

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: January 22, 2025

Presenter's Name and Title: Nixon Lebrun, Director of Building, Planning, and Zoning

Prepared By: Tekisha Jordan, Assistant Director of Building, Planning, and Zoning

Temp. Reso. Number: R8329

Item Description: Temp. Resolution No. 8329, APPROVING THE FIRST ONE-YEAR RENEWAL OF THE BUILDING PERMITTING AND INSPECTION SERVICES AGREEMENT BETWEEN THE CITY OF MIRAMAR AND C.A.P. GOVERNMENT, INC., FROM FEBRUARY 21, 2025 TO FEBRUARY 20, 2026 (*Building, Planning, and Zoning Director, Nixon Lebrun & Procurement Director, Alicia Ayum*)

Consent Resolution Ordinance Quasi-Judicial Public Hearing

Instructions for the Office of the City Clerk: none

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____
(fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes No

REMARKS: Funds for contracted projects will be deposited into liability account No. 001-00-000-000-000-202800 – entitled “Building Permit Inspection Services”. Services will be provided on an as-needed basis and on a project-by-project basis and will be paid from this liability account for the renewal period.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8329**
 - **Exhibit A: First Renewal Agreement between the City and C.A.P. GOVERNMENT, INC.**
 - **Attachment 1: Original Executed Agreement between the City and C.A.P. GOVERNMENT, INC.**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor and City Commissioners
FROM: Dr. Roy L. Virgin, City Manager 
BY: Nixon Lebrun, AICP, Building, Planning, and Zoning Director
DATE: January 16, 2025
RE: Temp. Reso. No. 8329, Approving the first one-year renewal of the Building Permitting and Inspection Services Agreement between City of Miramar and C.A.P. Government, Inc.

RECOMMENDATION: The City Manager recommends approval of Temp. Resolution No. 8329, approving the first one-year renewal of the Building Permitting and Inspection Services Agreement between the City of Miramar (the “City”) and C.A.P. Government, Inc. (“CAP”), to be used on an as-needed basis, (the “Agreement”) as further described in Attachment 1.

ISSUE: Pursuant to Section 2-412(c) of the City Code, when a contract is entered into by the City pursuant to City Commission approval and provides for one or more automatic renewals, only the City Commission is authorized to approve such renewals. Furthermore, pursuant to Section 2-412(a)(1) of the City Code, City Commission approval is required for all expenditures exceeding \$75,000 with the same vendor from a single Department within a fiscal year.

BACKGROUND: The City currently utilizes the services of CAP to provide, on an as-needed basis and on a project-by-project basis, comprehensive personnel services to the Building, Planning and Zoning Department (the “Department”) to administer and enforce the Florida Building Code (“FBC”). CAP’s responsibilities include, but are not limited to, the review of plans and the performance of inspections in compliance with all authorities having jurisdiction over building activities. On February 7, 2024, the City Commission adopted Resolution No, 24-68, approving, and authorizing the execution of a one-year Agreement with CAP for Building Permitting and Inspection Services, per the scope of services of RFP No. 23-08-49. The initial term of the Agreement was for one year, with an option to renew for two additional one-year periods. The initial term of the Agreement will expire on February 20, 2025.

DISCUSSION: To ensure the timely turnaround of building permits and inspections, the City will supplement Department staff with building inspectors and plan reviewers from CAP. Through this Agreement, CAP will provide, on an as-needed basis and on a project-by-project basis, comprehensive personnel services to the Department to administer and enforce the FBC. Payment for services will be based on a 75/25 project percentage split of revenue derived from building permit fees and is anticipated to exceed \$75,000 for this fiscal year.

ANALYSIS: Funds for the contracted projects will be deposited into liability account No. 001-00-000-000-000-202800 – entitled “Building Permit Inspection Services”. Services provided on an as needed and project-by-project basis will be paid from this liability account for the renewal period.

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**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE FIRST ONE-YEAR RENEWAL OF THE BUILDING PERMITTING AND INSPECTION SERVICES AGREEMENT BETWEEN CITY OF MIRAMAR AND C.A.P. GOVERNMENT, INC. FROM FEBRUARY 21, 2025, TO FEBRUARY 20, 2026; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 7, 2024, the City Commission adopted Resolution No. 24-68, approving the award of the Building Permitting and Inspection Services Agreement between the City of Miramar and C.A.P. Government, Inc. for a period of one year, with an option of two one-year renewals (the “Agreement”); and

WHEREAS, the initial term of the Agreement was effective on February 21, 2024, and will expire on February 20, 2025; and

WHEREAS, the City wishes to exercise the option to renew the Agreement for the first one-year renewal term from February 21, 2025 to February 20, 2026; and

