

**RESOLUTION NO. 02-113**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING THE FIRST AMENDMENT TO THE CONTRACT BETWEEN CSA SOUTHEAST, INC. AND THE TOWN OF MIAMI LAKES FOR BUILDING AND CODE ENFORCEMENT SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AMENDMENT ON BEHALF OF THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Miami Lakes (the "Town") entered into a Contract for building and code enforcement services with CSA SOUTHEAST, INC. on February 12, 2001; and

WHEREAS, the parties have determined that it is in their best interest to amend the terms of the Contract.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and incorporated into this Resolution by this reference.

**Section 2. Approval of Amendment.** The First Amendment to Contract between CSA SOUTHEAST, INC. and the Town of Miami Lakes for building and code enforcement services (the "Amendment"), a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

**Section 3. Execution of Amendment.** The Town Manager is authorized to execute the Amendment on behalf of the Town.

**Section 4. Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 10<sup>th</sup> day of December, 2002.

Wayne Slaton  
WAYNE SLATON, MAYOR

ATTEST:

Beatriz M. Arguelles  
BEATRIS M. ARGUELLES, CMC  
TOWN CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

WBO  
WEISS, SEROTA, HELFMAN, PASTORIZA & GUEDES, P.A.  
TOWN ATTORNEY

Collins / Simon

Council voted <u>20</u> as follows:	
Mayor Wayne Slaton	<u>ys</u>
Vice Mayor Roberto Alonso	<u>ys</u>
Councilmember Mary Collins	<u>ys</u>
Councilmember Robert Meador	<u>ys</u>
Councilmember Michael Pizzi	<u>ys</u>
Councilmember Nancy Simon	<u>ys</u>
Councilmember Peter Thomson	<u>ys</u>

**FIRST AMENDMENT TO CONTRACT  
FOR PROFESSIONAL SERVICES  
BETWEEN  
CSA SOUTHEAST, INC.  
AND  
THE TOWN OF MIAMI LAKES**

THIS FIRST AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES (the "Amendment") is made this 13<sup>th</sup> day of December, 2002, between the Town of Miami Lakes, a Florida municipal corporation (the "Town") and CSA SOUTHEAST, INC., ("CSA") (collectively, the "Parties").

WHEREAS, the Parties entered into a Contract for building and code enforcement services for the Town dated February 12, 2002, (the "Contract"); and

WHEREAS, the Parties have determined it is in their best mutual interest to amend the Contract.

**NOW THEREFORE**, in consideration of the sums hereinafter set forth and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

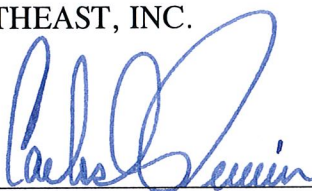
1. The Contract is amended in its entirety to read as specified in Exhibit "A" (the "Amended Contract"), attached and incorporated herein.
2. Underlined text in Exhibit "A" shall be added and stricken-thru text shall be deleted.

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R02-113

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Amendment to Contract upon the terms and conditions above stated on the day and year first above written.

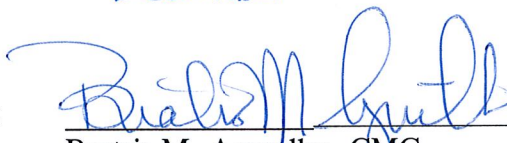
CSA SOUTHEAST, INC.


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

TOWN OF MIAMI LAKES

By:   
\_\_\_\_\_  
Alex Rey, Town Manager

Pursuant to Town Council action  
on the 12<sup>th</sup> day of ~~November~~, 2002.  
*December*

ATTEST:   
\_\_\_\_\_  
Beatris M. Arguelles, CMC  
Town Clerk

APPROVED:   
\_\_\_\_\_  
Weiss, Serota, Helfman, Pastoriza &  
Guides, P.A., Town Attorney

## CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of February, 2002, by and between the Town of Miami Lakes, a Florida municipal corporation (the "Town"), and CSA SOUTHEAST, INC. ("CSA").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agrees as follows:

### **1. PURPOSE/AUTHORIZATION**

- 1.1 The purpose of this Agreement is to provide for the Town's retention of CSA to perform building and code enforcement services for the Town as described in Section 2 below.
- 1.2 CSA is authorized and designated to act on behalf of the Town as the Town's Building Official in accordance with any applicable building codes and Chapter 468, Florida Statutes.
- 1.3 CSA's employees assigned to perform services for the Town shall be authorized to enforce the Town Code as specified in Chapter 162, Florida Statutes.

