

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

Meeting Date: June 2, 2021

Presenter's Name and Title: Camasha Cevieux, Director, on behalf of the Cultural Affairs Department

Prepared By: Camasha Cevieux, Director, Cultural Affairs

Temp. Reso. Number: 7419

Item Description: Temp. Reso. No. 7419, APPROVING THE PURCHASE OF TECHNICAL STAGE PERSONNEL SERVICES WITH AV TECHNICIANS, INC., IN AN AMOUNT NOT TO EXCEED \$111,000, TO CONTINUE WITH CONTRACTED TECHNICAL STAGE PERSONNEL SERVICES AT THE MIRAMAR CULTURAL CENTER *(Cultural Affairs Director Camasha Cevieux)*

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 is available in Theater Production Account No. 001-68-685-573-000-603190 (Professional Services-Other). Total funding in the line item is allocated at \$111,000.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 7419**
- **Attachment(s)**
 - **Exhibit A: Continuing Services Agreement for Contracted Technical Stage Personnel with AVT, Inc.**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: *ve* Vernon E. Hargray, City Manager *VEH*

BY: Camasha Cevieux, Director, Cultural Affairs

DATE: May 27, 2021

RE: Temp. Reso. No. 7419, approving the purchase of technical stage personnel services with AV Technicians, Inc.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 7419, approving the purchase of technical stage personnel services with AV Technicians, Inc. ("AVT Inc.") in an amount not to exceed of \$111,000. to continue supplying technical stage personnel services at the Miramar Cultural Center ("MCC").

ISSUE: Section 2-412 (a)(1) of the City Code requires that the purchase of all commodities or services made by a single department from a single vendor, in excess of \$75,000 in a fiscal year, be formally approved by the City Commission.

BACKGROUND: The Cultural Affairs Department competitively solicited proposals and as a result entered into a Continuing Services Agreement with AVT Inc. for Contractual Technical Stage Personnel for MCC. The Cultural Affairs Department negotiated consumer rates with AVT, Inc. and they have successfully serviced the facility and clients with their resources to date. COVID-19's impact on the facility provided for an unusual operational year, and thus, the FY2021 service levels were uncertain under the current consumer climate. These circumstances allowed the Department to pace the use of services with AVT, Inc. until recently. City Commission approval of this item provides the City with the ability to continue funding these critical facility services and respond seamlessly to increases in demand for such services.

DISCUSSION: The Cultural Affairs Department requires the use of production services inclusive of technical staff to operate MCC as a state-of-the-art facility. These services are required both in the Theater and Banquet Hall amenities of the facility. Production Services are utilized for programming and rentals. As of July 1st, 2021, the Department

will meet or exceed the City Manager's threshold of \$75,000 to offer these services. In anticipation of exceeding the threshold, the Department is seeking authorization to increase the contractual funding allowance to \$111,000 to continue receiving services from AVT, Inc. at the current rates.

ANALYSIS: The Department of Cultural Affairs has budgeted for Production Services related to contracting technical service personnel in FY2021. These resources are available in Theater Production 001-68-685-573-000-603190 (Professional Services-Other). The total allocated amount in this line item is \$111,000.

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5/26/21

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE PURCHASE OF TECHNICAL STAGE PERSONNEL SERVICES WITH AV TECHNICIANS, INC., IN AN AMOUNT NOT TO EXCEED \$111,000, TO CONTINUE WITH CONTRACTED TECHNICAL STAGE PERSONNEL SERVICES AT THE MIRAMAR CULTURAL CENTER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Cultural Affairs Department requires the use of production services inclusive of technical staff to operate the Miramar Cultural Center ("MCC") as a state-of-the-art facility; and

WHEREAS, these services are required both for the Theater and Banquet Hall amenities of the facility for programming and rentals; and

WHEREAS, the Cultural Affairs Department competitively solicited proposals and entered into a Continuing Services Agreement for Contractual Technical Stage Personnel for MCC; and

WHEREAS, Audio Visual Technicians, Inc. ("AVT, Inc.") matched the desirable services required and the Cultural Affairs Department negotiated consumer rates with AVT, Inc., which has successfully serviced the facility and clients with their resources to date; and

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WHEREAS, COVID-19's impact on the facility provided for an unusual operational year, and thus, the FY2021 service levels were uncertain under the current consumer climate; and

WHEREAS, as of July 1st, 2021, the Department will meet or exceed the City Manager's threshold of \$75,000 to offer these services, and in anticipation of such, the Department is seeking authorization to increase the contractual funding allowance to \$111,000 to continue receiving services from AVT, Inc. at the current consumer rate scale; and

WHEREAS, approval of this item provides the City with the ability to continue funding these critical facility services and respond seamlessly to increases in demand for such services; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to authorize an increase to the contractual funding allowance for AVT, Inc. to a not to exceed amount of \$111,000, in an effort to continue supplying technical stage personnel services at the MCC at current consumer rates.

