the prosecution of code compliance matters.
- Medina shall, at a minimum, post notice on all properties containing code violations, as deemed necessary by the code compliance officer and as required by Chapter 162, Florida Statutes, and shall send out all code violation notices via certified mail return receipt requested, pursuant to the requirements of Chapter 162, Florida Statutes, in ample time to schedule the code violator for the next available Special Magistrate proceeding.
- Medina shall prepare all code hearing agendas, and shall have additional copies of the agenda available for the public. Medina shall work with the Town Attorney to insure that each agenda is in conformity with state law. All code hearing agendas shall be posted monthly in the Town Hall.
- Medina shall provide the TOWN'S Special Magistrate with copies of all necessary materials and documentation to properly review the hearing's agenda and the cases scheduled to be heard at least seven (7) business days prior to the scheduled Special Magistrate hearing date.
- Medina shall be available monthly to testify and to provide evidence at all Special Magistrate hearings.
- Medina shall review all Special Magistrate Orders to ensure that they conform with the Special Magistrate's determination.
- Medina shall mail all Orders to the owner of the property for which a determination has been made in compliance with Chapter 162, Florida Statutes.
- Medina shall work with the Town Attorney to mitigate any fines for cases in non-compliance. Medina shall be contacted to provide information as to the amount of time spent on a specific case and the working relationship with the respective individuals associated with the specific case prior to the determination of the final imposed fine amount or any other sanction rendered for non-compliance.
- Medina's files shall be well organized, thorough and complete.

- Medina shall promptly respond to all requests by title companies, or otherwise, seeking to determine if violations exist on specified properties. Medina may charge a reasonable fee, comparable to fees charged by neighboring municipalities or by the County, for this service and said fee shall go directly to Medina.
- Medina shall ensure that its employees maintain necessary certifications, licenses, and shall obtain additional training, as necessary.
- Medina shall provide additional code compliance services as agreed to by the Town Administrator and Medina.
- Medina shall provide cellular phone service for Medina staff that shall be accessible to the Town Administrator and the Town Attorney.
- Medina shall maintain a computer linkage capable of contact via e-mail, during regular business hours.
- Medina shall attend Council Workshops and Meetings and HOA meetings, if necessary, to provide input on Code issues.

SCHEDULE "B"

Fiscal Year 2020 Budgetary Allocation \$209,516

The above sets the maximum amount agreed to be paid by the Town. Medina may offer other benefits and overtime, as may be provided by law.

1. Director Level IV Certification (40 hours per week): \$79,320
2. Supervisor at least Level II or III Certification (40 hours per week): \$39,996
3. Inspector at least Level I Certification (40 hours per week): \$36,000
4. Coordinator (40 hours per week): \$42,000
5. Vehicle Allowance: \$11,700

6. Software Reimbursement when proof of payment is provided: \$500

Payment by Medina or Credit to the Town:

7. Annual Rent paid to the Town: \$6,000 (\$500 per month)
8. Office Supplies paid to the Town: \$1,200 (\$100 per month)

The payment of rent and office supplies to the Town, can occur in the form of a credit against compensation owed to Medina.

The amounts listed in items 1-5 above can be modified based upon the written approval of the Town Administrator, which may be unreasonably withheld, provided that the total amount of items 1-4 (\$209,016) does not change. The agreed to allocation of 1-5 shall determine Medina's monthly compensation.

The hours referenced above, is the amount of hours minimally required for Medina to receive compensation in full.

WITNESSES:

Yanis [Signature]
Blair Bubery

TOWN OF SOUTHWEST RANCHES

By: [Signature]
Doug McKay, Mayor

9th day of January, 2020

ATTEST:

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

APPROVED AS TO FORM:

By: [Signature]
Keith M. Poliakoff, J.D.
Town Attorney

action or in any administrative or legal proceeding related to the performance under this Agreement.

26.4 Drug Free Workplace: Medina shall operate a drug free workplace, in compliance with State and Federal law.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: J.A. Medina, LLC, through its Manager Julio Medina, authorized to execute same, and TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 9th day of January, 2020.

WITNESSES:

J.A. Medina, LLC

By: _____


Julio Medina, Manager

____ day of January, 2020