### **2. SCOPE OF SERVICES**

CSA shall provide the following services to the Town:

#### **2.1 Building Department Services**

- 2.1.1. Designate a Building Official as required by Florida Statutes, § 468.601 *et.seq.*
- 2.1.2. Process all building permit applications for the Town and verify contractor's licenses.
- 2.1.3. Review building plans for structural, fire sprinkler, plumbing, electrical, mechanical and other requirements as contained in the South Florida Building Code and/or the Florida Building Code, including the Miami-Dade County and amendments thereto.
- 2.1.4. The first plan review for single family residences shall be completed by CSA within ten (10) working days.

- 2.1.5. The first plan review for commercial building, multi-dwelling units, and similar types of construction projects will have plan review completed within fourteen (14) working days.
- 2.1.6. Conduct building permit inspections for the Town within two (2) working days from the time a request is submitted to the Town to determine compliance with the South Florida Building Code and/or the Florida Building Code, including the Miami-Dade County and amendments thereto.
- 2.1.7. Consult with architects, engineers and contractors to provide guidance on proposed large projects.
- 2.1.8. Respond to consumer complaints within two (2) working days from the time a complaint is submitted to the Town. The Town Manager shall be advised of all complaints received by CSA and CSA's response to same.
- 2.1.9. Provide support services relating to the start-up, organization and coordination of the Town's building department as requested and determined by the Town Manager.
- 2.1.10. Provide all necessary vehicles, mobile phones or radios and equipment for CSA employees to perform the services required by this Agreement. CSA shall provide clearly marked Town identification on all vehicles used in conjunction with the performance of this Agreement.
- 2.1.11. Provide 24-hour emergency damage assessment of structures.
- 2.1.12. Provide other building department services mutually agreed to by CSA and the Town Manager.

2.2 **Code Compliance Services**

- 2.2.1 Provide support services relating to the start-up, organization and coordination of the Town's code enforcement department as requested and determined by the Town Manager.
- 2.2.2. Enforce the Town Code, the South Florida Building Code and/or the Florida Building Code and the Miami-Dade County Code.
- 2.2.3. Issue notices of violation, stop work orders, citations and fines.

- 2.2.4. Prepare all paperwork and documentation for code-enforcement hearings and process all cases through the code compliance process.
- 2.2.5. Attend all code compliance hearings on behalf of the Town.
- 2.2.6. Provide all necessary vehicles, mobile phones or radios, and tools of the trade for CSA employees to perform the code compliance services required by this Agreement. CSA shall provide clearly marked Town identification on all vehicles used in conjunction with the performance of this Agreement.
- 2.2.7. CSA shall provide monthly reports to the Town Manager, in a form acceptable to the Town Manager, of all known and reported violations of the Town Code, the South Florida Building Code and/or the Florida Building Code and the Miami-Dade County Code.
- 2.2.8. Provide other code compliance and enforcement services mutually agreed to by CSA and the Town Manager.

2.3 **Zoning Review.**

- 2.3.1 CSA shall provide zoning review of building permit applications.

2.4 **Town Projects.**

- 2.4.1 CSA shall provide plan review, inspection and permitting services for Town Projects.

2.5 **Additional Services.**

- 2.5.1 CSA shall provide additional services to the Town as determined by the Town Manager.

2.6 **Town Database Management System.**

- 2.6.1 CSA shall utilize any database management system designated by the Town Manager. Proper utilization of the system shall include but not be limited to the following:

- 2.6.1.1 Attendance by all on-site CSA staff at all on-site training sessions scheduled by the Town Manager.

2.6.1.2 Utilization of the town's database management system to record, track and store all building and permitting, code enforcement and zoning data and records.

**3. TOWN RESPONSIBILITIES**

- 3.1. The Town shall provide, if desired, badges and photo I.D. for CSA employees.
- 3.2. The Town will provide workspace, computers, software, and telephones for all inspectors and plan examiners employed by CSA to perform the services required by this Agreement.