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.

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Section 2: That the City Commission approves and authorizes the City Manager to increase the contractual funding allowance with AVT Inc., to a not to exceed amount of \$111,000, for services provided under the Continuing Services Agreement for Contracted Technical Stage Personnel, attached hereto as Exhibit "A".

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

Section 4: That this Resolution shall take effect immediately upon adoption.

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5/11/21
5/26/21

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

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
Vice Mayor Yvette Colbourne
Commissioner Alexandra P. Davis
Mayor Wayne M. Messam

Voted

Reso. No. _____



CONTINUING SERVICES A G R E E M E N T
For
CONTRACTED TECHNICAL STAGE PERSONNEL
Between
CITY OF MIRAMAR
And
AV Technician, Inc.

THIS AGREEMENT, is made effective on the last date of execution herein, between the CITY OF MIRAMAR, FLORIDA, a Florida municipal corporation (the "CITY") whose place of business is 2300 Civic Center Place, Miramar, Florida 33025, and AV Technician Inc, a Florida corporation, authorized to conduct business in the State of Florida (the "Contractor"), whose principal place of business is 7410 SW 147 Court, Miami, FL 33193.

WHEREAS, the City advertised RFQ No. 20-08-29, Pool of Contracted Technical Stage Personnel, to establish a library of Proposers for providing qualified Technical Stage Personnel for the City on an as needed basis; and

WHEREAS, pursuant to the evaluation, scoring and ranking procedures set forth in the RFQ, Contractor was determined to be a qualified firm for services; and

WHEREAS, the Contractor is willing and able to perform the services for the City as set forth in the RFQ on an as needed basis, under the basic terms and conditions set forth in this Agreement (the "Agreement" or "Continuing Services Agreement"); and

WHEREAS, the purpose of this Continuing Services Agreement is not to authorize any specific services, but to set forth certain terms and conditions which shall apply when and if Contractor is chosen from the "library"; and

WHEREAS, City intends and the Contractor acknowledges that any future services pursuant to this Agreement shall be non-exclusive and performed on an as needed basis and at the sole discretion of City, with no guaranty as to any minimum amount of work to be performed by Contractor.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the City and Consultant 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. SPECIFIC PROJECTS, SCOPE OF SERVICES,

2.1 The Contractor agrees to provide professional services to the City for specific projects as authorized from time to time by the City, in the City's sole discretion. The City reserves the right to select one or more firms to perform the services for the projects. This Agreement provides no guaranty of any minimum amount of work to Contractor.

2.2 When the need for services for a specific project occurs, the City may, in its sole discretion, communicate with the Contractor regarding its availability to provide services for that specific project under the terms and conditions of this Agreement. If Contractor is available and willing, the City shall initiate said negotiations by providing a "Scope of Services Request," requesting from the Contractor a proposal to provide professional services for the Specific Project. The Contractor shall prepare a proposal that includes a lump sum fee and a manpower-task breakdown. If all parties agree then the City shall provide Contractor with written authorization to proceed, Contractor shall complete the requested services in a diligent, expeditious and professional manner.

2.3 The City's RFQ is incorporated by reference herein, and this Agreement shall be subject to the provisions thereof. However, in the case of any inconsistency between that solicitation and this Agreement, this Agreement shall prevail.

2.4 Contractor 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

The City shall compensate Contractor in accordance with the cost sheet in Exhibit "A." Contractor shall submit invoices for the Goods and 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 Contractor'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.

3.2 Contractor shall not perform or begin any Work under this Agreement without prior written authorization from the City's Cultural Affairs Department, as well as an approved purchase order authorizing Services. The failure of Contractor to obtain a purchase order for Work required under this Agreement constitutes a failure to adhere to the terms of this Agreement, and authorization for payment for such unauthorized Work shall be denied.

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

3.4 All requests estimates/quotations for Services 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 the 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.