WHEREAS, pursuant to Section 2-412(c) of the City Code, when a contract is entered into by the City pursuant to City Commission approval and provides for one or more automatic renewals, only the City Commission is authorized to approve such renewals; and

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WHEREAS, pursuant to Section 2-412(a)(1) of the City Code, City Commission approval is required for all expenditures exceeding \$75,000 with the same vendor from a single Department within a fiscal year; and

WHEREAS, Commission approval of this item will ensure the City's ability to continue to efficiently provide building permitting and inspection services to the community; and

WHEREAS, the City Manager recommends that the City Commission approve the first one-year renewal of the Agreement from February 21, 2025, to February 20, 2026; and

WHEREAS, the City Commission deems it to be in the best interest of the residents of the City of Miramar to approve the first one-year renewal of the Agreement.

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**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission of the City of Miramar hereby approves the first one-year renewal of the of the Building Permitting and Inspection Services Agreement between City of Miramar and C.A.P. Government, Inc., to provide building permitting and inspection services on an as-needed basis, from February 21, 2025, to February 20, 2026. The City Commission further authorizes the City Manager to execute the renewal of the Agreement attached hereto as Exhibit “A,” together with such non-substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: Administrative Correction of Scrivener’s Errors. That the City Attorney is hereby authorized to correct scrivener’s errors found in this Resolution by filing a corrected copy with the City Clerk.

Section 4: That the appropriate City Officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5: This Resolution becomes effective upon adoption.

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PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Mayor Wayne M. Messam	_____

Reso. No. _____



**FIRST RENEWAL AGREEMENT
FOR
BUILDING PERMITTING & INSPECTION SERVICES**

This Agreement (the "First Renewal Agreement") is entered into between the City of Miramar (hereinafter "City") and C.A.P. Government, Inc (hereinafter "Provider").

RECITALS:

WHEREAS, on February 21, 2024 the City entered into an Agreement with the Provider for Building Permitting and Inspection Services on an as-needed basis (the "Original Agreement"), for an initial term of one year with the option to renew for two additional one-year terms; and

WHEREAS, the initial one-year term of the Original Agreement expires on February 20, 2025; and

WHEREAS, the City wishes to exercise the option to renew the Original Agreement with the Provider for the first one-year renewal period from February 21, 2025 through to February 20, 2026.

NOW, THEREFORE, the parties, in consideration of the mutual promises and covenants contained in this Renewal Agreement and in the Original Agreement, agree as follows:

1. The foregoing Recitals are true and correct and are incorporated and made a part of this First Renewal Agreement.

2. The Original Agreement shall be renewed for the first one-year renewal period commencing on February 21, 2025 and expiring on February 20, 2026.

3. All covenants, terms, and conditions contained in the Original Agreement and this first Renewal Agreement shall remain in full force and effect through the renewal term.

IN WITNESS WHEREOF, the parties hereto have caused this First Renewal Agreement to be executed by their respective officials, duly authorized to execute same, on the dates indicated below.

[Remainder of page intentionally left blank]

THE CITY OF MIRAMAR

ATTEST:

Denise Gibbs, City Clerk

By: _____
Dr. Roy L. Virgin, City Manager
Dated: _____

Approved as to legal form and sufficiency
for the use of and reliance by the City of
Miramar only:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

PROVIDER

By: _____

Print Name: _____

Title: _____

Date: _____

AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND
C.A.P. GOVERNMENT, INC.
for
BUILDING PERMITTING & INSPECTION SERVICES

This Agreement is entered into by and between the City of Miramar, Florida, a Florida municipal corporation (hereinafter referred to as the "City"), and C.A.P. Government, Inc., a Florida corporation with principal business address located at 100 SE 12 Street, Fort Lauderdale, FL 33316 (hereinafter referred to as "Service Provider").

WHEREAS, on September 5, 2023, the City issued Request for Proposals No. 23-08-49 (the "RFP") to provide Professional Building Permitting and Inspection Services for the City of Miramar (the "Services"); and

WHEREAS, an Evaluation Committee comprised of City Staff met to evaluate the proposals according to the criteria set forth in the RFP, and

WHEREAS, the Service Provider was determined to be the highest scoring, responsive, responsible Proposer whose proposal was most advantageous to the City.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, the City and Service Provider agree as follows:

SECTION 1
RECITALS

The above recitals are true and correct and are incorporated and made a part of this Agreement.

SECTION 2
SCOPE OF SERVICES

Service Provider agrees to provide Services in accordance with the Scope of Services, terms, conditions, and requirements set forth and described in the RFP (attached hereto as Exhibit "A"), the Service Provider's Proposal submitted in response thereto as accepted by the City, and any subsequently negotiated changes to same, which documents, or agreements are incorporated by reference herein. In the case of any conflict between the General Terms and Conditions, the Special Conditions, the

Specifications or Scope of Services, this Agreement, or any amendment/addendum issued, the order of precedence shall be: the last addendum issued; the Specifications or Scope of Services; the Special Conditions; the General Terms and Conditions, and then this Agreement.