**4. COMPENSATION**

- 4.1. For all Building Services provided by CSA as described in Section 2.1 of this Agreement, CSA shall receive 90% of the actual total Permit Fees collected per month until such time as CSA's share of the actual Permit Fees equals \$95,000. Thereafter, CSA shall receive 80% of the actual total Permit Fee collected per month. After the initial year of this Agreement, the Town shall consider a price adjustment. Fees for Building Services shall be billed and paid pursuant to monthly invoices submitted by CSA to the Town.
- 4.2 For all Code Compliance Services provided by CSA as described in Section 2.2 of this Agreement, the Town shall pay CSA an annual professional fee of \$170,000.00 paid in equal monthly installments in the amount of \$14,166.67. After the initial year of this Agreement, the Town shall consider a price adjustment. Fees for Code Compliance Services shall be billed and paid pursuant to monthly invoices submitted by CSA to the Town.
- 4.3 For all zoning review services provided by CSA as described in Section 2.3, the Town shall pay CSA the actual fee charged for such services in the Town's zoning fee schedule, as modified from time to time.
- 4.4 For all services related to Town Projects as described in Section 2.4 of this Agreement, the Town shall pay CSA a fee mutually agreed to by the Town Manager and CSA.
- 4.5 For all Additional Services as described in Section 2.5 of this Agreement, the Town shall pay CSA a fee mutually agreed to by the Town Manager and CSA.
- 4.6 The Town shall pay CSA within 30 calendar days of approval by the Town Manager of any invoices submitted by CSA to the Town.



4.7 Notwithstanding the above provisions of this Section 4, CSA shall be entitled to receive a guaranteed minimum payment of \$53,000 per month for the provision of the services specified in Sections 2.1, 2.4, and 2.5 of this Agreement.

**5. RECORDS/RIGHT TO INSPECT AND AUDIT**

5.1. All original sketches, tracings, drawings, computations, details, design, calculations, plans, permits, work papers and all other documents and plans (the "Records") that result from CSA providing services to the Town under this Agreement shall be the property of the Town.

5.2. Upon termination or expiration of this Agreement, or at any time during the term of this Agreement, and upon the written request of the Town Manager, any and all such Records shall be delivered to the Town by CSA within 15 calendar days of the date of such request.

5.3. CSA shall maintain records, books, documents, papers and financial information pertaining to work performed under this Agreement during the term of this Agreement and for a period of three (3) years following termination of this Agreement.

5.4. The Town Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of CSA involving transactions related to this Agreement.

5.5. The Town may cancel this Agreement for refusal by CSA to allow access by the Town Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

**6. INDEMNIFICATION**

6.1. CSA shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or in any way connected with CSA's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between CSA and third parties made pursuant to this Agreement. CSA shall reimburse the Town for all its expenses including reasonable attorney

fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with CSA's performance or non-performance of this Agreement.

- 6.2. CSA shall defend, indemnify, and hold the Town harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or claims under federal or state law.
- 6.3. The provisions of this section shall survive termination of this Agreement.

## 7. INSURANCE

- 7.1. CSA shall maintain at its sole cost and expense at all times, in addition to any other insurance the Town may reasonably require, professional liability insurance, employee dishonesty insurance, employer's liability insurance, comprehensive general liability insurance and automotive liability insurance with minimum policy limits for each coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence, single limit for property damage and bodily injury, including death. The Town shall be named as an additional insured on each of the above policies, unless prohibited by law, and CSA shall provide Town with a certificate evidencing same. Each policy shall also state that it is not subject to cancellation, modification, or reduction in coverage without 30 calendar days written notice to the Town prior to the effective date of cancellation, modification, or reduction in coverage.
- 7.2. CSA shall maintain worker's compensation insurance at the statutory minimums required by Chapter 440, Florida Statutes.
- 7.3. CSA shall maintain each of above insurance policies/coverages throughout the term of this Agreement and any extensions of this Agreement.
- 7.4. CSA shall provide the Town with a current copy of each of the above insurance policies, and any renewals.

**8. TERM**

- 8.1 This Agreement shall become effective upon execution by both parties and shall continue in force through September 30, 2005, unless earlier terminated as provided in Section 9.
- 8.2. The Town shall have the option to renew this Agreement for a period of one year upon the same terms and conditions contained herein upon 60 calendar days written notice to CSA. Thereafter, any renewal shall be in writing and executed by both parties.

