

September 7, 2011

## VOLUME II

### Building Department Service Provider Contracts

The following copies of contracts for building department services are contained in this volume:

Page Contract

- 1 Broward County Contract with the City of Hallandale Beach
- 10 CAP Government 2009 Contract with the City of Hallandale Beach
- 31 CAP Government Contract with the City of Lauderhill
- 47 CAP Government Contract with the City of Homestead
- 61 Calvin Giordano Contract with the City of Pembroke Pines
- 75 MT Causley Contract with the Town of Juno Beach

CITY OF  
HALLANDALE BEACH  
GENERAL SERVICES DEPT.

2009 SEP 24 PM 12: 04

Return recorded document to:  
Armando Linares, Director  
Permitting, Licensing and Consumer  
Protection Division  
1 North University Drive, Bldg B  
Plantation, FL 33324

CFN # 108855531  
OR BK 48526 Pages 1527 - 1534  
RECORDED 09/17/09 07:51:29  
BROWARD COUNTY COMMISSION  
DEPUTY CLERK 1921  
#1, 8 Pages

Document prepared by:  
Charlie Torres, Admin Manager II  
Permitting, Licensing and Consumer Protection Division  
1 North University Drive, Bldg. B  
Plantation, FL 33324

**INTERLOCAL AGREEMENT FOR  
GUARANTEED PARTIAL SERVICE  
BUILDING CODE SERVICES TO BE PERFORMED BY THE BROWARD COUNTY  
PERMITTING, LICENSING AND CONSUMER PROTECTION DIVISION OF THE  
ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT**

This is an Interlocal Agreement, made and entered into by and between:  
BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to  
as "COUNTY,"

AND

CITY OF HALLANDALE BEACH, a municipal corporation existing under the laws of  
the state of Florida, hereinafter referred to as "CITY."

WHEREAS, this Agreement is entered into pursuant to Section 163.01, Florida  
Statutes, also known as the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, COUNTY maintains an Environmental Protection and Growth  
Management Department which includes a Permitting, Licensing and Consumer Protection  
Division ("PLCPD") that conducts building official, plan review, permit inspections, code  
enforcement, and other services relating to building; and

WHEREAS, the CITY is desirous of procuring from the COUNTY Guaranteed  
Partial Service Building Code Services within the municipal boundaries of the CITY; and

WHEREAS, COUNTY, through PLCPD, is willing to perform such Services pursuant  
to the terms and conditions hereafter set forth; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and  
payments hereinafter set forth, COUNTY and CITY agree as follows:

- 1 -

Approved BCC

12/9/08 #48

Submitted By

Permitting, Licensing

RETURN TO DOCUMENT CONTROL

1

## **ARTICLE 1 - SCOPE OF SERVICES**

1.1. CITY agrees to transfer to COUNTY the authority to perform Services in accordance with the terms herein.

1.2 COUNTY shall perform the Services through its PLCPD, or any successor division as may be designated by the County Administrator.

1.3 CITY issues permits and retains fees. County charges hourly rate for providing a guaranteed level of staffing for the year to the CITY. Requested minimum level of staffing for the term of the agreement will be based on Schedule A. This form of guarantee will enable PLCPD to supply the CITY with dedicated staff that will not be diverted away.

1.4 For services not listed in Schedule A, COUNTY will prioritize and respond to additional services requested such as emergency, intermittent, unplanned or limited, contingent on the availability of resources. Requests for additional service shall be delivered to PLCPD no later than 3:30 P.M. the business day prior to the date requested.

## **ARTICLE 2 - FUNCTIONS AND DUTIES NOT TRANSFERRED TO COUNTY**

2.1 It is specifically understood and agreed that all rights and powers as may be vested in the CITY pursuant to Chapter 166, Florida Statutes, or any other law or ordinance or Charter provision of the CITY not specifically addressed by this Agreement, shall be retained by CITY. It is further understood and agreed that this Agreement is not intended to address any of the functions listed below:

Engineering  
Water Management  
Drainage Districts  
Traffic Engineering  
Natural Resource Protection  
Health Department  
Fire Protection

2.2 In the event CITY desires to have COUNTY provide any of the above Services, a separate agreement shall be required between CITY and COUNTY.

## **ARTICLE 3 - COMPENSATION**

3.1 For services requested in Schedule A, COUNTY shall provide services set forth above at the rate of Sixty Six and 00/100 Dollars (\$66.00) per hour for a Building Code Inspector, Seventy Six and 00/100 Dollars (\$76.00) per hour for a Plans Examiner, Eighty and 50/100 Dollars (\$80.50) for a Chief Building Code Inspector, Ninety and 00/100

Dollars (\$90.00) per hour for Building Official Services. Overtime, when approved by the CITY, shall be at one and one half the normal hourly rate. All hourly charges shall be billed in increments of thirty (30) minutes.

3.2 All costs shall be properly documented and said documentation provided to the CITY with the monthly invoices. COUNTY shall invoice CITY on a monthly basis for the services requested in Schedule A by CITY for the preceding month. CITY shall reimburse COUNTY within thirty (30) days of the date of the invoice. Any sums paid to the COUNTY are non-refundable to the CITY.

3.3 The amounts set forth above shall be adjusted annually by the COUNTY by an amount not to exceed five percent (5%) to address increases in operating and labor costs. Notwithstanding the foregoing, COUNTY may also adjust the amounts set forth above by amounts exceeding five percent (5%) in order to address natural disasters and other unforeseen events and circumstances. No later than May 1<sup>st</sup> of each year, COUNTY shall provide CITY with notice of anticipated increases, if any. Any increases shall take effect on October 1<sup>st</sup>, following the May 1<sup>st</sup> notification.

#### **ARTICLE 4 - TERM OF AGREEMENT**

4.1 This Agreement shall be deemed to have commenced upon approval by the COUNTY COMMISSION, and shall continue in full force and effect until midnight **September 30, 2011**.

4.2 This Agreement shall remain in full force and effect through the termination date or any extended termination date, as set forth above, unless written notice of termination by the COUNTY or the CITY is provided pursuant to Section 8, NOTICES.

#### **ARTICLE 5 - GOVERNMENTAL IMMUNITY**

CITY is a state agency as defined in Chapter 768.28, Florida Statutes, and COUNTY is a political subdivision of the State of Florida. Each agrees to be fully responsible for acts and omissions of their agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party 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 arising out of this Agreement or any other contract.

#### **ARTICLE 6 - INSURANCE**

COUNTY is self insured in accordance with provisions set forth within Section 768.28, Florida Statutes.

## ARTICLE 7 - TERMINATION

This Agreement may be terminated by either party upon ninety (90) days written notice to the other party of such termination pursuant to Section 8, NOTICES, herein.

## ARTICLE 8 - NOTICES

Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class and certified, return receipt requested, addressed as follows:

### TO COUNTY:

Director, Broward County Permitting, Licensing and Consumer Protection Division  
1 North University Drive  
Plantation, Florida 33324

### With copy to:

County Administrator  
115 South Andrews Avenue, Suite 409  
Fort Lauderdale, Florida 33301

### TO CITY:

City Manager, City of Hallandale Beach  
400 South Federal Highway  
Hallandale Beach, Florida 33009

## ARTICLE 9 - MISCELLANEOUS PROVISIONS

9.1 **ASSIGNMENT:** COUNTY shall perform the selected Services provided for in this Agreement exclusively and solely for the CITY which is a party to this Agreement. Neither party shall have the right to assign this Agreement.

9.2 **WAIVER:** The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

9.3 **SEVERABILITY:** The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.

9.4 **ENTIRE AGREEMENT:** It is understood and agreed that this Agreement incorporates and includes all prior negotiations, agreements or understandings applicable

to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**9.5 INDEPENDENT CONTRACTOR:** COUNTY is an independent contractor under this Agreement. Services provided by COUNTY pursuant to this Agreement shall be subject to the supervision of COUNTY. In providing such services, neither COUNTY nor its agents shall act as officers, employees, or agents of the CITY. This Agreement shall not constitute or make the parties a partnership or joint venture.

**9.6 MODIFICATION:** It is further agreed that no modifications, amendments or alterations in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. Amendments extending the term of this Agreement pursuant to Section 4.1 or adding or deleting services to the Scope of Services under Section 1 may be approved by the County Administrator.

**9.7 CHOICE OF LAW; WAIVER OF JURY TRIAL:** Any controversies or legal problems arising out of this transaction and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.

**9.8 DRAFTING:** This Agreement has been negotiated and drafted by all parties hereto and shall not be more strictly construed against any party because of such party's preparation of this Agreement.

**9.9 RECORDING:** This Agreement shall be recorded in the public records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969.

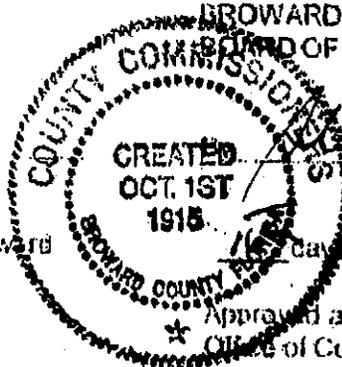
**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement Between COUNTY and CITY for selected Services to be Performed by the Broward County Permitting, Licensing and Consumer Protection Division of the Environmental Protection and Growth Management Department on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 9th day of December 2009 (date) and the CITY, signing by and through its Mayor authorized to execute same by Commission action on the 9th day of December 2009 (date).

COUNTY

ATTEST:

R.H. Brown  
County Administrator and Ex-  
Officio Clerk of the Board of  
County Commissioners of Broward  
County, Florida



BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

John J. Jeter  
Mayor  
16th day of September 2009 (date)

Approved as to form  
\* Office of County Attorney  
Broward County, Florida  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6068

By Carl F. Fitch  
Assistant County Attorney

INTERLOCAL AGREEMENT FOR INSPECTION, PLAN REVIEW, BUILDING OFFICIAL AND RELATED SERVICES TO BE PERFORMED BY THE BROWARD COUNTY PERMITTING, LICENSING AND CONSUMER PROTECTION DIVISION OF THE ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT.

CITY

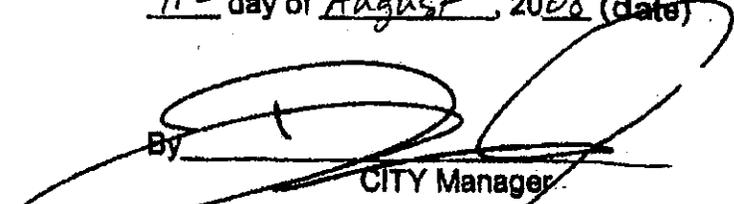
CITY OF HALLANDALE BEACH

Attest:

  
\_\_\_\_\_  
CITY Clerk

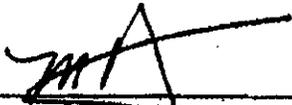
  
\_\_\_\_\_  
Mayor-Commissioner

11<sup>th</sup> day of August, 2008 (date)

By   
\_\_\_\_\_  
CITY Manager

11<sup>th</sup> day of August, 2008 (date)

APPROVED AS TO FORM:

By   
\_\_\_\_\_  
CITY Attorney

  
07.23.08



**SCHEDULE A  
 PERMITTING, LICENSING AND CONSUMER PROTECTION DIVISION  
 ANNUAL SERVICE REQUEST\*\*  
 GUARANTEED SERVICES**