SECTION 4. TERM AND TERMINATION

4.1 The term of this Agreement shall be for a period of three years, commencing on the last date of execution herein, unless terminated earlier pursuant to Section 4 of this Agreement. The Chief Procurement Officer may authorize up to a 90 day extension of this Agreement in accordance with its terms and conditions, and the City Manager or his/her designee is authorized to extend this Agreement, for operational purposes only, for an additional 90 days, for a maximum of 180 days.

4.2 TERMINATION – For Convenience - This Agreement may be terminated by the City for convenience upon 30 calendar days' written notice to Contractor. In the event of such termination, any services performed by Contractor under this Agreement shall, at the option of the City, become the City's property and Contractor shall be entitled to receive compensation for any Work completed pursuant to this Agreement to the satisfaction of the City, up through the date of termination. Under no circumstances shall City make payment of profit for services that have not been performed.

4.3 **TERMINATION - For Cause** - This Agreement may be terminated by either party upon five calendar days' written notice to the other should such other party fail to perform in accordance with its material terms through no fault of the party initiating the termination. In the event Contractor abandons this Agreement or causes it to be terminated by the City, Contractor shall indemnify and save the City harmless against loss pertaining to this termination. In the event that Contractor 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 4.2 and the provisions of Section 4.2 shall apply.

SECTION 5. DEFAULT

5.1 An event of default shall mean a breach of this Agreement by Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach herein, an event of default shall include the following:

- 5.1.1 Contractor has not performed services in a timely manner;
- 5.1.2 Contractor has refused or failed to supply sufficient properly skilled staff personnel;
- 5.1.3 Contractor has failed to make prompt payment to Subcontractors or suppliers for any services;
- 5.1.4 Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or Contractor has taken advantage of any insolvency statute or debtor/creditor law or Contractor's affairs have been put in the hands of a receiver;
- 5.1.5 Contractor has failed to obtain the approval of the City where required by this Agreement;
- 5.1.6 Contractor has failed in the representation of any warranties;
- 5.1.7 Contractor has refused or failed to provide the services as defined in this Agreement.

5.2 In the event Contractor fails to comply with the provisions of this Agreement, the City may declare Contractor in default, notify Contractor in writing, and give Contractor a reasonable time to cure the default. In no event shall the time period for curing the defect exceed 15 business days unless otherwise agreed to by the parties. In the event payment has been made for services or any work not completed, Contractor shall return these sums to the City within 10 days after notice that these sums are due. Nothing in this Article shall limit the City's right to terminate, at any time, pursuant to the provisions of this Agreement.

5.3 In an Event of Default, Contractor shall be liable for all damages resulting from the default, including but not limited to:

5.3.1 lost funding, and

5.3.2 all costs associated with procuring alternate services, including without limitation, for the Services and additional amounts expended by the City, including procurement and administrative costs.

5.4 The City may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the City in law or in equity.

SECTION 6. INDEPENDENT CONTRACTOR

Contractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor, its officers, employees, or agents, shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Contractor, its officers, employees, or agents, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement. Services provided by Contractor shall be provided by employees of Contractor subject to supervision by Contractor, 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 Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 7. CITY'S RESPONSIBILITIES

The City shall:

7.1 Provide Contractor with all available information as may be requested in writing by Contractor and allow reasonable access to all pertinent information relating to the services to be performed by Contractor.

7.2 Furnish to Contractor, at Contractor's request, existing studies, reports and other available data pertinent to the services to be provided by Contractor.

7.3 Provide Contractor access to City property as required for Contractor to perform services.

SECTION 8. CONTRACTOR AND CITY'S RELATIONSHIP.

8.1 The Contractor accepts the relationship of trust and confidence established between it and the City by this Agreement. The Contractor represents that it will furnish its best skill and judgment in performing the Contractor's Services and the Work, and shall always act to further the interest of the City in the expeditious completion of the Project at the lowest responsible cost to the City, and in strict accordance with the Contract Documents and prudent and customary industry practices.

8.2 By signing this Agreement, the Contractor accepts a fiduciary duty with the City and warrants and represents to the City that the Contractor:

- A. Has all licenses and certifications required by applicable Law to perform the Contractor's Services and the Work;
- B. Is experienced in all aspects of the Work required for projects similar to the Project;
- C. Will act in the City's highest and best interest in performing the Contractor's Services and the Work; and
- D. That no employee or affiliate of the Contractor, including all Subcontractors, Subcontractors, and Suppliers (if any), at any tier, has been convicted of a public entity crime pursuant to Section 287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

8.3 The Contractor acknowledges and agrees that the City is relying on these representations and covenants as a material inducement to enter into this Agreement.