**9. TERMINATION**

- 9.1 The Town may elect to terminate the Building Department Services portion of this Agreement by giving CSA written notice at least 180 calendar days prior to the effective date of termination. Upon receipt of written notice of termination, CSA shall not enter into any third party agreements and shall incur only those expenses specifically approved or directed in writing by the Town Manager. Upon written notice of termination, the Town Manager may elect not to use the services of CSA.
- 9.2.9.1 The Town or CSA may elect to terminate the Code Compliance Services portion of this Agreement by giving the other party written notice at least 45 calendar days prior to the effective date of termination. Upon receipt of written notice of termination, CSA shall not enter into any third party agreements and shall incur only those expenses specifically approved or directed in writing by the Town Manager. Upon written notice of termination, the Town Manager may elect not to use the services of CSA.
- 9.3 CSA may terminate this entire Service Agreement at any time by giving the Town written notice at least one hundred and eighty (180) calendar days prior to the effective date of termination.
- 9.4 In the event of termination or expiration of this Agreement, CSA and the Town shall cooperate in good faith in order to effectuate a smooth and harmonious transition from CSA to the Town, or to any other person or entity the Town may designate, and to maintain during such period of transition the same services provided to the Town pursuant to the terms of this Agreement.
- 9.5 CSA will take all reasonable and necessary actions to transfer all books, records and data of the Town in its possession in an orderly fashion to either the Town or its designee in a hard copy and computer format.

9.6 Subsequent to the termination of this Agreement, the Town may contract with CSA at a mutually agreed upon amount to perform specified services on an as needed basis.

9.7 Notwithstanding the above, the Town may terminate the services of CSA with 30 days written notice in the event that CSA violates any of the provisions of Section 16.1 and 20 of this Agreement or fails to comply with the requirements of Chapters 162 and 468, Florida Statutes.

**10. ENTIRE AGREEMENT/MODIFICATION/AMENDMENT**

10.1. This writing contains the entire Agreement of the parties and supercedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

10.2. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed with the same formality as this document.

**11. SEVERABILITY**

11.1. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

**12. GOVERNING LAW**

12.1. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

**13. WAIVER**

13.1. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

**14. NOTICES/AUTHORIZED REPRESENTATIVES**

- 14.1. Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by private postal service, addressed to the parties at the following addresses:  
For the Town:

Town of Miami Lakes  
Attention: Alex Rey, Town Manager  
6853 Main Street  
Miami Lakes, Florida 33014  
Telephone: (305) 558-8244  
Facsimile: (305) 558-8511

With a copy to:

Weiss Serota Helfman Pastoriza & Guedes, P.A., Town Attorneys  
Attention: Nina L. Boniske, Esq.  
2665 South Bayshore Drive  
Suite 420  
Miami, FL 33133  
Phone: (305) 854-0800  
Facsimile: (305) 854-2323

For CSA:

Carlos A. Penin, P.E., President  
CSA Southeast, Inc.  
100 Miracle Mile, Suite 300  
Coral Gables, FL 33134  
Phone: (305) 461-5854  
Facsimile: (305) 461-5894

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions hereof.

## **15. INDEPENDENT CONTRACTOR**

- 15.1. CSA is and shall remain an independent contractor and is not an employee or agent of the Town. Services provided by CSA shall be by employees of CSA working under the supervision and direction of CSA and nothing in this Agreement shall in any way be interpreted or construed to deem said employees

to be agents, employees, or representatives of the Town. CSA agrees that it is a separate and independent enterprise from the Town.

15.2. CSA shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with CSA. This Agreement shall not be construed as creating any joint employment relationship between CSA and the Town, and the Town will not be liable for any obligation incurred by CSA, including but not limited to unpaid minimum wages and/or overtime payments.

**16. STAFFING**

16.1. As specified in the Town Charter, CSA's direction for services provided under Section 2 of this Agreement shall be through the Town Manager.

16.2. CSA shall provide CSA staff in the specified classifications of service contained in Exhibit "A" to perform its obligations under this Agreement.

16.3 Subject to Section 17 of this Agreement, if at any time during the term of this Agreement the Town Manager becomes dissatisfied with the performance of any CSA staff assigned to provide professional services under this Agreement, the Town Manager may request that CSA transfer said personnel within 10 calendar days of notification by the Town Manager. CSA agrees to act in good faith and to use its best efforts to resolve any problems experienced by the Town.

