

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

**Meeting Date:** July 10, 2024

**Presenter's Name and Title:** Shakera Bucknor Ingram, Deputy Chief of Police

**Prepared By:** Dr. Angela L. Mumford, Planning and Research Manager

**Temp. Reso. Number:** 8148

**Item Description:** Temp. Reso. #8148 APPROVING THE AWARD OF IFB NO. 24-022 FOR POLICE UNIFORMS AND ASSOCIATED SERVICES TO LOU'S POLICE DISTRIBUTORS, INC., IN AN ANNUAL AMOUNT OF \$134,000, AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE. (Shakera Bucknor Ingram, Deputy Chief of Police).

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:** Funding in the amount of \$134,000 is included in the following "Uniform Cost" GL Accounts for FY25: \$115,000 in account no. 001-20-201-521-000-605240; \$11,000 in account no. 001-20-208-529-000-605240; and \$8,00 in account no. 001-20-203-524-000-605240.

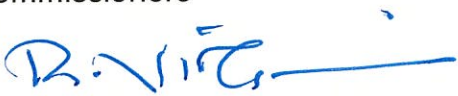
**Contents:**

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8148**
  - **Exhibit A: Lou's Agreement**



**CITY OF MIRAMAR  
INTEROFFICE MEMORANDUM**

**TO:** Mayor, Vice Mayor, & City Commissioners

**FROM:** Dr. Roy Virgin, City Manager 

**BY:** Delrish Moss, Chief of Police

**DATE:** July 3, 2024

**RE:** Temp. Reso. No. 8148, approving the award of IFB No. 24-022 for Police Uniforms and Associated Services to Lou's Police Distributors, Inc.

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**RECOMMENDATION:** The City Manager recommends approval of Temp. Reso. No. 8148, approving the award of IFB No. 24-022 for Police Uniforms and Associated Services to Lou's Police Distributors, Inc. in an annual amount of \$134,000.

**ISSUE:** In accordance with Section 2-412(a)(1) of the City Code, approval of the City Commission is required for the purchase or contract for goods or services in excess of \$75,000 from the same vendor in a single fiscal year.

**BACKGROUND:** On May 15, 2024, the City issued an Invitation for Bids No. 24-022 on Demandstar to seek offers from qualified vendors for providing Police Uniforms and Associated Services. The solicitation closed on June 6, 2024, with one (1) response received from Lou's Police Distributors, Inc. After reviewing the response, City Staff confirmed that the Bidder is responsive and reliable. The City wishes to contract with Lou's Police Distributors, Inc., for these services for a term of three years, with the possibility of extending for two additional one-year terms.

**DISCUSSION:** The Miramar Police Department is responsible for supplying uniforms for its police officers. The department currently has agreements with Lou's Police Distributors Inc., Global Trading Inc., and Municipal Emergency Services, Inc. to provide these services. These agreements were signed in 2019 and will expire in September and October of 2024 with no renewals.

**ANALYSIS** Funding in the amount of \$134,000 is included in the following "Uniform Cost" GL Accounts for FY25: \$115,000 in account no. 001-20-201-521-000-605240; \$11,000 in account no. 001-20-208-529-000-605240; and \$8,00 in account no. 001-20-203-524-000-605240.

Temp. Reso. No. 8148  
6/17/24  
7/3/24

**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF IFB NO. 24-022 FOR POLICE UNIFORMS AND ASSOCIATED SERVICES TO LOU'S POLICE DISTRIBUTORS, INC. IN AN ANNUAL AMOUNT OF \$134,000; AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miramar's Police Department is responsible for providing uniforms for its police officers; and

**WHEREAS**, the Police Department currently purchases Police Uniforms and Associated Services such as measurements, fittings, alterations, sewing and embroidering from Lou's Police Distributor's ("Lou's"), Global Trading, Inc., and Municipal Emergency Services, Inc. ("MES") through competitive agreements that were awarded from Information for Bids ("IFB") No. 19-006; and

**WHEREAS**, the current agreements will expire on September 22, October 7 and October 15, 2024, respectively; and

**WHEREAS**, on May 15, 2024, the City advertised Invitation for Bids No. 24-022 on Demandstar to solicit bids from qualified vendors to provide Police Uniforms and Associated Services; and