**CITY OF HALLANDALE BEACH**

| DAYS                       | Building Official |              | Structural** |              | Electrical** |             | Mechanical** |             | Plumbing** |            | Clerical STAFF |
|----------------------------|-------------------|--------------|--------------|--------------|--------------|-------------|--------------|-------------|------------|------------|----------------|
|                            | CHIEF             | INSP.        | CHIEF        | INSP.        | CHIEF        | INSP.       | CHIEF        | INSP.       | CHIEF      | INSP.      |                |
| <b>MONDAY</b>              |                   |              |              |              |              |             |              |             |            |            |                |
| Total hrs.                 |                   | 12.00        |              | 8.00         |              | 4.00        |              | 8.00        |            | 8.00       | 8.00           |
| Total FTE                  |                   | 1.60         |              | 1.07         |              | 0.53        |              | 1.07        |            | 1.07       | 1.07           |
| <b>TUESDAY</b>             |                   |              |              |              |              |             |              |             |            |            |                |
| Total hrs.                 |                   | 12.00        |              | 8.00         |              | 5.00        |              | 8.00        |            | 8.00       | 8.00           |
| Total FTE                  |                   | 1.60         |              | 1.07         |              | 0.67        |              | 1.07        |            | 1.07       | 1.07           |
| <b>WEDNESDAY</b>           |                   |              |              |              |              |             |              |             |            |            |                |
| Total hrs.                 |                   | 12.00        |              | 8.00         |              | 4.00        |              | 8.00        |            | 8.00       | 8.00           |
| Total FTE                  |                   | 1.60         |              | 1.07         |              | 0.53        |              | 1.07        |            | 1.07       | 1.07           |
| <b>THURSDAY</b>            |                   |              |              |              |              |             |              |             |            |            |                |
| Total hrs.                 |                   | 12.00        |              | 8.00         |              | 4.00        |              | 8.00        |            | 8.00       | 8.00           |
| Total FTE                  |                   | 1.60         |              | 1.07         |              | 0.53        |              | 1.07        |            | 1.07       | 1.07           |
| <b>FRIDAY</b>              |                   |              |              |              |              |             |              |             |            |            |                |
| Total hrs.                 |                   | 12.00        |              | 8.00         |              | 4.00        |              | 8.00        |            | 8.00       | 8.00           |
| Total FTE                  |                   | 1.60         |              | 1.07         |              | 0.53        |              | 1.07        |            | 1.07       | 1.07           |
| <b>Weekly</b>              |                   |              |              |              |              |             |              |             |            |            |                |
| Total hrs.                 |                   | 60.00        |              | 40.00        |              | 20.00       |              | 40.00       |            | 40.00      | 40.00          |
| Total FTE                  |                   | 1.60         |              | 1.07         |              | 0.53        |              | 1.07        |            | 1.07       | 1.07           |
| <b>Annual</b>              |                   |              |              |              |              |             |              |             |            |            |                |
| Total # of Weeks           |                   | 52.00        |              | 52.00        |              | 52.00       |              | 52.00       |            | 52.00      | 52.00          |
| Total hrs.                 |                   | 3120.00      |              | 2080.00      |              | 1040.00     |              | 1092.00     |            | 80.00      | 80.00          |
| Total FTE                  |                   | 1.79         |              | 1.19         |              | 0.60        |              | 0.63        |            | 0.05       | 0.05           |
| <b>Annual Total Amount</b> |                   | \$237,120.00 |              | \$137,280.00 |              | \$79,040.00 |              | \$72,072.00 |            | \$6,080.00 | \$5,280.00     |

\*\* Services requested may vary in vacant-inspector/plans Examiner City positions being filled and projected volume of projects.  
 Signature: MIKE GOOD Title: CITY MANAGER  
 Printed Name: MIKE GOOD

Dollar amount = annual hours times hourly rate for below services:  
 INSP: Inspector (Hourly rate - \$66.00)  
 PE: Plans Examiner (Hourly rate - \$76.00)  
 CHIEF: Chief rate (Hourly rate - \$80.50)  
 BO: Building Official (Hourly rate - \$90.00)  
 Clerical Staff (Hourly rate - \$30.00)

Daily Total FTEs = Total daily hours divided by 7.5.  
 Weekly hours = sum of total daily hours.  
 Weekly FTEs = Total weekly hours divided by 37.5  
 Annual hours = Total # of weeks times total weekly hours.  
 Annual FTEs = Annual hours divided by 174.5  
 FTE - Full time equivalency

STATE OF FLORIDA )

SS

COUNTY OF BROWARD )

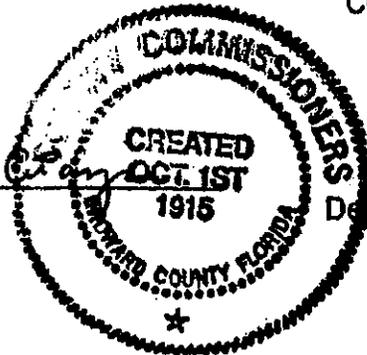
I, BERTHA HENRY, County Administrator, in and for Broward County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of an Interlocal Agreement for Guaranteed Partial Service entered into by Broward County and City of Hallandale Beach as the same appears of record in the minutes of said Board of County Commissioners meeting held on the 9<sup>th</sup> day of December 2008; item 48.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 17<sup>th</sup> day of September 2009.

BERTHA HENRY  
COUNTY ADMINISTRATOR

By \_\_\_\_\_

*Shirley Gray*



Deputy Clerk

(SEAL)

**AGREEMENT**

**Between**

**CITY of HALLANDALE BEACH, FLORIDA**

**and**

**C.A.P. GOVERNMENT, INC**

**for**

**Expedited Plans Review Services**

This is an Agreement, made and entered into by and between: the CITY OF HALLANDALE BEACH (the "CITY"), a Florida municipal corporation,

AND

C.A. P. Government, Inc, a Florida corporation, hereinafter referred to as "CONTRACTOR."

WHEREAS, the City of Hallandale Beach finds it necessary to participate through the City of Fort Lauderdale Contract No. 352-9225 for expedited plan review services.

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

#### ARTICLE 1

##### TERM

1. The term of this Agreement shall begin on the date it is fully executed by both parties and spans from the date of execution to March 6, 2009, and includes two (2), One (1) year renewal options to be exercised and approved by the City of Fort Lauderdale; provided, however, if the term of this Agreement extends beyond a single fiscal year of CITY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.
- 1.1 The duties, obligations, and responsibilities of CONTRACTOR required by this Agreement shall be completed no later than March 6, 2009 or as extended by the City of Fort Lauderdale Contract No. 352-9225. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

#### ARTICLE 2

##### SCOPE OF SERVICES TO BE PROVIDED TO THE CITY

The CITY has employed the CONTRACTOR to provide, in an effort to maintain good

service and be responsive to its citizens, the City of Hallandale Beach, Development Services Department, desires to secure the services of a qualified firm(s) to perform, when requested, plans review and approval of residential and commercial building applications, and inspection services (building, building roofing, plumbing, plumbing gas, electric, mechanical HVAC) for structures in which permits have been issued by the City of Hallandale Beach.

**ARTICLE 3**  
**INDEMNIFICATION**

CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the CITY Attorney's option, defend or pay for an attorney selected by the CITY Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, CITY or CONTRACTOR, their employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, CONTRACTOR shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by CITY Attorney to defend CITY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the CITY Attorney, any sums due CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

**ARTICLE 4**  
**PERSONNEL**

**4.1 Competence of Staff.** In the event that any of CONTRACTOR's employee is found to be unacceptable to the CITY, including, but not limited to, demonstration that he or she is not qualified, the CITY shall notify the CONTRACTOR in writing of such fact and the CONTRACTOR shall immediately remove said employee unless otherwise agreed and, if requested by the CITY, promptly provide a replacement acceptable to the CITY.

**ARTICLE 5**  
**INSURANCE REQUIREMENTS**

CONTRACTOR shall procure and maintain for the duration of and in full compliance with the contract insurance against claims for injuries to persons and damage to property which may arise from or in connection with their performance hereunder by the CONTRACTOR, his agents, representatives, employees and subcontractors. The cost of such insurance shall be included in the CONTRACTOR's bid.

**5.1. MINIMUM SCOPE OF INSURANCE**

- A. Commercial General Liability, including:
1. Premises and Operations.
  2. Products and Completed Operations.
  3. Blanket Contractual Liability,
  4. Independent CONTRACTORs.
  5. Broad Form Property Damage.
  6. Personal Injury Liability.
  7. Incidental Medical Malpractice.
  8. Fire Legal Liability

- B. Auto Liability Insurance
- C. Workers' Compensation Insurance.
- D. Employer's Liability Insurance.

5.2. **MINIMUM LIMITS OF INSURANCE**

A. Commercial General Liability:

\$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

B. Auto Liability

\$1,000,000 combined single limit per occurrence for the bodily injury and property damage arising from the operations of all owned, nonowned and hired automobiles.

C. Workers' Compensation:

Workers' Compensation Insurance as required by the State of Florida. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

D. Employer's Liability:

\$100,000 limit per occurrence,

\$500,000 annual aggregate for disease,

\$100,000 limit for disease of an individual employee.

5.3 **DEDUCTIBLES AND SELF-RETENTIONS**

A. Deductibles/Self-Insurance Retentions Defined:

All deductibles and self-insured retentions must be shown clearly on the Certificates of Insurance and approved by the CITY.

B. Retention Levels:

The CITY has the option to reduce or eliminate any deductible or self-insured retention maintained by the CONTRACTOR.

5.4 **POLICY PROVISIONS**

The policies shall contain the following provisions:

A. Additional Insured, Certificate Holder and Breach of Warranty Clause:

All insurances shall include as Additional Insured and Certificate Holder the CITY of Hallandale. There are not to be any special limitations on the protection being provided to the CITY, its officials, officers, employees or volunteers.

B. CONTRACTOR's Insurance is Primary:

The CONTRACTOR's insurance coverages shall be primary insurance with respect to the CITY's, its officials', officers', employees', and volunteers' insurances. Any insurance and self-insurance maintained by the CITY, its officials, officers, employees, or volunteers shall be excess of the CONTRACTOR's insurances and shall not contribute with it.

C. Coverage Guaranteed:

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.

D. Occurrence Basis:

The CONTRACTOR's insurances shall be on an occurrence basis as opposed to a claims-made basis. In other words, claims which occur during the policy period can be reported months or years later and still be paid, if they occur during the policy period. Claims-made policies cover only claims which occur and are made during

during the policy period. In the event occurrence based insurance is not available, use of claims-made insurance may be considered acceptable in limited circumstances, subject to written approval by the Risk Manager.

E. 30 Days Notice:

The following clause shall be included in all policies: This policy shall not be suspended, voided, or cancelled by either party, or a reduction or revision in coverage or limits of coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the CITY.

F. Separation of Insureds:

The definition of insured shall read as follows: "The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability". The company, in this context, being the CONTRACTOR's insurance company. If no such definition of the insured is quoted in the insurance, the CONTRACTOR must provide "Cross Liability Clause" or "Severability of Interests Clause" endorsements for all liability insurances.

5.5. **ACCEPTABILITY OF INSURANCE COMPANY**

A. Best Rating:

Insurance coverage must be with a company with a Best rating A.VII or better.

B. Florida State Licensed:

All insurance policies and bonds herein required of the CONTRACTOR shall be written by a company authorized and licensed to do insurance business in the State of Florida and be executed by agents licensed as agents by the State of Florida.

5.6 **VERIFICATION OF COVERAGE**

A. Certificates and Endorsements Provided:

The CONTRACTOR shall furnish the CITY with a certificate of insurance specifically stating the bid number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences.

B. Authorized Signatures:

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

5.7 **COVERAGE CONTINUATION:**

Insurance coverage required in these specifications shall be in force throughout the contract. Should the CONTRACTOR fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the contract, the CITY shall have the right to consider the contract breached and justifying termination thereof.

Compliance by the CONTRACTOR and subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the CONTRACTOR and all subcontractors of their liabilities and obligations under this contract.

If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the contract with the CITY, the CONTRACTOR shall furnish certificates of insurance evidencing renewal of such coverage to the CITY.

5.8 **SUBCONTRACTORS' INSURANCE REQUIREMENTS:**

CONTRACTORS shall include all subcontractors as it's insured under its policies or shall furnish separate certificates and all endorsements for each subcontractor's coverage. All overages for subcontractors shall be subject to all the requirements stated herein.

**ARTICLE 6**  
**COMPENSATION**

6.1 CITY agrees to pay CONTRACTOR, in the manner specified in Section 6.2, the amounts as listed in Section 9 of the Addendum to the City of Fort Lauderdale Contract No. 352-9225 executed on March 7, 2006, a copy of which is attached hereto and made apart hereof; for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

6.2 **METHOD OF BILLING AND PAYMENT**

6.2.1 Payments will be based upon invoices submitted by the Contractor at intervals not more frequently than monthly for partial completion of the Project on a prorated basis. These invoices shall identify the nature of work performed; the Phase and Task performed, and estimated percent of the project accomplished.

6.3 Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6.4 Payment shall be made to CONTRACTOR at:

Attention: Carlos A. Pennin, P.E., President  
C.A.P. Government, Inc.  
8350 NW 52<sup>nd</sup> Terrace, Suite 209  
Doral, Florida 33166

## ARTICLE 7

### TERMINATION

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. All Articles in this contract are material and a breach of any Article shall be grounds for termination for cause. This Agreement may also be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by the CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

7.3 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Agreement through the termination date

specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Agreement for convenience.

## ARTICLE 8 MISCELLANEOUS

### 8.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

### 8.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, 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, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) 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 or three (3) 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 CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section.

### 8.3 PUBLIC ENTITY CRIME ACT

CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a CONTRACTOR, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall

section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

#### 8.4 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent CONTRACTOR under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind CITY in any respect whatsoever.

#### 8.5 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY 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 right or claim against either of them based upon this Agreement.

#### 8.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, 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:

FOR CITY:

City of Hallandale Beach

Attention: Development Services Dept.

400 S. Federal Highway

Hallandale Beach, FL 33009

FOR CONTRACTOR:

Attention: Carlos A. Pennin, P.E.

C.A.P. Government, Inc.

8350 NW 52<sup>nd</sup> Terrace

Suite 209

Doral, FL 33166

#### 8.7 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Agreement or any right or interest herein without CITY's written consent.

CONTRACTOR represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

8.8 **CONFLICTS**

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

In the event CONTRACTOR is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONTRACTOR.

8.9 **MATERIALITY AND WAIVER OF BREACH**

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY'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.

8.10 **COMPLIANCE WITH LAWS**

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

8.11 **SEVERANCE**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.12 **JOINT PREPARATION**

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent 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. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

8.13 **PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect.