**17. BUILDING OFFICIAL**

17.1. The Building Official shall:

17.1.1. Act as liaison between the Town Manager and CSA;

17.1.2. Attend staff meetings, Town Council meetings, and workshops at which attendance by the Building Official is deemed necessary by the Town Manager;

17.1.3. Attend meetings with other governmental agencies and private entities doing business with the Town as requested by the Town Manager;

17.1.4. Provide information to the Town Manager and Town Council on all relevant and applicable issues concerning building services and code compliance; and

17.1.5. Provide such other services related to the Scope of Services as requested by the Town Manager.

17.2. CSA's initial selection of the Town's Building Official shall be approved by the Town Manager. After initial selection of the Building Official, unless the individual selected is no longer associated with CSA or the Town Manager requests a re-designation pursuant to Section 17.3, the services of the Building Official shall not be subsequently designated to any other CSA employee without the prior written consent of the Town Manager.

17.3. At any time during the term of this Agreement upon the Town Manager's request, CSA shall re-designate the Building Official. Prior to such designation, the Town Manager shall have the opportunity to interview each of the candidates selected by CSA and shall approve the selection of the new Building Official. In the event the candidates selected by CSA are unacceptable, CSA and the Town Manager will work jointly and cooperatively toward identifying an acceptable candidate.

**18. ASSIGNMENT**

18.1. This Agreement shall not be assignable by CSA without the prior approval of the Town Council, at the Town's sole discretion.

**19. PROHIBITION AGAINST CONTINGENT FEES**

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

**20. WARRANTIES OF CSA**

20.1 CSA warrants and represents that at all time during the term of this Agreement that it shall maintain in good standing all required licenses and certificates required under federal, state and local laws necessary to perform the Scope of Services specified in this Agreement.

20.2 CSA warrants and represents that its employees have received sexual harassment training and that CSA maintains appropriate sexual harassment and discrimination policies.

20.3 CSA warrants and represents that its employees will abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes and the Conflict of Interest and Code of Ethics ordinances sets forth in Section 2-11.1 of the Town Code and Section 2-11.1 of the Miami-Dade County Code, as these codes may be amended from time to time.

**21. ATTORNEYS' FEES**

21.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

**22. WAIVER OF JURY TRIAL**

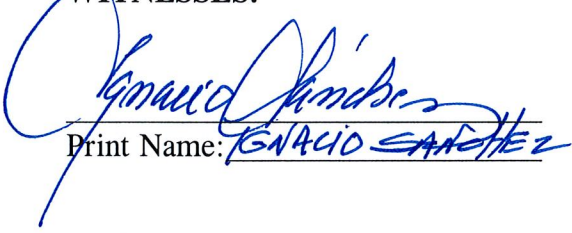
22.1. In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

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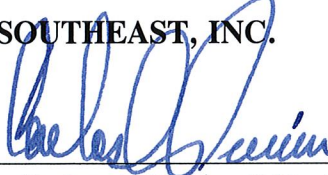
IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

**WITNESSES:**

  
Print Name: IGNACIO SANCHEZ

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

**CSA SOUTHEAST, INC.**

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

Date: 12-13-02

**ATTEST:**


  
Town Clerk

**TOWN OF MIAMI LAKES**

By:   
Alex Rey, Town Manager

Date: 12-13-02

**APPROVED AS TO FORM:**

  
Town Attorney

**EXHIBIT " A "**

**Job Classifications:** The following classifications will be staffed by CSA employees to achieve the require level of services:

- A. **Building Official** is certified by the Miami-Dade County Board of Rules and Appeals. This position will supervise all activities for the Town Building Department and coordinate with the Code Enforcement Unit.
- B. **Structural Plan Reviewer** is certified by the Miami-Dade County Board of Rules and Appeals. This Professional Engineer performs structural review of building permit plans as mandated by the South Florida Building Code and/or the Florida Building Code requirements.
- C. **Chief Building Inspector** is certified by the Miami-Dade County Board of Rules and Appeals and will perform all plans review and field inspection of structural, building, A.D.A. and roofing components. He is responsible for supervising the inspection activities of all trades and mandatory inspections are performed per requirements of the South Florida Building Code and/or the new Florida building Code.
- D. **Mechanical, Fire Sprinkler, Plumbing and Electrical Officials** are delegated power by the Building Official to enforce the South Florida Building Code and/or the Florida Building Code and to interpret the Code requirements of their respective trades. **Plans Examiners** shall review permit applications remaining with the Miami-Dade County Fire Engineering.
- E. **Code Enforcement Personnel** will be used to enforce the Town Code and Ordinances as directed by the Town Manager, and will enhance the enforcement of the Building Department personnel.