

**RESOLUTION NO. 03-49**

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; APPROVING THE SELECTION OF A FIRM TO PROVIDE THE BUILDING AND PERMITTING SERVICES OF THE VILLAGE AND OTHER RELATED DUTIES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay determined that outsourcing the Building and Permitting functions of the Village would be the most cost effective manner by which to provide high quality service to the citizens; and,

WHEREAS, the Village advertised a Request for Proposals, received responses and conducted interviews with the responsive bidders: CSA Southeast, Inc. and J.E.M. Inspections & Engineering Services, Inc.; and,

WHEREAS, the Mayor and Village Council desire to select a firm from among the proposers.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

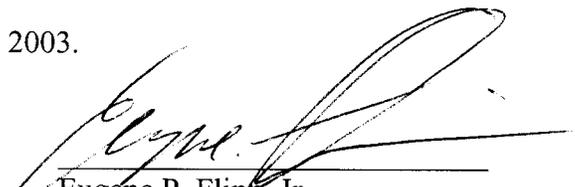
Section 1. The following firm is selected to provide the Village with Building and Permitting Services and other related duties: CSA SOUTHEAST, INC.

Section 2. The Village Manager is authorized to enter into the Contract for Professional Services with CSA Southeast, Inc. that is substantially similar in its terms and conditions as the contract that is annexed to this resolution.

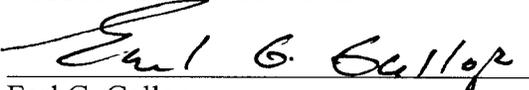
Section 3. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 10th day of June, 2003.

Attest:   
Meighan Pier  
Village Clerk

  
Eugene P. Flinn, Jr.  
Mayor

APPROVED AS TO FORM:

  
Earl G. Gallop,  
Village Attorney



**CONTRACT BETWEEN  
THE VILLAGE OF PALMETTO BAY  
AND CSA SOUTHEAST, INC., FOR  
BUILDING AND PERMITTING SERVICES**

THIS AGREEMENT is made and entered into this 3<sup>rd</sup> day of June, 2003, by and between the Village of Palmetto Bay, a Florida municipal corporation, and CSA SOUTHEAST, INC., a Florida corporation.

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

**1. PURPOSE; AUTHORIZATION**

- 1.1. The purpose of this agreement is to provide for the engagement of CSA by the village to perform building services as described in Section 2 below.
- 1.2. CSA is authorized and designated to act on behalf of the village as the village's building official in accordance with the applicable building code and chapter 468, Florida Statutes.
- 1.3. CSA's employees assigned to perform services for the village shall be authorized to enforce the village code under the village's constitutional home rule powers.

**2. SCOPE OF SERVICES**

CSA shall provide the following services to the village:

**2.1. Building Department Services**

- 2.1.1. Designate a building official as required by section 468.601, Florida Statutes, *et. seq.*
- 2.1.2. Process all building permit applications for the village and verify contractor's licenses.

- 2.1.3. Review building plans for structural, plumbing, electrical, mechanical and other requirements as contained in the South Florida Building Code and, or the Florida Building Code, and compliance with applicable zoning regulations, including the Miami-Dade County zoning regulations and amendments.
- 2.1.4. Services shall include all of the services that were listed in Section 3.01.A of the Request for Qualifications for Building and Permitting Services which include:
- a. Process permit applications.
  - b. Review plans for permitting.
  - c. Issue permits.
  - d. Inspect all permitted jobsites.
  - e. Issue certificates of use and certificates of occupancy.
  - f. Enforce the requirements of the building code.
  - g. Collect and report all permit-related revenues per the village's permit fee schedule.
  - h. Submit monthly trial balance report to village manager of revenues collected, and any amount forwarded to the village.
  - i. Process records relating to permits; storage and archiving of permit files.
  - j. Submit reports detailing number of permits issued, plans reviewed and inspections performed.
  - k. Prepare cases presented and attendance at applicable boards, including but not limited to the Board of Rules and Appeals, the Contractors Licensing Board and the Unsafe Structures Board.
  - l. Provide administrative and clerical staff to support permitting and enforcement functions.
  - m. Consult with architects/engineers and contractors for building code guidance on large projects.
  - n. Meet with architects/engineers, homeowners, contractors and other permit holders when requested, to discuss any questions, problems or concerns on plans or permits.
  - o. Provide emergency 24-hour building code service to respond to damage to structures.
  - p. Provide building code damage assessment service (hurricanes, structural damage, etc.) for emergencies and natural disasters.