8.14 **JURISDICTION, VENUE, WAIVER OF JURY TRIAL**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS

EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

8.15 **AMENDMENTS**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

8.16 **PRIOR AGREEMENTS**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

8.17 **PAYABLE INTEREST**

8.17.1. Payment of Interest. CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONTRACTOR waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

8.17.2. Rate of Interest. In any instance where the prohibition or limitations of Section 8.17.1 are determined to be invalid or unenforceable, the annual rate of interest payable by CITY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

8.18 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits, City of Fort Lauderdale Contract No. 352-9225 and Addendum are incorporated into and made a part of this Agreement.

8.19 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

8.20 MULTIPLE ORIGINALS

8.21

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH through its authorization to execute same by Commission action on \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_, signing by and through its City Manager, duly authorized to execute same, and C.A.P. Government, Inc., signing by and through its \_\_\_\_\_, (name of contractor) (title of authorized officer) duly authorized to execute same.

CITY

ATTEST:

CITY OF HALLANDALE BEACH

\_\_\_\_\_  
CITY CLERK

By \_\_\_\_\_  
D. Mike Good, CITY Manager

*tel  
on 12-04*

Approved as to legal sufficiency and form by  
CITY ATTORNEY

---

David Jove, CITY ATTORNEY

Approved as to surety company qualifications, insurance requirements, and insurance  
documentation:

Risk Management Division

---

Jim Buschman, Risk Manager

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

(If incorporated sign below).

CONTRACTOR

ATTEST:

Carlos A. Penin  
(Secretary)

C. A. P. Government, Inc.  
(Name of Corporation)

By Carlos A. Penin, President  
(Signature and Title)

(Corporate Seal)

Carlos A. Penin, Secretary  
(Type Name and Title Signed Above)

27 Day of January 2009

(If not incorporated sign below).

CONTRACTOR

WITNESSES:

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(PRESIDENT OR VICE-PRESIDENT)

\_\_\_\_\_  
(PRINT NAME)

NOTARY SEAL

2

**EXHIBIT "C"**  
**Services Rates/Schedule of Fees**

**C.A.P. Professional Billing Rates**

|                   | <b>Hourly Rate 1*</b> | <b>Hourly Rate 2*</b> |
|-------------------|-----------------------|-----------------------|
| Building Official | \$90.00               | \$135.00              |
| Plans Examiners   | \$75.00               | \$112.50              |
| Chief Inspector   | \$77.00               | \$115.50              |
| Inspectors        | \$65.00               | \$97.50               |

|                       |                                 |                                   |
|-----------------------|---------------------------------|-----------------------------------|
| <b>Hourly Rate 1*</b> | 7:30 AM to 4:30 PM              | Monday - Friday                   |
| <b>Hourly Rate 2*</b> | Before 7:30 AM or after 4:30 PM | Monday - Friday&Weekends/Holidays |

AGREEMENT  
BETWEEN THE  
CITY OF LAUDERHILL  
AND  
C.A.P. GOVERNMENT, INC.  
FOR  
EMERGENCY PLAN REVIEW AND INSPECTION SERVICES  
ON AN "AS NEEDED" BASIS

This Agreement is made and entered into the 12<sup>th</sup> day of May, 2008 by and between the City of Lauderdale, a Florida municipal corporation, ("CITY"), and C.A.P. Government, Inc. ("CONTRACTOR") for Emergency Plan Review and Inspection Services on an "as needed" basis ("Agreement"). References in this Agreement to "City Manager" shall be meant to include his designee.

WITNESSETH:

WHEREAS, on December 12, 2005, the City Commission adopted Resolution No. 05R-12-400 which authorized and approved the emergency purchase of plan review and inspection services, pursuant to Section 287.055, Florida Statutes, Code of Ordinances Section 2-141; and

WHEREAS, the Agreement with CSA Southeast, Inc. was approved by the City Commission and adopted pursuant to Resolution No. 05R-12-400 and thereby authorized the appropriate City officials to enter into negotiations and the Agreement which provided the specific terms and conditions; and

WHEREAS, CSA Southeast, Inc. changed the name of its entity to C.A.P. Government, Inc.; and

WHEREAS, an Addendum was entered into between the parties to reflect the name change of the entity to C.A.P. Government, Inc.; and

WHEREAS, the CITY notified the CONTRACTOR of its intent to terminate the original Agreement with the CONTRACTOR as the main provider of such services effective May 12, 2008 as the CITY is hiring in-house staff to perform such duties and obligations; and

WHEREAS, the CITY wishes to enter into an Agreement with CONTRACTOR to provide such emergency plan review and inspection services on an "as needed" basis as backup to the CITY staff when the CITY deems such additional services are necessary or emergent;

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

**SECTION 1. SCOPE OF SERVICES**

- 1.1. CITY agrees to transfer to CONTRACTOR the authority to perform Services in accordance with the terms herein and as specified in the Scope of Services on an "as needed" basis, attached hereto as Exhibit "A".
- 1.2. CITY issues permits and retains fees. CONTRACTOR charges hourly rate for providing a guaranteed level of staffing for the year to the CITY. Requested minimum staffing level based on Exhibit "B" on an "as needed" basis only. Fees for service will be for the term of the agreement and will be based as defined on Exhibit "C". This form of guarantee will enable CONTRACTOR to supply the CITY with dedicated staff that will not be diverted away.

**SECTION 2. TERM**

- 2.1. The term of this Agreement shall begin on the date it is fully executed by both parties and shall extend for a five (5) year term.
- 2.2. After the initial five (5) year term, the CITY shall have the option to renew for an additional term of five (5) years, and upon completion of that period, the CITY shall again have the option to renew for an additional term of five (5) years. The parties hereto may extend this Agreement by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 4 of the Agreement.

**SECTION 3. COMPENSATION**

- 3.1. The amount of compensation payable by the CITY to CONTRACTOR shall be based upon the rates and schedules as set forth in Exhibit "C," a copy of which is attached hereto and made a part hereof, which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It

is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon CITY'S obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

- 3.2 The CITY shall process the payment to the CONTRACTOR on a monthly basis during those months that services are provided, if any; paying all amounts that become due for the prior month in arrears. The CONTRACTOR shall provide a daily log indicating hours and type of service provided on a weekly basis if any services were provided. Calculations will be based on actual hours worked excluding meetings, schools, seminars, personal time off and sick time. The CONTRACTOR shall be responsible for maintaining all required state and local certifications.
- 3.3 CITY shall pay CONTRACTOR monthly in accordance with the Florida Prompt Payment Act, during those months in which services are provided, if any. Payment may be withheld by the City Manager, for failure of CONTRACTOR to comply with a term, condition or requirement of this Agreement.
- 3.4 Notwithstanding any provision of this Agreement to the contrary, City Manager may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work of CONTRACTOR which has not been remedied or resolved in a manner satisfactory to City Manager. The amount withheld shall not be subject to payment of interest by CITY.
- 3.5 Payment shall be made to CONTRACTOR at:

Attention: Carlos A. Penin, P.E., President  
C.AP. Government, Inc.  
8350 N.W. 52<sup>nd</sup> Terrace, Suite 209  
Doral, Florida 33166

or by Electronic Funds Transfer (EFT) as determined by the CITY.

- 3.6 CONTRACTOR agrees to keep such records and accounts as may be necessary, for such time period as required by Florida Statutes, in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement. Such

books and records shall be available at all reasonable times for examination and audit by CITY.

- 3.7 In instances wherein a penalty fee is imposed, the CITY shall be entitled to the entire amount of the penalty fee, and CONTRACTOR shall not be entitled to such penalty fee.

#### **SECTION 4. TERMINATION**

- 4.1 This Agreement may be terminated for cause by action of the City Commission if the CONTRACTOR is in breach and has not corrected the breach within thirty (30) days after written notice from the CITY identifying the breach, or for convenience by action of the City Commission upon not less than thirty (30) days written notice by the City Manager. This Agreement may also be terminated without cause by the City Manager upon not less than sixty (60) days written notice by the City Manager. This Agreement may also be terminated upon such notice as the City Manager deems appropriate under the circumstances in the event City Manager determines that termination is necessary to protect the public health, safety, or welfare.

This Agreement may be terminated for cause by the CONTRACTOR if the CITY is in breach and has not corrected the breach within sixty (60) days after written notice from the CONTRACTOR identifying the breach.

- 4.2 Termination of this Agreement for cause shall include, but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement, or breach of the provisions of this Agreement, notwithstanding whether any such breach was previously waived or cured.
- 4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by City Manager which City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 4.4 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of CITY'S election to terminate, CONTRACTOR shall refrain from

performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for CITY'S right to terminate this Agreement for convenience.

- 4.5 In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to Section 7.2 of this Agreement. In no event shall the CITY be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

#### **SECTION 5. INDEMNIFICATION**

To the fullest extent permitted by law, the CONTRACTOR hereby agrees to indemnify and hold harmless the CITY, and its officials, employees and agents from liabilities, damages, losses and costs including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager and the City Attorney, any sums due CONTRACTOR under this Agreement may be retained by CITY until all of CITY'S claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

#### **SECTION 6. INSURANCE**

In order to insure the indemnification obligation contained above, CONTRACTOR shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, the required insurance coverages.

#### **SECTION 7. MISCELLANEOUS**

- 7.1 Ownership of Documents. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall

become the property of CITY and shall be delivered by CONTRACTOR to the City Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

- 7.2 Audit and Inspection Rights and Retention of Records. CITY shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by CITY, 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, for a minimum period of three (3) years after termination of this Agreement, unless CONTRACTOR is notified in writing by CITY of the need to extend the retention period. Such retention of such records and documents shall be at CONTRACTOR'S expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) 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 CITY to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.

In addition, CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.

In addition, CONTRACTOR shall provide a complete copy of all working papers to the CITY, prior to final payment by the CITY, in accordance with this Agreement and the Schedule for CONTRACTOR services.

- 7.3 Policy of Non Discrimination. CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.
- 7.4 Public Entity Crime Act. CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.
- 7.5 Independent Contractor. CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of

CONTRACTOR. This Agreement shall not constitute or make the parties a partnership or joint venture.

- 7.6 Third Party Beneficiaries. Neither CONTRACTOR nor CITY 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 the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- 7.7 Notices. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail postage prepaid return 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:

CITY: Charles Faranda, City Manager  
Lauderhill City Hall  
3800 Inverrary Boulevard  
Lauderhill, Florida 33319

With a copy to:

City Attorney  
W. Earl Hall, Esq.  
Hall & Rosenberg, P.L.  
14 Rose Drive  
Fort Lauderdale, FL 33316

CONTRACTOR:

Carlos A. Penin, P.E., President  
C.AP. Government, Inc.  
8350 N.W. 52<sup>nd</sup> Terrace, Suite 209  
Doral, FL 33166

- 7.8 Assignment and Performance. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR. In addition, CONTRACTOR shall not subcontract any portion of the work required by this Agreement, except with

the prior approval of the City Manager, which shall be in his sole and absolute discretion. A list of all such subcontractors shall be provided to the City Manager. If additional subcontractors are to be used during the term of this Agreement, other than those submitted to the City Manager, a list of such additional subcontractors shall be provided to the City Manager, subject to his approval.

CONTRACTOR represents that all persons delivering the services required by 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 in this Agreement and the Scope of Services, and to provide and perform such services to CITY'S satisfaction for the agreed compensation.

CONTRACTOR shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

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

CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees 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 CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

- 7.10 Contingency Fee. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide

employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

- 7.11 Materiality and Waiver of Breach. CITY and CONTRACTOR 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. CITY'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.
- 7.12 Compliance with Laws. CONTRACTOR 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.
- 7.13 Severance. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 7.14 Joint Preparation. The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent 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.
- 7.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit or schedule attached hereto, any document or events referred to

herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.

- 7.16 Applicable Law and Venue. 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 jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida.
- 7.17 Amendments. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- 7.18 Prior Agreements. This Agreement and its attachments constitute the entire agreement between CONTRACTOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.17 above.
- 7.19 Drug-Free Workplace. CONTRACTOR shall maintain a drug-free workplace.
- 7.20 Incorporation by Reference. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.
- 7.21 Multiple Originals. This Agreement may be fully executed in two (2) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.

- 7.22 Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 7.23 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 7.24 Public Records. CONTRACTOR understands that the public shall have access, at all reasonable times, to all documents and information pertaining to CITY contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the CITY and the public to all documents subject to disclosures under applicable law. CONTRACTOR'S failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the CITY.
- 7.25 Survival of Provisions. Any terms or conditions of this Agreement that require 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.
- 7.26 Truth-in-Negotiation Certificate. Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

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AGREEMENT BETWEEN THE CITY OF LAUDERHILL AND CSA SOUTHEAST, INC. FOR EMERGENCY PLAN REVIEW AND INSPECTION SERVICES ON A "AS NEEDED" BASIS.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Lauderhill signed by and through its City Manager, Charles Faranda who it authorized to execute same.

