

RESOLUTION NO. 07-103

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; AUTHORIZING AN EXTENSION OF ADDENDUM 1 TO THE CONTRACT WITH CAP GOVERNMENT, INC., FORMERLY KNOWN AS CSA SOUTHEAST, INC., AND M.T. CAUSLEY, INC. FOR PROVISION OF CODE COMPLIANCE SERVICES THROUGH DECEMBER 31ST, 2007; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, since June 2004, the Village of Palmetto Bay has contracted for code compliance services with CAP Government, Inc., formerly known as CSA Southeast, Inc., and M.T. Causley, Inc.; and

WHEREAS, on June 11th, 2007, the Village Council adopted Resolution 07-64 authorizing an extension of Addendum 1 to the contract with CAP Government, Inc. and M.T. Causley, Inc. for provision of code compliance services through October 31st, 2007, under the same terms and conditions contained in the underlying contract; and

WHEREAS, the Village is desirous of directly providing code compliance services and has included funding in the Department of Planning, Zoning and Building Services adopted FY'08 budget; and

WHEREAS, to ensure a sufficient time period for a smooth transition of code services directly to the Village, it is desirous to extend the contract for out-side provision of code compliance services through December 31st, 2007.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1: The Village Council approves and authorizes an extension of Addendum 1 to the contract with CAP Government, Inc., formerly known as CSA Southeast, Inc., and M.T. Causley, Inc. for provision of code compliance services through December 31st, 2007, under the same terms and conditions contained in the underlying contract attached and incorporated by reference as Exhibit 1.

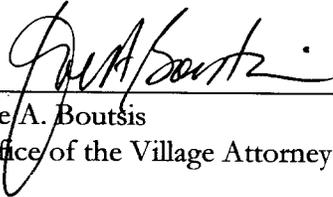
Section 2: This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 1st day of October, 2007.

Attest: 
Meighan Rader
Village Clerk


Eugene P. Flinn, Jr.
Mayor

APPROVED AS TO FORM:


Eve A. Boutsis
Office of the Village Attorney

FINAL VOTE AT ADOPTION:

| | |
|---------------------------------|------------|
| Council Member Ed Feller | <u>YES</u> |
| Council Member Paul Neidhart | <u>YES</u> |
| Council Member Shelley Stanczyk | <u>YES</u> |
| Vice-Mayor Linda Robinson | <u>YES</u> |
| Mayor Eugene P. Flinn, Jr. | <u>YES</u> |

ADDENDUM 1

**TO THE CONTRACT BETWEEN
THE VILLAGE OF PALMETTO BAY AND CSA SOUTHEAST, INC.**

THIS ADDENDUM, amends and supplements the June 3, 2003 contract between the Village of Palmetto Bay and CSA Southeast, Inc. for Building and Permitting Services, and is made and entered into this 6th day of June, 2004, by and between the Village of Palmetto Bay, a Florida municipal corporation (the "village"), and CSA Southeast, Inc. ("CSA") and M.T. Causley, Inc. ("MTC").

WHEREAS, the village and CSA on June 3, 2003 executed an agreement for CSA to provide building and permitting services;

WHEREAS, pursuant to section 2.3.3 of the June 3, 2003 contract allows for the provision of code enforcement services;

WHEREAS, CSA Southeast, Inc. and M.T. Causley, Inc. have been competitively selected to provide code enforcement services and the parties have negotiated the price and scope of code enforcement services to be provided; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by all parties, the parties agree as follows:

1. WHEREAS CLAUSES

1.1 The above whereas clauses are incorporated and made a part of this addendum.

2. PURPOSE/AUTHORIZATION

2.1 Pursuant to section 2.3.3 of the June 3, 2003 agreement and their selection through a competitive Request for Qualifications, the village may retain CSA and MTC to perform code enforcement services for the village as described in Section 4 below.

2.2 Employees of CSA and MTC assigned to perform services for the village shall be authorized to enforce the village code as authorized under its constitutional home-rule powers.

1 3. **COMMENCEMENT DATE AND TERM**

2
3 3.1 The services specified under this Addendum shall commence on
4 June 15, 2004 for an initial one (1) year term with two additional one (1) year extensions
5 unless terminated as provided in Section 9 of the June 3, 2003 contract.
6

7 4. **SCOPE OF SERVICES**

8
9 CSA and MTC shall provide the following services to the village:
10

11 4.1 **Code Compliance/Enforcement Services**

12
13 4.1.1 Provide support services relating to the start-up, organization
14 and coordination of the village's code enforcement department as requested and
15 determined by the village manager.
16

17 4.1.2 Program computer software and develop required forms,
18 processes, and procedures in conjunction with the village to ensure the adequate operation
19 of the code enforcement unit during and after the initial stages of operation.
20

21 4.1.3 Pursuant to its constitutional home-rule powers and the
22 village code, CSA and MTC shall enforce the village code, the Florida Building Code,
23 the Miami-Dade County Code and ordinances, and other laws, as required.
24

25 4.1.4 Issue notices of violation, stop work orders, citations and
26 fines.