Reso. No. \_\_\_\_\_

Temp. Reso. No. 8148

6/17/24

7/3/24

**WHEREAS**, on June 6, 2024, the City received one (1) response from Lou's Police Distributors, Inc; and

**WHEREAS**, City staff has reviewed the response received and has deemed Lou's Police Distributors, Inc., to be a responsive, responsible bidder whose bid meets the requirements of the IFB; and

**WHEREAS**, the City Manager recommends that the City Commission approves the award of the award of IFB No. 24-022 for Police Uniforms and Associated Services to Lou's Police Distributors, Inc., in an annual amount of \$134,000; and

**WHEREAS**, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the award of the award of IFB No. 24-022 for Police Uniforms and Associated Services to Lou's Police Distributors, Inc., in an annual amount of \$134,000, and authorizes the City Manager to execute an agreement in substantial conformity to the agreement attached hereto as Exhibit "A."

**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 it approves the award of the award of IFB No. 24-022 for Police Uniforms and Associated Services to Lou's Police Distributors, Inc., in an annual amount of \$134,000.

Reso. No. \_\_\_\_\_

Temp. Reso. No. 8148  
6/17/24  
7/3/24

**Section 3:** That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Mayor, Wayne M. Messam

\_\_\_\_\_  
Vice Mayor, Alexandra P. Davis

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

**Requested by Administration**

Commissioner Winston F. Barnes  
Commissioner Maxwell B. Chambers  
Commissioner Yvette Colbourne  
Vice Mayor Alexandra P. Davis  
Mayor Wayne M. Messam

**Voted**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reso. No. \_\_\_\_\_

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF MIRAMAR**  
**AND**  
**LOU'S POLICE DISTRIBUTORS, INC.**  
**FOR**  
**POLICE UNIFORMS AND ASSOCIATED SERVICES**

This Agreement (or "Contract") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Miramar, Florida, a Florida municipal corporation, hereinafter referred to as "City",

AND

Lou's Police Distributors, Inc., a Florida corporation with its principal business address located at 7815 W 4th Ave, Hialeah, FL 33014, hereinafter referred to as "Provider".

**WHEREAS**, on May 15, 2024 the City issued Invitation for Bids No. 24-022 ("IFB") for POLICE AND UNIFORM ASSOCIATED SERVICES; and

**WHEREAS**, the Provider was determined to be the lowest responsive, responsible Bidder and whose Bid was most advantageous to the City for Service; and

**WHEREAS**, on \_\_\_\_\_, 2024, the City Commission approved the award of the IFB to Provider and authorized the execution of the appropriate Agreement between the City and the Provider for provision of services, for an initial term of three years with the option to renew for two additional one-year terms.

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

## **SECTION 1**

### **SCOPE OF SERVICES**

Provider agrees to provide the following Services to the City (the “Services”) during the Term of this Agreement:

This Agreement is subject to and Provider shall provide Goods and Services in accordance with the terms, conditions and requirements of City of Miramar Invitation for Bids No. 24-022 (“IFB”), the Provider’s Bid, 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 provisions of this Contract, the Bid and the Bid Response, the conflict shall be resolved in the following order of priority: terms of this Contract; terms of the Bid; terms of the Bid Response.

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; and (iv) the Services will be performed in accordance with the terms, conditions and requirements of City of Miramar Invitation for Bids No. 24-022(“IFB”), the Provider's Bid, as accepted by the City.

#### **Estimates/Quotations:**

All requests for related Services estimates/quotations not covered under this Agreement shall be submitted in writing prior to any Work being undertaken or approved. The estimate must include a detailed list of the Work to be completed, listed item by item, and location where Work is to be performed. Estimates/quotations are to be submitted electronically, if desired, to the City to secure purchase order approval prior to the Work being performed, and such Work shall not exceed 15% of the annual Contract for Services.

#### **Purchase Orders:**

1. The Provider shall not perform or begin any Work without prior written authorization from the City, as well as an approved purchase order authorizing Services.
2. Failure of the Provider to adhere to the City’s purchasing protocol – working without having an official City purchase order for the Work, shall constitute a default and authorization for payment shall be denied.

## **SECTION 2**

### **COMPENSATION**

The Provider shall submit periodic invoices for the Goods and Services provided to the 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 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.

## **SECTION 3**

### **TERM OF AGREEMENT**

The term of this Agreement shall commence upon the date this Contract is executed by both parties and shall be for a term of three (3) years, with the City having the option to renew the Agreement, on an annual basis, for up to two (2) additional one (1) year renewal terms, unless terminated earlier pursuant to Section 4 of this Agreement. The Chief Procurement Officer may authorize up to a 90-day extension of this Contract in accordance with its terms and conditions, and the City Manager or designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days.