CITY OF LAUDERHILL, through its  
City Manager

ATTEST:

Andrea M. Anderson  
Andrea Anderson, City Clerk

By: Charles Faranda  
Charles Faranda, City Manager  
25<sup>th</sup> day of April, 2008

(CITY SEAL)

WITNESSES:

Cosmo Tornese  
COSMO TORNESE  
Print Name

Andrew Pierce  
ANDREW PIERCE  
Print Name

C.A.P. GOVERNMENT, INC.

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

12<sup>th</sup> day of May, 2008

(CORPORATE SEAL)

EXHIBIT "A"

SCOPE OF SERVICES/WORK

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008, this Scope of Services/Work is hereby adopted and approved.

CONTRACTOR shall provide Building Officials, Chief Inspectors, Plans Examiners, and Inspectors in all Disciplines on an as-needed basis if requested by the CITY OF LAUDERHILL ("CITY"). There shall be no minimum hour requirements per day and no guarantee of work unless the CITY, in its sole discretion, determines that CITY is in need of such services. CONTRACTOR agrees to provide on call staffing services with minimal notice (24 hours). CONTRACTOR's personnel shall be fully licensed by the State of Florida, certified by the Broward County Board of Rules and Appeals, qualified, trained and experienced prior to beginning services for the CITY. The CONTRACTOR and CITY will coordinate the scheduling of such services in a manner that is mutually convenient for both CONTRACTOR and CITY, as well as accessible and efficient to needs of the residents of the CITY. The CITY retains the right to interview and select personnel assigned to its jurisdiction, if assigned personnel do not meet or exceed the CITY's employment requirements, the CITY reserves the right to terminate the Agreement or to have the individual personnel removed from service in the CITY.

Plans reviews will be performed in accordance with the following schedule:

|                                                                  |                                       |
|------------------------------------------------------------------|---------------------------------------|
| Building permits (per single discipline)<br>Single Family Homes  | 1 Business Day                        |
| (New construction, major renovations)<br>Commercial Improvements | 5 Business Days                       |
| (Minor, including Signs)<br>Commercial (Major)                   | 5 Business Days                       |
| Inspections                                                      | 10 Business Days<br>Next Business Day |

Processing requirements for permits and for inspections shall be in accordance with the Broward County Board of Rules & Appeals Administrative Provisions.

## EXHIBIT "B"

### STAFFING LEVELS

CONTRACTOR shall provide Building Officials, Chief Inspectors, Plans Examiners, and Inspectors in all Disciplines on an as-needed basis if requested by the CITY OF LAUDERHILL ("CITY"). There shall be no minimum hour requirements per day and no guarantee of work unless the CITY, in its sole discretion, determines that the CITY is in need of such services. CONTRACTOR agrees to provide on call staffing services with minimal notice (24 hours). CONTRACTOR's personnel shall be fully licensed by the State of Florida, certified by the Broward County Board of Rules and Appeals, qualified, trained and experienced prior to beginning services for the CITY. The CONTRACTOR and CITY will coordinate the scheduling of such services in a manner that is mutually convenient for both CONTRACTOR and CITY, as well as accessible and efficient to needs of the residents of the CITY. The CITY retains the right to interview and select personnel assigned to its jurisdiction, if assigned personnel do not meet or exceed the CITY's employment requirements, the CITY reserves the right to terminate the Contract or to have the individual personnel removed from service in the CITY.

**EXHIBIT "C"**  
**Services Rates/Schedule of Fees**

**C.A.P. Professional Billing Rates**

|                   | Hourly Rate 1* | Hourly Rate 2* |
|-------------------|----------------|----------------|
| Building Official | \$90.00        | \$135.00       |
| Plans Examiners   | \$75.00        | \$112.50       |
| Chief Inspector   | \$77.00        | \$115.50       |
| Inspectors        | \$65.00        | \$97.50        |

|                       |                                 |                                   |
|-----------------------|---------------------------------|-----------------------------------|
| <b>Hourly Rate 1*</b> | 7:30 AM to 4:30 PM              | Monday - Friday                   |
| <b>Hourly Rate 2*</b> | Before 7:30 AM or after 4:30 PM | Monday - Friday&Weekends/Holidays |

**CITY OF HOMESTEAD  
AGREEMENT  
FOR  
BUILDING INSPECTION AND PLAN  
REVIEW PROFESSIONAL CONSULTANT SERVICES**

**THIS AGREEMENT** made and entered into this 1<sup>st</sup> day of October, 2009 by and between the City of Homestead, hereinafter referred to as "City" and C.A.P. Government Inc., 8350 NW 52 Terrace, Suite 209, Doral, Florida 33166, a corporation, hereinafter referred to as "Consultant".

**IN CONSIDERATION** of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. **SCOPE OF SERVICES.**

- A. The Consultant agrees to process permit applications, provide building and engineering inspection and plan review services to ensure compliance with building, structural, plumbing, electrical, mechanical and engineering requirements as contained in the Florida Building Code, including any Miami-Dade County amendments thereof.
- B. Services will be provided by personnel provided by the Consultant in accordance with the job classifications contained in Exhibit "A". All such personnel shall be and remain employees of Consultant, not the City.
- C. The Consultant shall also provide support services as reasonably requested by the City Manager relating to organization and coordination of the various activities with City staff.
- D. Both parties understand that City will employ its own Chief Building Official as defined by the Florida Building Code and F.S 553. Employees of the Consultant shall coordinate their work through the Director of Development Services for inspections, plan review services and engineering application reviews.
- E. Consultant will provide expedited plan review as well as after-hours and weekend inspections and appointments with key personnel, by appointment, for an additional fee as agreed with the City. Consultant understands and agrees

that the City shall not be liable to pay, and shall not pay, charges for extra work, delay charges, or additional work, unless the City Manager or his designee specifically authorizes the extra or additional work, in a written task order before the commencement of the work.

- F. Consultant will provide additional services such as disaster preparation and follow-up services, zoning inspections, and expedited plan review for an additional fee paid by the applicant, shall be billed at the hourly rates shown on Exhibit "B" to the contract. Annual renewals of the Certificates of Use shall be considered an additional service to be reimbursed in accordance with Exhibit "B".

2. **FEES FOR SERVICES.**

The Consultant agrees to charge the City the following fees for services:

- A. For services provided pursuant to paragraph 1A, Consultant shall be compensated with seventy percent (70%) of the first \$100,000.00 of gross building permit fee amounts collected by the City and sixty five percent (65%) of any additional permit fees collected by the City calculated on a calendar month basis. However, the Consultant shall receive only thirty five percent (35%) of the gross building permit fee amounts for all projects owned, paid for and to be operated by the City.
- B. In addition to the fees described in paragraph 2A above, City shall compensate Consultant at the rate of seventy dollars (\$70.00) per hour for the hours worked by engineering services provided by Consultant.
- C. City shall pay Consultant within thirty (30) days of invoice by Consultant.

3. **TERM OF AGREEMENT.**

This Agreement shall become effective upon signature of both parties and shall continue in full force and effect until midnight, September 30, 2010. However, this Agreement may be extended upon mutual agreement of both parties. This Agreement may be terminated by written notice of termination provided pursuant to paragraph 11.

4. **GENERAL TERMS AND CONDITIONS.**

- A. All original I.D. cards, badges, sketches, tracings, drawings, computations, details, design, calculations, work papers and other documents and plans

that result from the Consultant providing Consultant providing specified services shall be the property of the City. Upon termination of this Agreement or upon request of the City during the term of this Agreement, any and all such document shall be delivered to the City by the Consultant.

- B. Consultant shall provide all necessary vehicles, mobile phones and/or radios and equipment for their employees to perform the services required by this Agreement.
- C. City shall provide badges, photo I.D., workspace and telephones for all inspectors employed by Consultant to perform the services required by this Agreement.

5. **SERVICE STANDARDS.**

Consultant agrees to provide the services as required by paragraph 1A based on the following standards for service:

- A. Consultant shall seek to provide building inspections within one business day after the City's Development Services Department receives a request for inspection during normal business days.
- B. Plan reviews shall be completed within ten working days for commercial applications and within five working days for residential applications, after the Development Services Department receives a request for plan review.  
Consultant shall seek to maintain their personnel available for customer service assistance during normal counter hours and as a minimum between 7:30 am and 9:30 am. Telephone calls and messages will be returned within one business day.

6. **STAFFING.**

- A. Consultant shall certify that each of its staff persons and any subcontractors used to staff the City engagement is not using illegal drugs and has undergone a criminal background investigation. Consultant shall ensure that no staff person has been convicted of a felony, crime of moral turpitude or violent crime; that no staff person that has been convicted of a felony or a misdemeanor, which misdemeanor concerns allegations of assault, sexual offender, theft or violence shall be assigned to staff the City. Failure to do the background screening or failure to provide the background screening information to the City shall be

cause for immediate, for cause, termination of services. The knowing or negligent use of staff convicted of a felony, crime of moral turpitude, or violent crime shall be cause for immediate termination of the contract.

- B. Consultant agrees to perform annual State-wide background checks of its staff pursuant to section 6A and shall advise the City Manager of any instances of concern as identified under section 6A. Based upon the information provided, the City Manager, within his discretion, is entitled to request that Consultant replace such staff persons for City engagement staffing purposes.
- C. If at any time during the term of this agreement the City Manager becomes dissatisfied with the performance of any Consultant employee or approved sub-consultant assigned to provide professional services under this agreement, the City Manager may request that Consultant transfer the employee within two (2) business days of notification by the City Manager. Consultant agrees to act in good faith and to use its best efforts to resolve any problems experienced by the City, and Consultant agrees that if the issue is not resolved, the City Manager's request for transfer of a Consultant staff person shall be complied with.
- D. Consultant shall identify at Exhibit "A", the proposed staff persons to be used to staff the City engagement of services. Consultant may not change the principal person(s) in the engagement without the express permission of the City. Should staff listed in Exhibit "A" be changed due to circumstances beyond Consultant's control (i.e. retirement, resignation) or due to a request from the City Manager to replace the staff person as provided under this agreement, Consultant shall provide relevant information under section 6C to the City Manager as to the replacement staff person.

7. **INDEMNIFICATION.**

Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgments or damages, and statutory fines and penalties (collectively referred to as loss or losses) arising out of, related to, or in any way connected with Consultant's

performance, errors, acts or omissions under any provision of this agreement including, but not limited to, liabilities arising from contracts between Consultant and third parties made pursuant to this agreement, except to the extent the losses are caused by or arise out of any act or omission of the City, its officers, agents and employees. Consultant shall reimburse the City for all its expenses, including reasonable attorneys' fees and costs, incurred in and about the defense of any claim or investigation and for any loss arising out of, related to, or in any way connected with Consultant's performance, errors, acts or omissions under this agreement, except to the extent the losses are caused by or arise out of any act or omission of the City, its officers, agents and employees.

The City shall defend, indemnify, and hold harmless Consultant, its shareholders, directors, officers, agents, employees and affiliates, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, and statutory fines and penalties (collectively referred to as loss or losses) arising out of, related to, or in any way connected with this agreement, except to the extent the losses are caused by or arise out of any act or omission of Consultant, its shareholders, directors, officers, agents, employees and affiliates. The City shall reimburse Consultant for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any claim or investigation and for any losses arising out of, related to, or in any way connected with the City's performance, errors, acts or omissions under this agreement, except to the extent the losses are caused by or arise out of any act or omission of Consultant, its shareholders, directors, officers, agents, employees and affiliates.

Consultant shall defend, indemnify and hold the City harmless from all claims, including but not limited to claims presented to EEOC, FHRC and MDCEOC, losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any other federal, state, or local law.

The provisions of this section shall survive termination of this agreement.

8. **INSURANCE.**

The Consultant shall at all times carry professional liability insurance, worker's

compensation insurance, public liability and property damage insurance, and automotive public liability and property damage insurance within minimum policy limits as indicated on the attached Exhibit "C". The City shall be named as an additional insurance on all of the above insurance policies. Each insurance policy shall state that it is not cancelable without written notice to the City 30 days prior to the effective date of cancellation.

9. **ASSIGNMENT.**

This Agreement shall not be assignable by Consultant.

10. **PROHIBITION AGAINST CONTINGENT FEES.**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement unless approved by the City Manager of the City of Homestead.

11. **TERMINATION.**

This Agreement may be terminated by the Consultant upon thirty (30) days' written notice with cause and upon 180 days written notice without cause. This Agreement may be terminated by the City upon thirty (30) days' written notice with cause and upon 90 days written notice without cause. If this Agreement is terminated, the Consultant shall be paid for all reasonably acceptable work performed and pertinent expenses up to the date of termination. In the event of termination without cause or upon City's notification of its intention not to renew this contract no later than 90 days prior to this Agreement's scheduled termination date, the fee sharing arrangement described in paragraph 2A above shall be modified as follows:

|                                                         | City share | Consultant share |
|---------------------------------------------------------|------------|------------------|
| Third month immediately preceding the termination date  | 40%        | 60%              |
| Second month immediately preceding the termination date | 60%        | 40%              |
| First month immediately preceding the termination date  | 80%        | 20%              |

As of the beginning of the 90 day termination period described above, Consultant's scope of

work shall be reduced as follows. Consultant will not be required to provide inspection services on any projects where Consultant did not previously perform the plan review.