27 4.1.5 Prepare all paperwork and documentation for code
28 enforcement hearings and process all cases through the code compliance process.
29

30 4.1.6 Attend all code compliance hearings on behalf of the village.
31

32 4.1.7 Provide required training, uniforms as approved by the
33 village, all necessary vehicles, mobile phones or radios, equipment, and office supplies
34 for CSA and MTC employees to perform the code compliance services required by this
35 addendum.

1 4.1.8 CSA and MTC shall provide monthly reports to the village
2 manager of all known and reported violations of the village code, the Florida Building
3 Code and the Miami-Dade County Codes.
4

5 4.1.9 Provide other code compliance and enforcement services
6 mutually agreed to by CSA, MTC and the village manager.
7

8 4.1.10 Provide certified code enforcement officers and adequate staff
9 support, including senior management support, to accomplish this scope of work.
10

11 4.1.11 Establish a regular work schedule for the code enforcement
12 officers that shall include weekends.
13

14 4.1.12 Provide services so as to implement the code enforcement
15 services plan, which plan is attached as exhibit 1 to this addendum.
16
17

18 **5. VILLAGE RESPONSIBILITIES**
19

20 5.1 The village may provide badges and photo I.D. for CSA and MTC
21 employees.
22

23 5.2 The village will provide furnished workspace, telephones, fax
24 service, computers to include software, stationary and necessary forms for the code
25 enforcement unit to perform the services required by this addendum.
26
27

28 **6. COMPENSATION**
29

30 6.1 For all code compliance services provided by CSA and MTC as
31 described in section 4 of this addendum, the village shall pay CSA a monthly fee of
32 \$17,500.
33

34 6.2 The Fee shall include the full time services of two Certified Code
35 Enforcement Officers, the full time services of one administrative staff support, and the
36 other items specified in Section 4.
37

38 6.3 The term "full time" shall be defined as a regular work week which
39 shall consist of a minimum of 40 hours.

1 6.4 Fees for code compliance services shall be billed and paid pursuant
2 to monthly invoices submitted to the village.

3
4 6.5 Additional full or part time code enforcement officers, should they
5 be required, will be billed as provided in the rate proposal attached as exhibit 2 to this
6 addendum.

7
8 6.6 Hourly rates charged for overtime or after hours work shall be billed
9 as provided in the rate proposal attached as exhibit 2 to this addendum.

10
11 6.7 Any overtime or after hours work shall require prior authorization
12 from the Village Manager.

13
14 6.8 The village shall initially contract for the services of two code
15 enforcement officers and one administrative staff support.

16
17 6.9 The village shall provide CSA and MTC 30 calendar days' written
18 notice of the village's intent to increase or decrease the number of code enforcement
19 officers provided by CSA and MTC to the village.

20
21 6.10 The village shall pay within 30 calendar days of approval by the
22 village manager of any invoices submitted to the village.

23
24
25 **7. OTHER TERMS AND CONDITIONS**

26
27 7.1 All of the terms and conditions set forth in the June 3, 2003
28 agreement shall remain in full force and effect. This Addendum 1 to the agreement shall
29 additionally bind MTC to the terms and conditions contained in sections 5. (Records:
30 Right to Inspect And Audit), 6. (Indemnification), 7. (Insurance), 8. (Term), 9.
31 (Termination), 10. (Entire Agreement; Modification/Amendment), 11. (Severability), 12.
32 (Governing Law), 13. (Waiver), 14. (Notices; Authorized Representatives), 15.
33 (Independent Contractor), 16. (Staffing), 18. (Assignment), 20. (Warranties of CSA), 21.
34 (Attorney's Fees), 22. (Waiver of Jury Trial), and 23. (Time of the Essence).

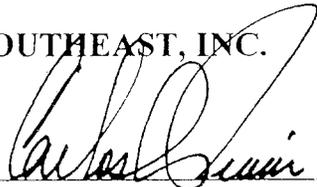
35
36
37 **Signature Page Follows:**
38
39
40
41

1 **IN WITNESS WHEREOF** the undersigned parties have executed this Agreement on the
2 date indicated above.

3
4 **WITNESSES:**

CSA SOUTHEAST, INC.

