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CITY OF WESTLAKE

RESOLUTION NO. 2023-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY COUNCIL MEMBER TO EXECUTE THE THIRD ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF WESTLAKE AND CHEN MOORE & ASSOCIATES, INC.; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council deems it to be in the best interests of the City to approve and authorize the proper City Council Member to execute the Third Addendum to Professional Services Agreement between the City of Westlake and Chen Moore & Associates, Inc.;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WESTLAKE, FLORIDA:

SECTION 1. The foregoing "WHEREAS" clause is hereby ratified and confirmed by the City Council and incorporated herein by this reference.

SECTION 2. The City Council of the City of Westlake, Florida, hereby approves and authorizes the proper City Council Member to execute the Third Addendum to Professional Services Agreement between the City of Westlake and Chen Moore & Associates, Inc. A copy of the Third Addendum is attached hereto as Exhibit "A".

SECTION 3. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extend of such conflict.

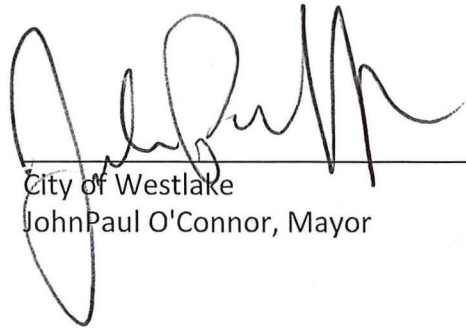
SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. SEVERABILITY. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

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SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND APPROVED by City Council for the City of Westlake, on this 7 day of February 2023.



City of Westlake
John Paul O'Connor, Mayor



Zoje Burgess, City Clerk

**THIRD ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF WESTLAKE
AND CHEN MOORE & ASSOCIATES, INC.**

THIS THIRD ADDENDUM TO AGREEMENT ("Second Addendum"), dated the 7th day of February, 2023, between:

THE CITY OF WESTLAKE, a Florida municipal corporation, hereinafter referred to as "CITY,"

and

CHEN MOORE & ASSOCIATES, INC., a Florida corporation hereinafter referred to as "CONSULTANT".

WHEREAS, on September 19, 2016, the CITY entered into an agreement with CONSULTANT for professional services (the "Original Agreement") pursuant to Section 287.055, F.S.; and

WHEREAS, on September 9, 2019, the CITY and CONSULTANT entered into an Addendum to Professional Services Agreement to renew the term of the Original Agreement for an additional three (3) years; and

WHEREAS, on August 2, 2022, the CITY and CONSULTANT entered into a Second Addendum to Professional Services Agreement to renew the term for an additional three (3) years and provided for an additional renewal period of two (2) years upon mutual consent of the parties; and

WHEREAS, the CITY and CONSULTANT agree to expand the Scope of Work to add professional planning services; and

WHEREAS, the CITY reserves the right to modify the Scope of Work and/or Services as deemed necessary; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which are hereby acknowledged, the CITY and CONSULTANT agree to amend the Original Agreement as amended, as follows:

1. **RECITALS:** Each whereas clause set forth above is true and correct and incorporated herein by this reference.
2. **TERM OF AGREEMENT.** Article 1 entitled "Term of Agreement" of the Original Agreement is hereby amended as follows:

~~The Agreement shall commence upon full execution by all parties hereto and shall be for a three (3) year term, with the option to renew for an additional three (3) year term.~~

This Agreement shall be for a term of five (5) years, and shall renew automatically each five years for additional five year terms, unless either party gives notice to terminate pursuant to paragraph 14 amended herein.

3. **SCOPE OF SERVICES:** ARTICLE 2 entitled "Scope of Services" of the Original Agreement is hereby amended to include additional scope of services as identified below and incorporated herein:

Consultant will provide general planning services on an as needed basis which would include preparing required comprehensive plan elements and map series, coordinate comprehensive plan and land development regulations, prepare legal ads for public hearings, initiate State coordinated review process and timeframes, and other projects as assigned by the City Manager of the City of Westlake, Florida.

4. **TERMINATION:** Article 14 entitled "Termination" of the Original Agreement is hereby amended as follows:

The CITY or Engineer may terminate this Agreement without cause upon ~~sixty (60)~~ one hundred twenty (120) days written notice.

5. **SCOPE OF SERVICES CHANGES:** Notwithstanding anything contrary contained in the Original Agreement, the CITY may upon written notice to CONSULTANT for any reason or at the discretion of the CITY modify or amend the Scope of Services and Services as deemed necessary. CONSULTANT shall be advised of any such changes by written change orders or other written notification from CITY describing the change.


6. A new rate schedule is attached hereto as **Exhibit A** and incorporated herein.

7. **ORIGINAL AGREEMENT:** All of the terms and conditions of the Original Agreement, as amended from time to time, shall be binding and remain in full force and effect except as expressly amended hereinabove. In the event of a conflict between the Original Agreement, First Addendum, Second Addendum, this Third Addendum shall prevail.

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IN WITNESS OF THE FOREGOING, the parties have set their hands and seal the day and year first written above.

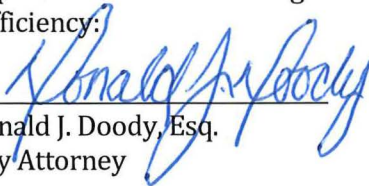
CITY OF WESTLAKE:

BY: 
Kenneth G. Cassel, City Manager

Attest:


Zoje P. Burgess, CMC
City Clerk

Approved as to form and legal
sufficiency:


Donald J. Doody, Esq.
City Attorney

CONSULTANT:

**CHEN MOORE & ASSOCIATES, INC., a Florida
corporation**

, President & CEO

ATTEST:

Name: 
SCFE Brec



chen moore and associates

EXHIBIT A

2023 Hourly Rate Schedule

<u>Labor Category</u>	<u>Hourly Rate</u>
President	\$410
Principal	\$325
Principal Engineer	\$225
Senior Engineer	\$200
Project Engineer	\$130
Associate Engineer	\$115
Engineer	\$105
Principal Landscape Architect	\$160
Senior Landscape Architect	\$135
Project Landscape Architect	\$115
Associate Landscape Architect	\$100
Principal Planner	\$230
Senior Planner	\$125
Project Planner	\$100
Associate Planner	\$85
Senior Environmental Scientist	\$145
Senior Designer	\$140
Designer	\$115
Senior Technician	\$90
Technician	\$85
Senior Construction Specialist	\$130
Construction Specialist	\$90
Administrative Staff	\$80
Intern	\$55