12. **NONEXCLUSIVE AGREEMENT.**

The services to be provided by the Consultant pursuant to this Agreement shall be nonexclusive and nothing herein shall preclude the City from engaging other firms to perform the same or similar services for the benefit of the City within the City's sole and absolute discretion. The cost of those services will be deducted from the monthly amount due to the Consultant.

13. **ENTIRE AGREEMENT.**

The parties hereby agree that this is the entire agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties.

14. **WARRANTIES OF CONSULTANT.**

The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Specified Services.

15. **ATTORNEYS' FEES.**

In the event any party hereto institutes litigation or arbitration to enforce its rights or remedies hereunder, the party prevailing in such litigation or arbitration shall be entitled to an award for costs incurred in connection with such litigation or arbitration.

16. **NOTICES.**

All notices and communications to the City shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail, postage pre-paid, or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

CITY: Mike A. Shehadeh, P.E.  
City Manager  
City of Homestead  
790 N. Homestead Boulevard  
Homestead, Florida 33030

CONSULTANT: Carlos A. Penin, P.E.,  
President

C.A.P. Government, Inc.  
8350 NW 52<sup>nd</sup> Terrace, Suite 209  
Doral, FL 33166

17. **TRANSITION PLAN AND APPROACH.**

- A. Consultant proposes to be compensated at an hourly rate for continuing to process (plan reviews and inspections) all open permits previously issued by the City of Homestead. All Plans Review and Inspection services performed prior to the official start date of October 01, 2009 will be billed on a Time and Materials basis.
- B. Plans Review and Inspection services performed on applications received prior to October 01, 2009 can be performed on a Time and Materials basis using the rates in Exhibit "B".
- C. Consultant is prepared to begin full Building Department services on October 01, 2009. Any new permit applications will be compensated as a percentage of the total fees collected in accordance with the provisions of Section 2 of this Agreement.
- D. Working as an extension of the City, Consultant will carry out the functions of the department, which generally includes: management of staff, department organization, day to day plans review and inspections, customer service, and document control.
- E. Consultant experience and understanding of the services of the Building Department will allow us to execute these functions in a seamless manner consistent with the expectations and guidelines set forth by the City.

18. **GOVERNING LAW.**

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any litigation hereunder shall be in Miami-Dade County, Florida.

**IN WITNESS WHEREOF**, the parties hereto have accepted, made and executed this

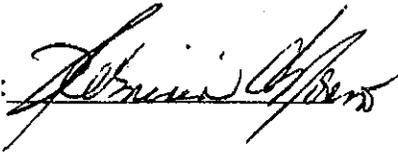
54

Agreement upon the terms and conditions above stated on the day and year first above written.  
C.A.P. Government, Inc.

**CONSULTANT:**

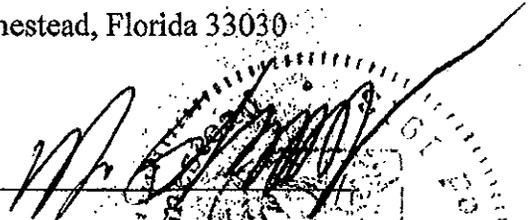
C.A.P. Government, Inc.  
8350 NW 52<sup>nd</sup> Terrace, Suite 209  
Doral, FL 33166

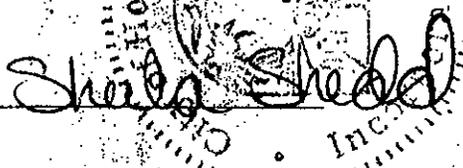
By: 

Attest: 

**CITY:**

City of Homestead  
790 N. Homestead Boulevard  
Homestead, Florida 33030

By: 

Attest: 

Approved:   
City Attorney

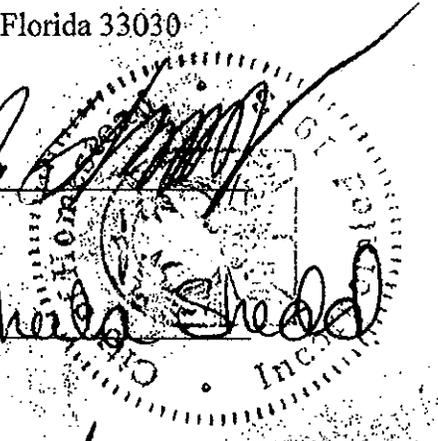


EXHIBIT "A"

Job Classifications:

- A. **Building Official** certified by the Miami-Dade County Board of Rules and Appeals. This position will supervise all activities for the City building department and coordinate with the code enforcement unit.
- B. **Structural Plan Reviewer** is certified by the Miami-Dade County Board of Rules and Appeals. This Professional Engineer performs structural review of building permit plans as mandated by the revised Florida Building Code requirements.
- C. **Chief Building Inspector** is certified by the Miami-Dade County Board of Rules and Appeals. He performs all plans review and field inspection of structural, building, A.D.A. and roofing components. As construction progresses, mandatory inspections are performed per requirements of the Florida Building Code. He is responsible for supervising the inspection activities of all trades and the threshold buildings and special inspectors.
- D. **Threshold Building Inspector, Structural Inspector, Mechanical, Plumbing and Electrical Officials** are delegated power by the Building Official to enforce the Florida Building Code and, or the Florida Building Code and to interpret the code requirements of their respective trades.

**EXHIBIT "B"**

**SCHEDULE OF HOURLY COST FOR ADDITIONAL SERVICES**

|                                                                |                 |
|----------------------------------------------------------------|-----------------|
| • Principal                                                    | \$200.00        |
| • Building Official                                            | \$600.00 /month |
| • Professional Structural Engineer / Plans Examiner            | \$125.00        |
| • Professional Civil, Electrical, Mechanical Engineer          | \$100.00        |
| • Project Manager                                              | \$100.00        |
| • Engineer I Designer I Plans Examiner (Other than structural) | \$85.00         |
| • CADD Technician                                              | \$65.00         |
| • Field Inspector                                              | \$75.00         |
| • Zoning Inspector                                             | \$55.00         |
| • Administrative Assistant                                     | \$45.00         |
| • Clerical                                                     | \$30.00         |
| • Vehicle Travel (with proper documentation)                   | \$0.495/Mile    |
| • Out of Pocket (pass-thru)                                    | Cost + 10%      |

**EXHIBIT "C"**  
**REQUIRED LIMITS OF INSURANCE & INDEMNITY**

A. The minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy) shall be as follows:

1. Workers' Compensation/Employer's Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by the Florida Workers' Compensation Act or any other coverages required by the Contract which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage for those coverages required by the Agreement which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

- \$ 1,000,000 (Each Accident)
- \$ 1,000,000 (Disease-Policy Limit)
- \$ 1,000,000 (Disease-Each Employee)

2. Commercial General Liability - The minimum limits for the Commercial General Liability coverage shall be:

|                                                          | <u>* Column A</u>   | <u>** Column B</u>  |
|----------------------------------------------------------|---------------------|---------------------|
| General Aggregate.....                                   | <u>\$ 2,000,000</u> | <u>\$ 5,000,000</u> |
| Products/Completed<br>Operations Aggregate.....          | <u>\$ N/A</u>       | <u>\$ [Limit C]</u> |
| Personal and Advertising Injury.<br>Each Occurrence..... | <u>\$ 1,000,000</u> | <u>\$ [Limit C]</u> |
| Fire Damage (any one fire).....                          | <u>\$ 50,000</u>    | <u>\$ Nil</u>       |
| Medical Expense (any one person)                         | <u>\$ 10,000</u>    | <u>\$ Nil</u>       |

- \* Applicable to work performed under this Agreement only
- \*\* Total Limits including amounts in Column A

3. Business Auto Policy - The minimum limits for the Business Auto Policy shall be:

Each Occurrence - Bodily Injury and  
Property Damage Combined..... \$ 1,000,000

4. Professional Liability

\$ 2,000,000 per occurrence aggregate per Contract  
\$ 5,000,000 per occurrence total

The Company shall provide and maintain Professional Liability insurance from the inception of services under this Contract. If on an occurrence basis, the insurance must be maintained four years after the completion of all services required under this Contract. If on a claims-made basis, the retroactive date must be no later than the inception of services under this contract and the insurance e must respond to claims reported within four years after the completion of all services required under the Contract.

**PROFESSIONAL SERVICES AGREEMENT**

~~June~~ <sup>JULY</sup> THIS AGREEMENT (this "Agreement"), made and entered into the 1st day of ~~June~~, 2009 by and between:

**CITY OF PEMBROKE PINES, FLORIDA**

a municipal corporation  
10100 Pines Boulevard  
Pembroke Pines, Florida 33026  
(hereinafter referred to as "CITY")

AND

**CALVIN GIORDANO & ASSOCIATES, INC.**

A Florida corporation  
1800 Eller Drive, Suite 600  
Fort Lauderdale, Florida 33316  
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on March 17, 2009, the City of Pembroke Pines, Florida issued Request for Proposals No.FI09-05 ("RFP") in an effort to seek potential qualified vendors to provide plan review, inspection and other building department related services, a copy of the RFP is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, on April 8, 2009, the CITY's evaluation committee convened to review and rank the prospective vendors; and

WHEREAS, the evaluation committee ranked the potential vendors and provided its recommendation to the City Commission; and

WHEREAS, on June 3, 2009, the City Commission considered the presentation of several potential vendors and voted to negotiate a mutually acceptable contract with Calvin Giordano & Associates, Inc., subject to final City Commission approval, a copy of the bid proposal submitted by Calvin Giordano & Associates is attached hereto as Exhibit "B" and incorporated herein and the minutes of the June 3, 2009 City Commission meeting are attached hereto as Exhibit "C" and incorporated herein; and

WHEREAS, CITY has determined that entering into this Agreement with CONTRACTOR for certain professional services as contemplated in this Agreement is in the best interests of the health, safety, and welfare of the citizens and residents of the City of Pembroke Pines, Florida; and

**NOW, THEREFORE, IN CONSIDERATION** of the mutual covenants and undertakings and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

**Article 1 – Incorporation.**

**1.1** The foregoing recitals are true and correct and incorporated herein by reference.

**Article 2 - Scope of Professional Services**

**2.1** The CONTRACTOR shall perform Professional Building Department Services for the CITY. Such services shall include, but are not limited to the following:

- 1) Review and process construction plans for issuance of building permits under the Florida Building Code, including applications for all required certificates, licenses and registrations. Plans review and inspection services shall include, but not be limited to building, roofing, mechanical, HVAC, plumbing, structural and electrical, as well as providing all administrative documentation as required by governmental entities having jurisdiction as well as the CITY.
- 2) Review applications for compliance with submittal requirements, including contractor licensing and insurance, and other agency approvals.
- 3) Route applications to appropriate staff for discipline compliance reviews and comments.
- 4) Monitor review status to ensure prescribed time limits are met.
- 5) Contact building contractors, architects, engineers, and citizens about construction projects, code questions and other concerns.
- 6) Inspect permitted construction within the City limits, for compliance with City codes and ordinances and permitted plans and specifications.
- 7) Generally perform inspections between 7:00 a.m. and 6:00 p.m. Monday through Thursday, except on an as needed basis as described in Section 2.3, below, and at such time as set forth therein.
- 8) Maintain records of inspection and investigations. CITY's inspection forms shall be used.
- 9) CONTRACTOR shall provide a Permit System to include hardware, to maintain daily inspections as well as permit and plan review activities. CONTRACTOR shall provide updates in real time.

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- 10) Prepare written reports of inspections and investigations of complaints and other reports as may be reasonably required by the CITY.
- 11) CONTRACTOR shall review and maintain all records required by the Federal Emergency Management Agency ("FEMA") in association with the processing of building permits in the format required by FEMA.
- 12) Perform any other related services required by the CITY and all other governmental agencies having jurisdiction.
- 13) Coordinate relevant activities with the City's Planning and Zoning consultants, the CITY's Fire Marshall, and the CITY's Code Enforcement Officers.
- 14) Coordinate activities with Broward County Board of Rules and Appeals and the Florida Building Commission, as needed and/or required.
- 15) Provide services with regard to Unsafe Buildings as described in Section 111 of the FBC-BBCAP, inspect, post and record violations and conduct public hearings and provide support to the Unsafe Structures Board.
- 16) Provide Building Code Enforcement services on behalf of the CITY.
- 17) CONTRACTOR shall be responsible to provide any and all utilities, janitorial service, and telephone service as needed in the performance of this Agreement.

**2.2 Inspection Services.** Inspection services shall be conducted in accordance with all applicable federal, state, and local laws, rules, regulations, directives, codes and ordinances. For each discipline, CONTRACTOR shall provide a minimum of two (2) persons with all applicable certifications required pursuant to Florida Statutes. All personnel performing services under this Agreement shall have at least three (3) years of experience in their respective disciplines.