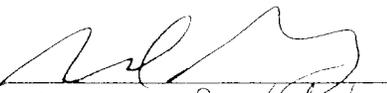
5
6 
7 _____
8 Print Name: Odalys Guevara

By: 
_____ Carlos A. Penin, P.E., President

9
10 
11 Print Name: Paul Rodriguez

Date: 6/8/04

12
13
14 **M. T. CAUSLEY, INC.**

15
16 
17 _____
18 Print Name: Paul Rodriguez

By: 
_____ Michael T. Causley, President

19
20 Allen J. White
21 Print Name: Allen White

Date: 6/8/04

22
23
24
25 **ATTEST:**

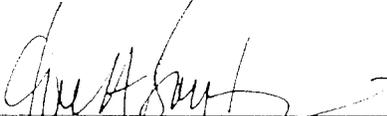
VILLAGE OF PALMETTO BAY

26
27
28 
29 _____
30 Village Clerk

By: 
_____ Charles D. Scurr, Village Manager

Date: 6/8/04

31
32
33
34 **APPROVED AS TO FORM:**

35
36 
37 _____
38 Earl G. Gallop,
39 Village Attorney

1 **Exhibit 1**
2 **Code Enforcement Services Plan**
3

4 A focused, results oriented, customer service driven approach to code enforcement based
5 upon a mutually established set of priorities with a proactive regular patrol schedule and a
6 response to resident's complaints within 48 hours.
7

8 CSA is proposing to provide two full time code enforcement officers and one
9 administrative staff support. This will allow for a 7 day per week operation for optimum
10 coverage of the Village. The Code Enforcement Unit will maintain the cases open until
11 they reach full compliance. The weekly and monthly report will identify the cases (open,
12 closed and new), monitoring progress to date and analyzing the results.
13

14 The proposal includes the operational expenses, such as cars, gasoline, phone and radios,
15 miscellaneous office supplies.
16

17 The Village will provide computers to the code enforcement unit. The software that we
18 are presently using for the Building and Zoning Department contains a Code
19 Enforcement Unit module, which shall be programmed and initialized by CSA.
20
21

22 **Patrol Rotation Methodology**
23

- 24 •Establish sectors
- 25 •7 day coverage
- 26 •Occasional evening patrols
- 27 •All sectors visited every day
- 28 •No fixed schedules
- 29 •Proactive sector sweeps
30

31 **Planned Initiatives**
32

- 33 •Effective Data Management
- 34 •Community Outreach Workshops with organizations within the Village
- 35 •Public Safety Issues
- 36 •District Maintenance
- 37 •Assist Village Officials with infrastructure maintenance issues
- 38 •Contact list for local and state authorities providing essential services
- 39 •Vacant Lot Database

1

Resources Required

| Village | | CSA |
|----------------|---------------------------------|------------|
| Y | Office Space | |
| Y | Computer Hardware | |
| Y | Software | |
| Y | Stationary and Subsequent Forms | |
| | Vehicles | Y |
| | Phone/Radios | Y |
| | Cameras | Y |
| | Training | Y |
| | Office supplies | Y |
| | Uniforms | Y |

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Responsibilities

| Village | | CSA |
|----------------|--|------------|
| | Identify Violations | Y |
| | Receive Complaints | Y |
| | Produce Verbal Notice | Y |
| | Produce Written Warning | Y |
| | Produce Letter of Violation | Y |
| | Follow up Violations | Y |
| | Prepare Case File For Special Master/Litigation | Y |
| | Staff Support before Special Master/Litigation | Y |
| Y | Legal Representation Before Special Master | |
| Y | Supervision of Code enforcers | Y |
| Y | Direct CE effort as per Council Priorities | |
| Y | Evaluate Violations and Final Procedure Decision (Fines) | |
| | Capture and Process Data | Y |
| | Management Assistance in Conflict Resolution | Y |
| | Management Assistance in Drafting the Village's Code of Ordinances | Y |
| | Computer Programming and Input | Y |
| | Form and Procedure Development | Y |

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Exhibit 2

**Proposed Rates for
Existing and Additional Personnel**

| Position | Rate |
|--|--|
| Full time Certified Code Compliance Officer, Regular Hours <ul style="list-style-type: none">Includes base salary, fringe benefits, equipment, transportation and services detailed in Section 4. | \$85,000/ yr. |
| Existing Code Compliance Officer, Overtime | \$48 per hour |
| Existing Administrative Assistant, Overtime | \$27 per hour |
| Additional Code Compliance Officer, Regular Hours <ul style="list-style-type: none">Holidays, Weekends, After Hours | \$ 50 per hour \$ 75 per hour |
| Additional Administrative Assistant, Regular Hours <ul style="list-style-type: none">Holidays, Weekends, After Hours | \$ 40 per hour \$ 60 per hour |
| In the event of a natural disaster, if additional personnel are required the rate of the additional personnel shall be at the following rate: Code Compliance Officer <ul style="list-style-type: none">Holidays, Weekends, After Hours Plus Expenses (i.e., Lodging, Travel, etc.) Administrative Assistant <ul style="list-style-type: none">Holidays, Weekends, After Hours Plus Expenses (i.e., Lodging, Travel, etc.) | \$ 60 per hour \$ 85 per hour \$ 50 per hour \$ 70 per hour |