## **SECTION 4**

### **TERMINATION OF AGREEMENT**

City may terminate this Agreement for convenience by giving the Provider 30 calendar days written notice. City may terminate this Agreement for cause by giving the Provider five (5) calendar days written notice upon the failure of Provider to cure any default after being provided with notice of that default and a demand for cure within ten (10) calendar days. The termination of this Agreement 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 5**

### **INDEPENDENT CONTRACTOR**

Provider is an independent contractor under this Agreement. Services provided by Provider shall be by employees of Provider and subject to supervision by Provider, and not as officers, employees or agents of 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 Provider. Provider shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

## **SECTION 6**

### **INDEMNIFICATION / HOLD HARMLESS CLAUSE**

Provider shall indemnify, defend and hold harmless City, its 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 Provider, its respective officials, agents, employees or subcontractors in the Provider's performance of Services pursuant to this Agreement.

## **SECTION 7**

### **NON-APPROPRIATION OF FUNDS**

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Provider of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

## **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, Provider shall maintain commercial general, automobile (where applicable), workers compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.

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

#### **Forms**

Workers' Compensation  
Automobile Liability  
Commercial General Liability,  
including Contractual Liability and  
Products and Completed Operations Coverage

#### **Limits**

Statutory  
\$300,000 Combined Single Limit  
\$300,000 Combined Single Limit

**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 Provider.
2. **WAIVERS OF SUBROGATION** - 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 Provider or the 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 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 Provider agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Provider further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Provider's failure to obtain such waivers of subrogation from Provider's insurers.

This Agreement shall not be deemed approved until the 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 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 Provider's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The 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**

### **MISCELLANEOUS**

9.1 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.

9.2 Precautions shall be exercised at all times for the protection of persons and property. The 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 the Provider responsible for the same.

## **SECTION 10**

### **AUDIT AND INSPECTION RIGHTS**

10.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Provider under this Agreement, audit, or cause to be audited, those books and records of Provider which are related to Provider's performance under this Agreement. Provider agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

10.2 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 Provider under this Agreement conform to the terms of this Agreement. Provider shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

## **SECTION 11**

### **AMENDMENTS AND ASSIGNMENT**

11.1 This Agreement constitutes the entire agreement between Provider and 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 in this Agreement are of no force and effect.

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

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

**SECTION 12**  
**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 13**  
**NOTICES**

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 as 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:

FOR PROVIDER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR CITY:

Dr. Roy L. Virgin  
City Manager  
City of Miramar  
2300 Civic Center Place  
Miramar, Florida 33025  
Telephone: (954) 602-3117

With A Copy to:

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

**SECTION 14**  
**NON-DISCRIMINATION**

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

**SECTION 15**  
**PUBLIC RECORDS**

- A. Public Records: PROVIDER shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records in the Provider's possession or control in connection with the Provider's performance under this Agreement 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 PROVIDER shall be delivered by PROVIDER to CITY, at no cost to CITY, within seven days. All records stored electronically by 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, PROVIDER shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. 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 PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, [dagibbs@miramarfl.gov](mailto:dagibbs@miramarfl.gov) OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**

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 PROVIDER shall be withheld until all documents are received as provided herein.

#### **SECTION 16** **SCRUTINIZED COMPANIES**

- A. 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 Provider or its subcontractors are found to have submitted a false certification; or if the 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 (\$1,000,000), the 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 Provider, its affiliates, or its subcontractors are found to have submitted a false certification; or if the 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 Provider agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

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 17** **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 17** **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 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 18** **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 19** **SURVIVAL**

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

**SECTION 20**  
**ENTIRE AGREEMENT**

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

**SECTION 21**  
**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 a joint effort of the parties, the language has been agreed to by the 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.

**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 Provider, by and through its \_\_\_\_\_, attested to and duly authorized to execute same.

**CITY**

ATTEST:

CITY OF MIRAMAR

\_\_\_\_\_  
Denise A. Gibbs, City Clerk

By: \_\_\_\_\_  
Dr. Roy L. Virgin, City Manager

This \_\_\_\_ day of \_\_\_\_\_, 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



**PROVIDER**

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_