**2.3 Emergencies.** During a declared emergency, CONTRACTOR shall be responsible for staffing the EOC when operational and assisting with damage assessment and safety inspections. Emergency services will be reimbursable at direct cost. The Building Code Administrator shall have immediate access to building plans and other essential building information. CONTRACTOR shall work with the CITY during post disaster (natural or man-made) times, in restoring Plan Review and Inspection Services pursuant to the Florida Building Code and executive orders of the Governor. CONTRACTOR shall provide personnel to assist with damage assessment teams. CONTRACTOR shall serve as a resource and consultant in the relevant discipline areas, assisting the operational decision-making process and performing other duties as deemed necessary to restore overall safety and services. CONTRACTOR shall provide personnel in each discipline to any type of emergency call-out by the CITY's Fire Rescue, Law Enforcement or any authorized CITY representative.

**2.4 Timeframes for Performance.** Plan reviews shall be performed in accordance with the following schedule:

- |                                                                 |                  |
|-----------------------------------------------------------------|------------------|
| 1) Building Permits (Minor)                                     | 1 Business Day   |
| 2) Building Permits (Major)                                     | 10 Business Days |
| 3) Single-Family Homes<br>(New Construction, Major Renovation)  | 10 Business Days |
| 4) Commercial Improvements<br>(Minor, including signs)          | 5 Business Days  |
| 5) Commercial; Improvements (Major)<br>Multi-Family Residential | 10 Business Days |

All inspections performed under this Agreement shall be conducted within one (1) business day of the request. In order to ensure public safety, response to hazards, nuisances, and Florida Building Code violations, reports will be performed within one (1) business day of receiving notice. The CONTRACTOR shall provide an inspector to meet this "on call" requirement. Responses to inquiries from the general public shall be provided by the CONTRACTOR within two (2) business days.

**2.5 Staff Qualifications and Requirements.** In addition to any requirements otherwise set forth herein, CONTRACTOR shall provide the necessary and appropriate personnel to ensure the performance of this Agreement, and such personnel shall satisfy the following requirements:

- 1) Building Official. Compliance with the requirements of Section 103 of the FBC-BBCAP, License from the State of Florida, Department of Business and Professional Regulation as a Chief Building Official, and County Certification.
- 2) Plans Examiners (Structural, Electrical, Mechanical, and Plumbing). Compliance with the requirements of Section 103 of the FBC-BBCAP, License from the State of Florida Department of Business and Professional Regulation as licensed under the respective discipline practiced, and County Certification.
- 3) Inspectors (Chief Electrical, Chief Mechanical, Chief Plumbing, and Chief Structural Inspector). Compliance with the requirements of Section 103 of the FBC-BBCAP, License from the State of Florida, Department of Business and Professional Regulation and/or licensed by the State.
- 4) Additional Staff. Cashiers and clerical staff sufficient to intake and route plans and applications, prepare certificates, scan all documents including plans in keeping with the established procedures, maintain computer operations including existing main frame, scan documents and plans not scanned initially within thirty (30) days of final inspection for archives.

All personnel shall be certified and recertified biennially by the Broward County Board of Rules and Appeals in accordance with Section 103 of the FBC-BBCAP and State Law. CONTRACTOR shall provide documentation to the CITY's Contract Administrator upon execution of this Agreement and upon staff changes thereafter.

**2.6 Equipment and Personnel Requirements.** CONTRACTOR shall provide and maintain the vehicles necessary to perform the services as set forth herein. All such vehicles shall be kept well maintained, clean, free of damage and in safe operating condition, with the name of the CONTRACTOR and number of the vehicle printed in letters not less than three inches (3") high on each side of the vehicle.

CONTRACTOR'S Personnel shall adhere to the following requirements:

- 1) While performing services under this Agreement, all personnel shall wear a uniform shirt with the CONTRACTOR's logo and shall wear a CITY identification tag.
- 2) While performing services under this Agreement, all personnel shall be equipped with communication equipment, including, but not limited to cellular telephones. A list of all cellular telephone numbers of such personnel shall be submitted to the City Manager, or his or her designee, at the time of execution of this Agreement and such list shall be updated and provided to the CITY on a regular basis.
- 3) All personnel performing services under this Agreement shall be fluent in English and CONTRACTOR shall require at least one person to be in the office at all times during regular business hours who is fluent in Spanish.

### **Article 3 - Term of Agreement**

**3.1 Term:** This agreement shall be effective for an initial five (5) year term following the date of execution by the Parties.

**3.2 Renewal:** This Agreement shall be renewed at the expiration of the initial term and annually thereafter unless notice of intent not to renew is provided in conformance with Section 12.10. The parties agree to furnish notice of intent not to renew this Agreement not less than one hundred eighty (180) days prior to the expiration of this Agreement. In the event that this Agreement is not renewed for any reason, CONTRACTOR shall continue to provide services under existing terms and conditions until a replacement contractor has been located and retained by the City.

**3.3 Termination without cause:** This Agreement may be terminated by the CITY for any reason or no reason upon thirty (30) calendar days written notice to the CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to receive compensation for any work, or capital investment completed pursuant to this Agreement to the satisfaction of the CITY up through the date of termination. Under no circumstances shall the CITY make payment for services that have not been performed.

**3.4 Termination with cause:** This Agreement may be terminated by either party upon five (5) calendar days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated by the CITY, CONTRACTOR shall indemnify the CITY against any and all loss pertaining to such termination, including, but not limited to reasonable costs incurred in transition to a replacement contractor.

**3.5 Termination (transfer of ownership).** This Agreement may be terminated by the CITY upon five (5) calendar days written notice if there is a change of more than fifty percent (50%) of the ownership of the CONTRACTOR. CONTRACTOR shall notify the City Manager at least ten (10) days prior to the change of ownership of the CONTRACTOR.

**3.6** Upon termination for any reason, CONTRACTOR shall turn over to the CITY all finished and unfinished work product, data, studies, surveys, sketches, plans and reports in its possession. CONTRACTOR shall also reasonably assist the CITY and any replacement contractors in the transition, including transition of computer data or software, as may be necessary.

#### Article 4 - Payment

**4.1** CONTRACTOR's employees shall be responsible for collecting and maintaining all fees and payments associated with the performance of this Agreement on behalf of the CITY. The CITY shall receive an annual payment of \$150,000.00, payable in monthly installments of \$12,500.00 per month. Pursuant to Section 5.2 of this Agreement, the CITY shall further receive a monthly rental payment from the CONTRACTOR. On or before the 5<sup>th</sup> day of each month, the CITY shall receive from the CONTRACTOR a total payment in the amount of \$24,750.00 plus all applicable taxes. Contractor revenue is comprised of fees collected minus the above payments. CITY shall receive ten percent (10%) of the gross revenues collected in excess of \$4,000,000.00. All fees and costs set forth herein shall be increased or decreased from the current contract fees and costs annually each July 1st, commencing July 1, 2011, by the April to April change in the Consumer Price Index ("CPI") for "All Urban Consumers for the Miami-Fort Lauderdale Area, Florida" as published by the U.S. Department of Labor Statistics or its successor agency.

**4.2** This Article shall be reviewed and revised pursuant to the mutual consent of the Parties upon each renewal.

#### Article 5 - Local Office Requirements

**5.1** At the time of the execution of this Agreement, CITY has 5375<sup>\*</sup> square feet of office space utilized for Building Department Services. CONTRACTOR shall rent office space from the CITY for one (1) year. After one (1) year, CONTRACTOR shall maintain an office acceptable to the CITY, which shall be located within three (3) road miles of Pines Boulevard

Rental 12,250  
2.28 sq ft

and 136<sup>th</sup> Avenue, and may include City Hall. A high speed Internet connection, equal or better than the existing service, to the main frame computer shall be required.

5.2 CONTRACTOR shall make monthly rental payments in the amount of \$12,250.00 per month plus applicable taxes for a total annual rent of \$147,000.00 plus taxes. Rental payments shall be paid to the CITY on the 5<sup>th</sup> day of each month in accordance with Section 4.1, above.

5.3 CONTRACTOR shall provide sufficient space in the office for Zoning Administrator. In addition, CONTRACTOR shall provide a conference room and plan tables for review and zoning maps and plan storage areas. At all times, the office shall be well-maintained, neat and orderly, with clean restrooms accessible to the public.

#### **Article 6 - Status Reports**

6.1 On or before the first of every month, the CONTRACTOR shall prepare and deliver to the City Manager, or his or her designee, a status report showing the status of all pending work authorizations and projects related to this Agreement.

#### **Article 7 - Hours of Operation**

7.1 CONTRACTOR shall maintain fully staffed business hours equal to, but not less than, the CITY's business hours of 7:00 a.m. through 6:00 p.m., Monday through Thursday. CONTRACTOR shall not be expected to perform services under this Agreement on those days in which City Hall is otherwise closed for business. The Parties acknowledge that the City may, in its sole discretion, transition to a five (5) day work week. In the event of such a transition, CONTRACTOR shall continue to perform services under this Agreement during the CITY's regular business hours, as may be amended from time to time.

#### **Article 8- Insurance and Bonds**

The CONTRACTOR shall not utilize the Facility until he has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY.

CERTIFICATES OF INSURANCE reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverage's afforded under these policies will not be canceled until at least forty-five (45) days prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must not be less than "A" and Class VI in the latest edition of "Best's Key Rating Guide", published by A.M. Best Guide. Insurance shall be in force until the obligations required to be fulfilled under the terms of the Contract are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension there under is in effect. The CONTRACTOR shall not utilize the facility pursuant to this contract unless all

required insurance remains in full force and effect. CONTRACTOR shall be responsible for subcontractors and their insurance. COMMERCIAL GENERAL LIABILITY insurance to cover liability, bodily injury, and property damage. Exposures to be covered are: premises, operations, product completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following minimum limits of liability:

- \$5,000,000 Combined Single Limit - each occurrence
- \$5,000,000 Combined Single Limit - general aggregate
- \$5,000,000 Professional Liability/ E&O Insurance
- \$5,000,000 Automobile Liability Insurance
- \$1,000,000 Employee Crime/Dishonesty Insurance
- \$1,000,000 Fire and Legal Liability Insurance
- \$1,000,000 Personal Injury
- \$1,000,000 Products/Completed Operations Aggregate

CONTRACTOR shall have its insurer name the City of Pembroke Pines as an additional insured on its General Liability policy. CONTRACTOR shall insure its own property and such insurance shall further cover and extend to any and all CITY property used by CONTRACTOR in the performance of this Agreement, including public records and other documents.

Professional Liability/E&O insurance -- the policy shall be a claims-made policy and the contractor shall provide "tail coverage" for a period of at least seven (7) years after the termination of the Agreement.

**WORKERS COMPENSATION** insurance shall be maintained during the life of this contract to comply with statutory limits for all employees, and in the case any work is sublet, the CONTRACTOR shall require the Subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. The CONTRACTOR and his subcontractors shall maintain during the life of this policy Employers Liability Insurance.

The following limits must be maintained:

|                      |                                 |
|----------------------|---------------------------------|
| Workers Compensation | Statutory                       |
| Employer's Liability | \$100,000 per occurrence        |
|                      | \$500,000 Disease-policy limit  |
|                      | \$100,000 Disease-each employee |

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead. The Payroll provider shall carry Employee Dishonesty, Forgery, and Alteration, and Computer Fraud coverage. The limits shall be a minimum of \$1 million. The provider shall have the crime policy(ies) endorsed to name the City as loss payee.

#### Article 9-Indemnity and Liens

**9.1 Indemnity.** CONTRACTOR shall indemnify and hold CITY and its Agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. Additionally, CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to protect, defend, indemnify, and hold the City of Pembroke Pines and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses, liabilities of every kind and character resulting from the error, omission or negligent act of CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR'S duties set forth in this Agreement. Such indemnification shall include any and all claims and liabilities, against the CITY by CONTRACTOR's employees. CONTRACTOR further agrees to investigate, handle, respond to, provide defenses for and defend any such claims, etc., even if such claim is groundless, false or fraudulent. This Article shall extend to any subcontractors engaged by the CONTRACTOR, and all subcontractors shall further be required to indemnify the City in accordance with the terms set forth herein.

**9.2 Warranty of Title and Waiver of Liens.** The CONTRACTOR shall not at any time suffer or permit any lien, attachment, or any other encumbrance under the laws of the State of Florida or otherwise by any person or persons whomsoever to remain on file with the City against any money due or to become due for any work done or materials furnished under this Agreement or by any reason or claim or demand against CONTRACTOR. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment by virtue of this Agreement.

#### **Article 10- Legal Obligations**

**10.1** CONTRACTOR may be legally liable for the following operations, whether such operations be by the CONTRACTOR or by anybody performing work for the CONTRACTOR under this Agreement or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 1) Claims under worker's compensation, disability benefit and other similar employee benefit acts that are applicable to the Services to be performed under this Agreement;
- 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR's employees;
- 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR's employees;
- 4) Claims for damages insured by usual personal injury liability coverage that are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the CONTRACTOR, or (2) by another person;
- 5) Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

- 6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- 7) Claims of contractual liability insurance applicable to the CONTRACTOR's obligation.