2.2 Service Provider represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each.

SECTION 3 **COMPENSATION**

3.1 City agrees to pay Service Provider a fee for the Services as outlined in Section 3-3 of the RFP: Scope of Services, and the Proposer's Price Proposal (attached hereto as "Exhibit B") and any negotiated changes agreed upon.

3.2 Service Provider shall submit periodic invoices for the Services provided to:

City of Miramar
ATTN: Accounts Payable
2300 Civic Center Place
Miramar, FL 33025

The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within 30 days after receipt of Service Provider's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

3.3 Services shall be provided to the City in strict accordance with the Scope of Services set forth and described in the RFP. If the Services provided by Service Provider do not meet the applicable Scope of Services, Service Provider will not receive payment for such nonconforming Services and shall pay the City all fees and/or costs associated with obtaining satisfactory Services.

SECTION 4
TERM OF AGREEMENT

- 4.1 The term of this Agreement shall commence upon the date this contract is executed by both parties and shall remain in effect for a period of one year, with the option to renew for two additional one-year periods, unless otherwise terminated by the City as provided in Section 5: Termination of Agreement.
- 4.2 In addition to any renewals, the City Manager or his/her designee is authorized to extend the contract, for operational purposes only, for a maximum of 180 days. Any further extensions of such Contract require the approval of the City Commission.

SECTION 5
TERMINATION OF AGREEMENT

- 5.1 **Termination for convenience.** The City may terminate this Agreement for convenience by giving Service Provider 30 calendar day's written notice. In the event of such termination, Service Provider shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the City, up through the date of termination. Under no circumstances shall the City make payment for Services nor shall Service Provider invoice the City for Services not yet provided.
- 5.2 **Termination for cause.** This Agreement may be terminated by either party upon five calendar day's written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Service Provider abandons this Agreement or causes it to be terminated by the City, Service Provider shall indemnify the City against losses pertaining to this termination. In the event that Contract is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 5.1 of this Agreement, and the provisions of Section 5.1 shall apply.
- 5.3 **Survival.** The termination of this Agreement under Section 5.1 or 5.2 shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

SECTION 6
INDEPENDENT CONTRACTOR

Service Provider is an independent contractor under this Agreement. Services provided by Service Provider shall be provided by employees of Service Provider subject to supervision by Service Provider, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Service Provider. Service Provider shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 7
INDEMNIFICATION

- 7.1 Service Provider shall indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom arising out of any errors, omissions, misconduct or negligent acts of Service Provider, its respective officials, agents, employees or Subcontractors in the Service Provider's performance of Services pursuant to this Agreement.
- 7.2 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 8
INSURANCE

8.1 **INSURANCE** - For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Service Provider shall maintain commercial general, automobile (where applicable), workers compensation and professional liability insurance in an amount acceptable to the City's Risk Manager. Evidence of required insurance coverage must be acceptable to and approved by the Risk Management Division of the City. A certificate of insurance must be provided with the City of Miramar, Risk Management Division, 2300 Civic Center Place, Miramar, Florida 33025 listed as the certificate holder. If selected, a full copy of this insurance policy must be provided.

8.2 **Minimum Limits of Insurance** - Service Providers shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence, property damage and medical expense \$10,000, personal injury and advertising injury liability \$1,000,000; products and completed operations policy aggregate \$2,000,000 and general aggregate \$2,000,000.
2. Commercial Automobile Liability - \$1,000,000 combined single limit, covering any automobile including hired, non-owned or leased vehicles for bodily injury, property damage and personal injury.
3. Professional Liability (Errors and Omissions) Insurance: with limits of liability of \$2,000,000 per occurrence.
4. Workers' Compensation: Part A - Statutory; Part B - Employers Liability with limits of \$1,000,000 for bodily injury caused by an accident, \$1,000,000 for bodily injury caused by disease per employee/policy limit.

5. Network Security and Privacy Injury (Cyber Liability) - \$2,000,000 / claim and aggregate
6. Umbrella Liability - \$2,000,000 / claim and general aggregate. Coverage should be excess Follow Form over all applicable liability policies contained herein, with City of Miramar listed as additional insured.

8.3 Required Insurance Endorsements - The City requires the following insurance endorsements:

1. **ADDITIONAL INSURED** - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Service Provider.
2. **WAIVERS OF SUBROGATION** - Service Provider agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:
 - a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Service Provider or the Service Provider's employees, agents or Subcontractors; and
 - b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Service Provider.