SECTION 9. POLICY OF NON-DISCRIMINATION

Contractor shall comply with all federal, state and local laws, ordinances, rules and regulations applicable to the Specific Project 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 in the performance of Work under this Agreement or Notice to Proceed.

SECTION 10. INDEMNIFICATION

10.1 Contractor 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 Contractor, its respective officials, agents, employees or Subcontractors in the Contractor's performance of Services pursuant to this Agreement.

10.2 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 11. 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 Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

SECTION 12. NO CONTINGENT 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. In the event Contractor violates this provision, City shall have the right to terminate this Agreement or any Notice to Proceed, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13. AGREEMENT, ASSIGNMENT AND AMENDMENTS

13.1 This Agreement constitutes the entire agreement between Contractor 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.

13.2 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.

13.3 Contractor 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.

13.4 Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered, under any circumstances, by Proposer, without the prior written consent of City, which may be withheld for any reason.

SECTION 14. INSURANCE

14.1 Contractor shall not commence Work under this Agreement until Proposer has obtained all insurance required under this Section and such insurance has been approved by the Risk Manager of the City; nor shall Contractor allow any Subcontractor to commence Work on its sub-contract until all similar insurance as such required of the Subcontractor has been obtained and approved. Contractor shall secure and maintain such insurance throughout the duration of this Agreement and any Notice to Proceed.

14.2 Certificates of Insurance. Prior to the execution of this Agreement and/or any Notice to Proceed, Contractor shall provide to the City's Risk Management Division, certificates of Insurance evidencing the required insurance coverages. The certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and any Notice to Proceed and shall state that such insurance is as required by this Agreement and any Notice to Proceed. The City reserves the right to require Contractor to provide a certified copy of such policies upon written request by the City. If a policy is due to expire prior to the completion of the services, renewal certificates of insurance or policies shall be furnished 30 calendar days prior to the date of their expiration. Each policy certificate shall be endorsed with a provision that not less than 30 calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. All policies shall be issued by companies authorized to do business under the laws of the State of Florida. The City shall be named as an additional insured on all insurance policies, and with a waiver of subrogation in the City's favor. Contractor shall supply City with copies of all policies and required endorsements.

14.3 Policyholders and Financial Ratings must be no less than "A-VII" and Class X respectively in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

14.4 Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance shall be maintained during the term of this Agreement and any Project Agreement to comply with statutory limits for all employees, if required, and in the case any work that is sublet, 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 Contractor. Contractor and his Subcontractors shall maintain during the life of this policy Employer's Liability Insurance with minimum limits of \$1,000,000.00 for each accident.

14.5 Comprehensive Automobile and Vehicle Liability Insurance. This insurance shall be written in comprehensive form and shall protect Contractor and the City against claims for injuries to members of the public and/or damages to property of others arising from Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office.

14.6 Commercial General Liability. This insurance shall be written in comprehensive form and shall protect Contractor and the City against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of Contractor or any of its agents, employees, or Subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability with a \$2,000,000 general aggregate.

(a) Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: 1) Premises and/or Operations; 2) Independent Contractors and Products and/or Completed Operations; 3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(b) The City is to be specifically included as an additional insured with waiver of subrogation in favor of the City against the liability of the City resulting from operations performed by or on behalf of Contractor in performance of this or any Project Agreement. Contractor's insurance, including that applicable to the City as an additional insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each insured or additional insured in the same manner as if separate policies had been issued to each.

14.7 Professional Liability. Contractor shall furnish professional liability insurance coverage in an amount not less than \$1,000,000.00 with a deductible of \$50,000.00 or less, per claim. Contractor shall be responsible for maintaining this professional liability insurance for a minimum of five years from the date of execution of each Project Agreement. Upon request of the City, Contractor shall make available for inspection copies of any claims filed or made against the policy during the policy term.

Contractor shall additionally notify the City, in writing, within 30 calendar days of any claims filed or made against this policy during the policy term.

14.8 All deductibles or self-insured retentions must be declared to and be approved by the City Manager or designee. Contractor shall be responsible for the payment of any deductible or self-insured retention in the event of any claim. The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures related to any Notice to Proceed.