**10.2** The insurance required for the plan review and inspection services shall be written for not less than the limits of liability as set forth herein or as required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Services until date of final payment and termination of any coverage required to be maintained after final payment.

### **Article 11 - Special Conditions**

**11.1 Participating Offices:** It is recognized by the Parties that questions in the day-to-day performance of this Agreement may arise. The CITY designates the City Manager, or his or her designee, as the person to whom all communications pertaining to the day-to-day performance of this Agreement shall be addressed. CONTRACTOR designates George Keller as the representative of the CONTRACTOR to whom all communications pertaining to the performance of this Agreement shall be addressed. The City Manager shall have the right to require CONTRACTOR to change any personnel working on CITY projects upon providing CONTRACT with ten (10) days written notice.

**11.2 Independent Contractor:** All employees of the CONTRACTOR shall be, at all times, the sole employees of the CONTRACTOR under its sole discretion and not an employee or agent of the CITY. The CONTRACTOR shall supply competent and physically capable employees who shall have and wear proper identification. The CITY reserves the right to require the CONTRACTOR to remove an employee the CITY deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on CITY property is not in the best interest of the CITY. The CITY also reserves the right to dismiss any of the CONTRACTOR'S drivers who fail to follow proper safety and traffic rules and regulations.

**11.3 Background Check:** CONTRACTOR shall, at CONTRACTOR's sole expense, ensure that all of its personnel who will be involved in the performance of this Agreement have undergone Level 1 employment screening in accordance with Chapter 435, F.S. prior to the commencement of such performance.

**11.5 Drug-free Workplace:** CONTRACTOR shall maintain a drug-free workplace.

**11.6 Equipment:** All of the CONTRACTOR'S equipment utilized for this Agreement, if any, shall be in good operating condition and provided with all needed maintenance to sustain this condition for the duration of the Agreement, subject to inspection and approval by the CITY.

**11.7 No Onsite Solicitation:** The CONTRACTOR shall not solicit work from private citizens or others, or create a conflict of interest in the designated work areas during the term of this Agreement.

**11.8 Record Maintenance:** All drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed, received or provided in connection with this Agreement shall be the property of the CITY and the CITY shall have the full right to use such data for any official purpose permitted under the Florida Statutes, including making it available to the general public pursuant to Chapter 119, F.S. This provision shall survive the termination of this Agreement.

#### **Article 12- General Conditions**

**12.1 Interpretation and Venue:** This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in the Broward County, Florida.

**12.2 Assignment of Rights:** Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

**12.3 Captions:** The captions utilized in this Agreement are for purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

**12.4 Binding Effect:** This Agreement shall be binding upon and shall insure to the benefit of each of the parties and of their respective successors and permitted assigns.

**12.5 Amendment:** This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

**12.6 Waiver:** The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

**12.7 Civil Rights:** During the term of this Agreement CONTRACTOR assures CITY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not discriminate on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

**12.8 Other Laws:** CONTRACTOR shall at all times comply with all federal, state and local laws, rules and regulations.

**12.9 Severability:** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**12.10 Notices:** Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

As to CITY:                      City Manager  
City of Pembroke Pines  
10100 Pines Blvd  
Pembroke Pines, FL 33026  
(954) 431-4884 (phone)  
(954) 437-1149 (facsimile)

With a Copy to:                Samuel S. Goren, City Attorney  
Goren, Cherof, Doody, & Ezrol, P.A.  
3099 East Commercial Blvd., Suite 200  
Fort Lauderdale, FL 33308  
(954) 771-4500 (phone)  
(954) 771-4923 (facsimile)

As to CONTRACTOR:          Dennis Giordano, President  
Calvin Giordano & Associates, Inc.  
1800 Eller Drive, Suite 600  
Fort Lauderdale, FL 33316  
(954) 921-7791 (phone)  
(954) 921-8807 (facsimile)

With a Copy to:                Dennis Mele, Esq.  
Ruden McCluskey  
200 East Broward Blvd., Suite 1500  
Fort Lauderdale, FL 33301  
(954) 527-2409 (phone)  
(954) 333-4009 (facsimile)

Each party hereto may change its mailing address by giving to the other party notice of such change.

**12.11 Entire Agreement:** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

**12.12 Assignment of Contract:** This Agreement shall not be assigned except with the written consent of the CITY, which consent shall not be unreasonably withheld. No such consent shall be construed as making the CITY a party to subcontract or subjecting the CITY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the CITY must be through the CONTRACTOR.

**12.13 Subcontractors.** Subcontractors, if needed, shall be subject to the prior written approval of the City Manager.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

CITY OF PEMBROKE PINES

ATTEST:

[Signature] 6/22/09  
JUDITH A. NEUGENT, CITY CLERK

BY: [Signature]  
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

[Signature] 6/22/09  
OFFICE OF THE CITY ATTORNEY

CALVIN GIORDANO & ASSOCIATES, INC.

WITNESSES:  
[Signature]  
Print Name: Sabin A. Banks

BY: [Signature]  
Print Name: Dennis Giordano  
Title: President

[Signature]  
Print Name: Jess Cruz

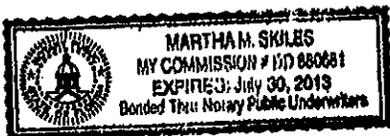
STATE OF Florida )  
COUNTY OF Broward ) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Dennis Giordano as President of Calvin Giordano & Assoc, an organization authorized to do business in the State of Florida, who is personally known to me or who has produced \_\_\_\_\_ as identification and acknowledged (s)he executed the foregoing Agreement as the proper official of \_\_\_\_\_ for the use and purposes mentioned in it and deed of Image Lawn Maintenance.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 1<sup>st</sup> day of July, 2009.

My Commission Expires:

[Signature]  
NOTARY PUBLIC



2006

**CONTRACT FOR SERVICES  
BUILDING INSPECTIONS**

This Contract is entered into by and between the Town of Juno Beach, a Florida municipal corporation, 340 Ocean Drive, Juno Beach, FL 33408 (hereinafter "Town") and M.T. Causley Supplemental Services of South Florida, LLC, a Florida limited liability corporation, 97 N.E. 15<sup>th</sup> Street, Homestead, FL 33030 (hereinafter "Contractor").

**WHEREAS**, the Town requires high quality professional building plan review and inspection services sensitive to community needs, and

**WHEREAS**, Contractor agrees to provide building plan review and inspection services to meet the Town's needs for such services; and

**WHEREAS**, the parties wish to formalize their arrangement through the execution of this Contract.

**NOW THEREFORE**, in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that:

1. The Contractor will provide the Town a building official (and additional inspectors if necessary) whose duties shall include building plan review, inspection services, and tasks necessary to meet the inspection needs of the Town. Said personnel will have regular contact with residents, Town Officials and staff. The Building Official/Inspector will provide plans review and approval and inspection services. The Town shall provide site plan and zoning administration.
2. The Contractor will also provide:
  - a. Salary and benefits of its employees and inspectors.
  - b. Field communication equipment (numbers will be provided to the Town personnel). Inspectors shall respond to the Town's calls and equipment shall be in service during the term of the Agreement.
  - c. Vehicle in safe operating condition or vehicle allowance for the inspectors.
  - d. Supplemental systems and support and administrative coordination.
  - e. Templates for all necessary forms, applications, permits and placards for the successful operation of the department.
  - f. A staff of specialists available to assist in building code enforcement activities and available for back-up inspection purposes when the principal building official is unavailable.
  - g. Certificate of insurance showing all coverage with a minimum of \$1 million of Worker's Compensation, general liability, automobile liability and errors and omissions coverage and naming the Town as an additional

insured within 30 days of accepted contract. No material change or cancellation of insurance shall be without thirty (30) days prior written notice to the Town.

3. The Contractor will provide inspectors, plan reviewers and building officials who shall possess standard certificates per Florida Statute 468, in the disciplines they practice. All inspectors shall have a minimum of five (5) years of experience in the construction industry and the Building Official shall have at least ten (10) year's experience.
4. The Contractor will implement and enforce the adopted building codes of the Town, and all local amendments to those codes, ordinances and regulations of the Town, as well as applicable county, state or federal regulations, codes, ordinances and statutes, but at a minimum the following listed codes:
  - a. The Florida Building, Mechanical, Plumbing, Gas, Energy Efficiency and Accessibility Codes
  - b. The National Electrical Code
  - c. The Federal Emergency Management Contractor Requirements
  - d. NFPA 101 and NFPA 1
  - e. Town of Juno Beach Public Works Design and Specification Standards
5. The Contractor will provide a Building Official during the hours agreed upon by the Town; initially Tuesday and Thursday, excluding Town recognized holidays. The Contractor shall provide inspections during inclement weather conditions, except during a natural disaster or other unsafe conditions when the Town has suspended such services.
6. The Contractor will provide a one week turn around time on the review of a complete set of building plans for a single family or two family dwelling unit, or a multi-family, office, commercial or industrial projects under 5,400 square feet. Large scale development building plans (those over 5,400 square feet) will be reviewed in a timely manner and no longer than two weeks after receipt of a complete set of plans.
7. The Contractor will insure that inspection results will be made available no later than 5:00pm of the next business day.
8. The Contractor will work in conjunction with the County Fire Inspector and Fire Marshall in ensuring all buildings meet the minimum Code requirements, plan review, inspections and the issuing of certificate of occupancies or certificate of uses.
9. The Contractor will perform inspections for which no permit fee is required, such as complaints and property maintenance inspections, enforcement of the

Emergency Management Plan and inspections from permits issued prior to the effective date of this contract at the direction of the Town and forward those reports to the appropriate person(s) with the findings. The Town shall compensate the Contractor for any activities and meetings relating to the duties herein where a permit fee is not generated as specified in "Exhibit A" at a rate agreed upon by the parties.

10. The Contractor will be compensated at seventy-five percent (75%) of the permit and inspection fees. The remaining twenty-five percent (25%) of the funds collected shall be retained by the Town. All fees for any services provided by the Contractor for the Town shall be collected by the Town.
11. The Contractor shall provide a statement for services rendered by the fifth day of the following month. The Town shall compensate the Contractor by the 20th of the month following the period services were rendered.
12. The Contractor does hereby certify that it has not and is not placed on the convicted vendor list following conviction for a public entity crime, that Contractor has in place a drug free workplace policy and that Contractor is an equal opportunity employer.
13. The Town shall provide for the Contractor office space, desks, desk chairs, file cabinets, local phone service and use of a photocopier and fax machine for the Contractor during the term of this agreement. The Contractor shall be responsible for its long distance phone charges other than those related to Town business, office supplies and office equipment necessary for the performance of its responsibilities. The location and size of the Contractor's office area shall be determined as mutually agreeable with the Town.
14. Any failure of a party to enforce the party's rights under any provision of this agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.
15. Either the Town or the Contractor may terminate this agreement with or without cause upon sixty (60) days' written notice to the other party of the intention to terminate. The Town of Juno Beach reserves the right to terminate this agreement with cause with twenty (20) days' written notice to the Contractor. Notices shall be served to the parties at the addresses specified above.
16. The initial term of the Agreement shall be for a period of one year, and shall be automatically renewed for consecutive periods of one (1) year unless canceled by either party with sixty (60) days' written notice prior to the expiration of the then current term.
17. This agreement contains the entire understanding of the parties as to the matters contained herein, and it shall not be altered, amended or modified except by a

written addendum executed by the duly authorized agents of both the Town and the Contractor.

18. The Contractor agrees to provide these services commencing October 17, 2006.
19. To the fullest extent permitted by applicable laws and regulations, Contractor shall indemnify, defend, save and hold harmless the Town, its officers, agents and employees, from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential, arising out of or in any way related to the services furnished by Contractor or its officers, agents, employees or independent contractors pursuant to this Contract, specifically including, but not limited to, those caused by or arising out of any act, commission, negligence or default of Contractor.
20. Contractor undertakes performance of the services contemplated by this Contract as an independent contractor and not as an agent or employee of the Town.
21. It is hereby understood and agreed that in the event any lawsuit in the judicial system is brought to enforce compliance with this Contract or interpret same, or if any administrative proceeding is brought for the same purpose, the non-prevailing party shall pay to the prevailing party reasonable attorney's fees and costs, including appellate attorney's fees and costs. Costs shall be paid even if not taxable by the court or administrative body.
22. This Contract shall be governed by the laws of the State of Florida and venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida.

Executed by the Town this 2nd day of November, 2006:

Town of Juno Beach, Florida

[Signature]  
Town Manager

ATTEST:

[Signature]  
Town Clerk

Executed by the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 2006:

M.T. Causley Supplemental Services of  
South Florida, LLC

By: [Signature]  
Printed Name: Michael T. Causley  
Title: Pa

State of Florida  
County of MIAMI-DADE

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of November  
2006 by Michael T. Causley, on behalf of M.T. Causley Supplemental Services of South  
Florida, LLC. He is personally known to me or has produced \_\_\_\_\_  
as identification.