This waiver shall apply to all first-party property, equipment, vehicle and workers compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Service Provider agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Service Provider further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Service Provider's failure to obtain such waivers of subrogation from Service Provider's insurers.

This Agreement shall not be deemed approved until the Service Provider has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in all of Service Provider's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

8.4 ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Service Provider's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Service Provider shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

8.5 All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the City by certified mail.

SECTION 9
NOTICE

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR SERVICE PROVIDER:

Carlos A. Penin, PE
C.A.P. Government, Inc.
100 SE 12 Street
Fort Lauderdale, FL 33316
Telephone: (305) 448-1711

FOR CITY:

Dr. Roy Virgin, City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115

With A Copy to:

Austin Pamies Norris Weeks Powell, PLLC
401 NW 7th Avenue
Fort Lauderdale, FL 33311
Tel: 954-768-9770
Fax: 954-768-9790

SECTION 10
PUBLIC RECORDS

A. Public Records: SERVICE PROVIDER shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of SERVICE PROVIDER shall be delivered by SERVICE PROVIDER to CITY, at no cost to CITY, within seven days. All records stored electronically by SERVICE PROVIDER shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, SERVICE PROVIDER shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. SERVICE PROVIDER'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

B. 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. Any compensation due to SERVICE PROVIDER shall be withheld until all documents are received as provided herein.

SECTION 11
SCRUTINIZED COMPANY

- A. Service Provider certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Service Provider or its subcontractors are found to have submitted a false certification; or if the Service Provider, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Service Provider certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Service Provider , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Service Provider, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The Service Provider agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 12
E-VERIFY

In accordance with Florida Statutes §448.095, the Service Provider, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Service Provider will not hire any employee who has not been vetted through E-Verify. The Service Provider may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

SECTION 13
MISCELLANEOUS

13.1 Service Provider shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

13.2 Precautions shall be exercised at all times for the protection of persons and property. Service Provider and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by Service Provider responsible for the same.

13.3 Service Provider understands and agrees that any information, document, report or any other material whatsoever which is given to Service Provider by the City, or which is otherwise obtained or prepared by Service Provider pursuant to or under the terms of this Agreement, is and shall at all times remain the property of the City. Service Provider agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

13.4 Service Provider represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right, at its discretion, to terminate the Agreement without liability, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.5 Service Provider understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Service Provider agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

SECTION 14
AUDIT AND INSPECTION RIGHTS

14.1 The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by Service Provider under this Agreement, audit, or cause to be audited, those books and records of Service Provider which are related to Service Provider's performance under this Agreement. Service Provider agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

- 14.2 The City may, at reasonable times during the term hereof, perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Service Provider under this Agreement conform to the terms of this Agreement. Service Provider shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.
- 14.3 Should an independent review of the methodology used to complete the study reveal inadequate methodologies to have been used which are not consistent with current legal renderings, the selected Proposer agrees to make necessary modifications and conduct any subsequent work necessary to achieve study adequacy and appropriateness at no additional cost to the City.

SECTION 15
AGREEMENT, AMENDMENTS AND ASSIGNMENT

15.1 This Agreement constitutes the entire agreement between Service Provider and the City, and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth or incorporated into this Agreement are of no force and effect.

15.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.

15.3 Service Provider shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 16
NON-DISCRIMINATION

Service Provider represents and warrants to the City that Service Provider does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Service Provider's performance under this Agreement on account of sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis or any other factor which cannot be lawfully used as a basis for delivery of Services. Service Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

SECTION 17
GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

SECTION 18
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 19
SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

SECTION 20
SURVIVAL

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

SECTION 21
ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and Service Provider and supersedes all prior negotiations, representations or agreements, either written or oral.

SECTION 22
JOINT PREPARATION

Service Provider and the City 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 a joint effort of the parties, the language has been agreed to by parties to express 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.


SECTION 23
COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by the Service Provider, by and through its Professional Eng. attested to and duly authorized to execute same.

FOR CITY

ATTEST:



Denise A. Gibbs, City Clerk


CITY OF MIRAMAR

By: 

Dr. Roy Virgin, City Manager

This 21 day of Feb, 2024

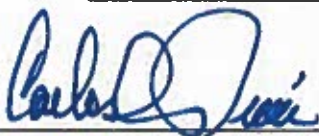
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
USE OF AND RELIANCE BY
THE CITY OF MIRAMAR ONLY:



City Attorney
Austin Pamies Norris Weeks Powell, PLLC

(continued on next page)

FOR C.A.P. GOVERNMENT, INC.

By: 

Print Name: Carlos A. Penin, PE

Date: 01/11/2024