SECTION 15. AUDIT AND INSPECTIONS RIGHTS

15.1 The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor 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.

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

SECTION 16. COSTS AND ATTORNEY'S FEES

If either the City or Proposer is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

SECTION 17. ALL PRIOR AGREEMENTS SUPERSEDED

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement, 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 of the Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 18. CONTRACTOR'S RESPONSIBILITIES

18.1 Contractor shall comply with all laws, ordinances and governmental rules, regulations and orders now or at any time during the term of this Agreement which are applicable to or which affect the procedures of Contractor.

18.2 The obligation of Contractor to comply with governmental requirements is provided for the purpose of assuring proper safeguards for the protection of person and property.

SECTION 19. MISCELLANEOUS

19.1 Contractor 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.

19.2 Precautions shall be exercised at all times for the protection of persons and property. Contractor 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 Contractor responsible for the same.

19.3 Contractor understands and agrees that any information, document, report or any other material whatsoever which is given to Contractor by the City, or which is otherwise obtained or prepared by Contractor pursuant to or under the terms of this Agreement, is and shall at all times remain the property of the City. Contractor 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.

19.4 Contractor 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 Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

SECTION 20. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, 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 CONTRACTOR:

AV Technician Inc.
7410 SW 147th Court
Miami, FL 33193

FOR CITY:

City of Miramar
Vernon E. Hargray, City Manager
2300 Civic Center Place
Miramar, Florida 33025

With Copy to:

Austin Pamies Norris Weeks Powell, PLLC.
Burnadette Norris-Weeks, Esq. City Attorney
401 North Avenue of the Arts (401 NW 7th Avenue)
Fort Lauderdale, Florida 33311
Telephone: (954) 768-9770
Facsimile: (954) 768-9790

SECTION 21. DISPUTE RESOLUTION

21.1 Any dispute concerning performance of this Agreement shall be decided by the City, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within 21 Days from the date of receipt, the Contractor files with the City a petition for administrative hearing. The City's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

21.2 Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Broward County, Florida. In any such action, Florida law shall apply and the parties waive any right to trial by jury.

SECTION 22. PUBLIC RECORDS

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

1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR'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 CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven days. All records stored electronically by CONTRACTOR 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, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, daqibbs@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 CONTRACTOR shall be withheld until all documents are received as provided This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 23. 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 24. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 25. 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 26. ENTIRE AGREEMENT

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

SECTION 27. JOINT PREPARATION

Contractor 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 28. SURVIVAL

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement. 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 or conditions are completed, and shall be fully enforceable by either party.

SECTION 29. SCRUTINIZED COMPANIES


- A. Contractor 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 Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, 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 Contractor 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 Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, 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 Contractor 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 30. 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. No waiver shall be effective unless made in writing.

SECTION 31. E-VERIFY

In accordance with Florida Statutes §448.095, the Contractor, 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 Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor 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.


Joaquin Soria

JPS

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 Consultant, by and through its CEO, attested to and duly authorized to execute same.

FOR CITY:

ATTEST: -

Denise Gibbs
City Clerk

CITY OF MIRAMAR

By: Vernon E. Hargray
City Manager

Dated: 3/8/2021

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

Austin Pamies Norris Weeks Powell, PLLC
City Attorney

FOR CONTRACTOR:

WITNESSES:

Print Name: Jeremy Ramirez

Print Name: Gabriel Charles

AV Technician Inc.

By: Joaquin Soria

Dated: 11/30/2020

(CORPORATE SEAL)



GABRIEL CHARLES
Commission # HH 040610
Expires September 9, 2024
Bonded Thru Budget Notary Services

AFFADAVITS AND ACKNOWLEDGEMENTS

SECTION 4 (CONT'D) COST PROPOSAL SHEET – RFQ # 20-08-29

Position	Rate
<u>Production Team</u>	
Head Carpenter (Rigging Supervisor)	\$41.00/hr
Head Electrics (Lighting Director)	\$41.00/hr
Head Audio (Sound Engineer)	\$41.00/hr
Head Props (Stage Management)	\$41.00/hr
<u>Additional Support Staff:</u>	
Carpenter Assistant	\$31.00/hr
Electrics Assistant (May also be used as Spotlight Operator)	\$31.00/hr
Audio Assistant	\$31.00/hr
Props Assistant	\$31.00/hr
Wardrobe Assistant	\$31.00/hr