NOTARY PUBLIC-STATE OF FLORIDA  
Kathleen A. Von Hugel  
Commission # DD604252  
Expires: OCT. 17, 2010  
BONDED THRU ATLANTIC BONDING CO., INC.

[Signature]  
Notary Signature and Seal

**"EXHIBIT A"**

**RATES**

(attach copy from contract)

**Exhibit A**

**M.T. Causley Supplemental Services of South Florida  
Rates for the Town of Juno Beach  
Building Division**

|                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| <b>Plan Review Fees:</b><br>Value of each fee for plan review performed, exclusive of site review fee and construction code enforcement surcharge.                                                                                                                                                                                                                               | 75%                                                                                                                                 |
| <b>Inspection Fees:</b><br>Value of each inspection performed, exclusive of site review fee and construction code enforcement surcharge.                                                                                                                                                                                                                                         | 75%                                                                                                                                 |
| <b>Plans Re-Review Fees:</b><br>Value of each plans re-review fee, exclusive of site review fee and construction code enforcement surcharge.                                                                                                                                                                                                                                     | 75%                                                                                                                                 |
| <b>Re-Inspection Fees:</b><br>Value of each re-inspection fee, exclusive of site review fee and construction code enforcement surcharge.                                                                                                                                                                                                                                         | 75%                                                                                                                                 |
| <b>*In the event of a natural disaster, if additional personnel are required to perform construction plan review and inspection services, the rate of the additional personnel shall be at the following rate:</b><br>After 5:00 pm and on Saturdays shall be billed at one and a half times the hourly rate. Sundays and holidays shall be billed at two times the hourly rate. | <b>B = \$96 per hour</b><br><b>MEP = \$96 per hour</b><br><b>A/E = \$145 per hour</b><br><br>(plus expenses: travel, lodging, etc.) |
| <b>*Permit Clerk/Office Manager/File Clerk available at the following rate with four-hour minimum:</b><br>After 5:00pm and on Saturdays shall be billed at one and a half times the hourly rate. Sundays and holidays shall be billed at two times the hourly rate.                                                                                                              | <b>Permit Clerk = \$48 per hour</b><br><b>Office Mgr = \$58 per hour</b><br><b>File Clerk = \$38 per hour</b>                       |
| <b>*Additional services: special construction plans review and inspection services, architect and engineering services and meetings (excluding natural disaster events) shall be at the following rate:</b><br>After 5:00 pm and on Saturdays shall be billed at one and a half times the hourly rate. Sundays and holidays shall be billed at two times the hourly rate.        | <b>B = \$96 per hour</b><br><b>MEP = \$96 per hour</b><br><b>A/E = \$145 per hour</b>                                               |
| <b>*On an "as-needed" basis with Town Manager approval.</b>                                                                                                                                                                                                                                                                                                                      |                                                                                                                                     |
| <b>**A 5% Increase in Fees will take place biennially after year 2006.</b>                                                                                                                                                                                                                                                                                                       |                                                                                                                                     |

**B: Building Plans Review and Inspector**  
**MEP: Mechanical, Electrical and/or Plumbing Plans Review and Inspector**  
**A/E: Architects or Engineers**

2008

**CONTRACT FOR SERVICES  
BUILDING INSPECTIONS**

**THIS CONTRACT** is entered into by and between the Town of Juno Beach, a Florida municipal corporation, 340 Ocean Drive, Juno Beach, FL 33408 (hereinafter "Town") and M.T. Causley, Inc., a Florida corporation, 97 N.E. 15<sup>th</sup> Street, Homestead, FL 33030 (hereinafter "Contractor").

**WHEREAS**, the Town seeks high quality professional building plan review and inspection services sensitive to the needs of its community; and

**WHEREAS**, Contractor agrees to provide building plan review and inspection services to meet the Town's needs; and

**WHEREAS**, the parties wish to formalize their arrangement through the execution of this Contract.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Contractor shall provide the Town a building official (and additional inspectors if necessary) whose duties shall include building plan review, inspection services, and tasks necessary to meet the inspection needs of the Town. Said personnel will have regular contact with residents, Town Officials and Town Staff. The building official/inspector shall provide plans review and approval and inspection services. The Town shall provide site plan and zoning administration.
2. Contractor shall also provide:
  - A. Salary and benefits for its employees and inspectors.
  - B. Field communication equipment (numbers will be provided to the Town personnel). Inspectors shall respond to the Town's calls and equipment shall be in service during the term of this Contract.
  - C. Vehicles in safe operating condition or a vehicle allowance for the inspectors.
  - D. Supplemental systems and support and administrative coordination.
  - E. Templates for all necessary forms, applications, permits and placards for the successful operation of the building department.
  - F. A staff of specialists available to assist in building code enforcement activities and available for back-up inspection purposes when the principal building official is unavailable.

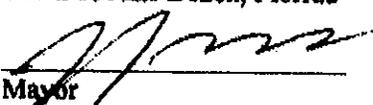
- G. Certificate(s) of insurance showing all coverage with a minimum of one million dollars (\$1,000,000) of general liability, automobile liability and errors and omissions coverage and naming the Town as an additional insured. No material change or cancellation of insurance shall be without thirty (30) days' prior written notice to the Town. Contractor shall also maintain worker's compensation insurance coverage as required by Florida Statutes.
3. Contractor shall provide inspectors, plan reviewers and building officials who shall possess standard certificates in accordance with Chapter 468, Florida Statutes, in the disciplines in which they practice. All inspectors shall have a minimum of five (5) years of experience in the construction industry and the building official shall have at least ten (10) year of experience.
  4. Contractor shall implement and enforce the adopted building codes of the Town, including local amendments, ordinances and regulations of the Town, as well as applicable county, state or federal regulations, codes, ordinances and statutes, which at a minimum shall include the following:
    - A. The Florida Building, Mechanical, Plumbing, Gas, Energy Efficiency and Accessibility Codes.
    - B. The National Electrical Code.
    - C. The Federal Emergency Management Contractor Requirements.
    - D. NFPA 101 and NFPA 1.
    - E. Town of Juno Beach Public Works Design and Specification Standards.
  5. Contractor shall provide a building official during the hours specified by the Town, excluding Town recognized holidays. Contractor shall provide inspections during inclement weather conditions, except during a natural disaster or other unsafe conditions when the Town has suspended such services.
  6. Contractor shall provide a one week turn around time on the review of a complete set of building plans for a single family or two family dwelling unit, or a multi-family, office, commercial or industrial projects under 5,400 square feet. Large scale development building plans (those over 5,400 square feet) will be reviewed in a timely manner and no longer than two weeks after receipt of a complete set of plans.
  7. Contractor shall ensure that inspection results are made available no later than 5:00 p.m. of the next business day.
  8. Contractor shall work in conjunction with the County Fire Inspector and Fire Marshall in ensuring all buildings meet the minimum Code requirements, plan review, inspections and the issuing of certificates of occupancy or certificates of use.

9. Contractor shall perform inspections for which no permit fee is required, such as property maintenance inspections and enforcement of the Emergency Management Plan at the direction of the Town and forward reports to the appropriate person(s) with its findings. Upon request, Contractor shall also provide qualified personnel following a natural disaster to perform damage assessment on as needed and as available basis. The Town shall compensate Contractor for any activities and meetings relating to the duties herein where a permit fee is not generated as specified in "Exhibit A" at a rate agreed upon by the parties.
10. The Town shall collect all fees for services performed by Contractor pursuant to this Contract. As compensation for such services, the Town shall pay Contractor a sum equal to sixty percent (60%) of the permit and inspection fees for the first \$200,000 collected by the Town. For fees collected in excess of \$200,000, the Town shall pay Contractor a sum equal to fifty-five percent (55%) of the fees collected.
11. Contractor shall provide a statement for services rendered by the fifth day of the following month. The Town shall compensate Contractor by the 20th of the month following the period services were rendered.
12. Contractor certifies that it has not and is not placed on the convicted vendor list following conviction for a public entity crime, that Contractor has in place a drug free workplace policy, and that Contractor is an equal opportunity employer.
13.  The Town shall provide for Contractor office space, desks, desk chairs, file cabinets, local phone service and use of a photocopier, fax machine and computer with internet access for Contractor during the term of this Contract. Contractor shall be responsible for its long distance phone charges other than those related to Town business, office supplies and office equipment necessary for the performance of its responsibilities. The location and size of Contractor's office area shall be determined as mutually agreeable with the Town.
14. Any failure of a party to enforce the party's rights under any provision of this Contract shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.
15. Either the Town or Contractor may terminate this Contract with or without cause upon sixty (60) days' written notice to the other party of the intention to terminate. The Town of Juno Beach reserves the right to terminate this agreement with cause with ten (10) days' written notice to Contractor. Notices shall be served to the parties at the addresses specified above.
16. The initial term of this Contract shall be for a period of two years, and shall be automatically renewed for consecutive periods of one (1) year unless terminated by either party as set forth above.

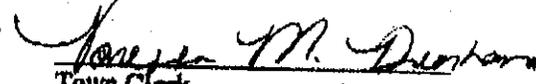
17. This Contract contains the entire understanding of the parties as to the matters contained herein, and it shall not be altered, amended or modified except by a written addendum executed by the duly authorized agents of both the Town and Contractor.
18. The effective date of this Contract shall be retroactive to October 1, 2008.
19. To the fullest extent permitted by applicable laws and regulations, Contractor shall indemnify, defend, save and hold harmless the Town, its officers, agents and employees, from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential, arising out of or in any way related to the services furnished by Contractor or its officers, agents, employees or independent contractors pursuant to this Contract, specifically including, but not limited to, those caused by or arising out of any act, commission, negligence or default of Contractor.
20. Contractor undertakes performance of the services contemplated by this Contract as an independent contractor and not as an agent or employee of the Town.
21. It is hereby understood and agreed that in the event any lawsuit in the judicial system is brought to enforce compliance with this Contract or interpret same, or if any administrative proceeding is brought for the same purpose, the non-prevailing party shall pay to the prevailing party reasonable attorney's fees and costs, including appellate attorney's fees and costs. Costs shall be paid even if not taxable by the court or administrative body.
22. This Contract shall be governed by the laws of the State of Florida and venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida.
23. This Contract shall replace and supersede any and all prior contracts or agreements relating to building inspection services between the Town and Contractor or any related entity.

Executed by the Town this 22nd day of October, 2008:

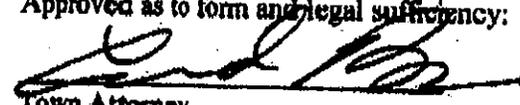
Town of Juno Beach, Florida

  
Mayor

ATTEST:

  
Town Clerk

Approved as to form and legal sufficiency:

  
Town Attorney

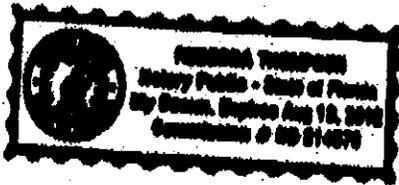
Executed by Contractor this 20th day of October, 2008:

M.T. Causley, Inc.

By: [Signature]  
Printed Name: Michael T. Causley  
Title: Inc.

State of Florida  
County of Miami Dade

The foregoing instrument was acknowledged before me this 20th day of October, 2008 by Michael T. Causley, on behalf of M.T. Causley, Inc. He is personally known to me or has produced \_\_\_\_\_ as identification.



[Signature]  
Notary Signature and Seal

**"EXHIBIT A"**

**Exhibit A**

**M.T. Causley, Inc.  
Proposed Rates for the Town of Juno Beach  
Building Department**

|                                                                                                                                                                                                                                                  |                                                                                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Plan Review, Inspection, Plans Re-Review and Re-Inspection Fees:</b><br>Value of each fee for plan review, inspection, plans re-review and re-inspection performed, exclusive of site review fee and construction code enforcement surcharge. | <b>Building Department Fees collected up to \$200,000 will be at a rate of 60%.</b><br><br><b>Building Department Fees collected greater than \$200,000 will be at a rate of 55%.</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**The following additional services are available upon request of the Town Manager**

|                                                                                                                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>&gt; In the event of a natural disaster, additional personnel are available to perform construction plan review and inspection services. The rate of the additional personnel shall be at the (reimbursable by FEMA).</b> |
| <b>&gt; Permit Clerk, Office Manager, File Clerk</b>                                                                                                                                                                         |
| <b>&gt; Fire plans review</b>                                                                                                                                                                                                |
| <b>&gt; Fire inspection</b>                                                                                                                                                                                                  |
| <b>&gt; Elevator plans review</b>                                                                                                                                                                                            |
| <b>&gt; Elevator inspection</b>                                                                                                                                                                                              |

- **After 5:00 pm and on Saturdays inspections will be made available upon request of and at the expense of the Owner or Contractor. Above percentage applies.**

**B: Building Plans Review and Inspector**  
**MEP: Mechanical, Electrical and/or Plumbing Plans Review and Inspector**  
**A/E: Architects or Engineers**