- q. Provide jobsite disaster preparation and follow-up service.
- r. Digitize all permit documents as required and retain all legal records.
- s. Provide automation and computer support and, or software for servicing permits, inspections and building code activities.
- t. Verify notices of commencement.
- u. Provide adequate communication capabilities through utilization of available equipment (cellular phones, two-way radios, pagers, etc.) to all personnel.
- v. Maintain satisfactory workload/service level demands through utilization of increases and, or decreases in staffing overtime, including weekends, whenever required.
- w. Verify contractor's license and appropriate insurance upon acceptance of permit application.
- x. Receive and respond to, in a timely manner, questions and, or complaints, relating to the building code.
- y. Attend village staff and council meetings upon request of the village manager or village council.

2.1.5. CSA shall maintain the following service standards, as outlined in the Request for Qualifications for Building and Permitting Services:

- a. The first plan review for single family residences will be completed within seven working days. In order to attain this goal, as well as issue a permit within the same time frame, the permit processing staffs will call/fax/email the plan reviewer's results to the appropriate designer of record or contractor as each trade completes its review. Plan reviews of single family residence of much less complexity will be completed within one to three working days.
- b. Commercial building, multi-dwelling units, and similar types of construction projects will have plan review completed within 15 working days for the first review. The staffs will call/fax/e-mail results to the appropriate designer of record or contractor as each trade completes its review. Permit issuance will depend upon the size and complexity of the project and length

of time taken by the designer to return plans with corrections to conform to the building code.

- c. Inspections will be performed within 24 business hours from the time they are called into the village. Inspection requests may be submitted via phone, fax or e-mail to the village. Inspections shall be performed within a 4-hour scheduled time.
- d. Consumer questions and, or complaints will be responded to within a reasonable time frame of two working days.

2.1.6. Provide support services relating to the start-up, organization and coordination of the village's building department as requested and determined by the village manager.

2.1.7. 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 village identification on all vehicles used in conjunction with the performance of this agreement. CSA shall also provide uniforms approved by the village manager for the staff assigned to this contract.

2.1.8. Provide other building department services mutually agreed to by CSA and the village manager.

2.2. **Village Projects.**

2.2.1. CSA shall provide plan review, inspection and permitting services for village projects as directed by the village manager.

2.3. **Additional Services.**

2.3.1. CSA shall provide additional services to the village as mutually agreed to by the village manager and CSA.

2.3.2. CSA shall provide additional services of zoning plan review as mutually agreed to by the village manager and CSA.

2.3.3. CSA shall provide additional services of code enforcement as mutually agreed to by the village manager and CSA.

**3. VILLAGE RESPONSIBILITIES**

3.1. The village shall provide, if desired, badges and photo I.D. for CSA employees.

3.2. The village will provide workspace, furniture, 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 and zoning services provided by CSA as described in section 2.1 of this agreement, the village shall pay CSA 100 % of the actual total permit fees collected for building and zoning per month for a period of one year. Thereafter, CSA shall receive 80% of the actual permit fees collected per month. Fees for building services shall be billed and paid pursuant to monthly invoices submitted by CSA to the village.

4.2. For all services related to Code enforcement, rates shall be negotiated based on service levels.

4.3. For all services related to village projects, CSA shall be compensated at an hourly rate by the schedule of costs included in "Exhibit B".

4.3. For all additional services as described in section 2.3 of this agreement, the village shall pay CSA a fee mutually agreed to by the village manager and CSA.

- 4.4. The village shall pay CSA monthly based on the permit fees collected by the village for the preceding month. CSA will submit an invoice within the first seven days of the month and payment shall be made within 15 days of receipt of the invoice.

**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 (collectively referred to as records) that result from CSA providing services to the village under this agreement shall be the property of the village.
- 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 village manager, any and all records shall be delivered to the village by CSA within 15 calendar days of the date of the 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 years following termination of this agreement.
- 5.4. The village manager or designee shall, during the term of this agreement, have access to, and the right to examine and audit, any records of CSA involving transactions related to this agreement during normal business hours upon 5-days prior written notice.
- 5.5. CSA has the right to examine and audit any records of the village regarding the permit collections and transactions related to this agreement.
- 5.6. The village may cancel this agreement because of the refusal by CSA to allow access by the village manager or designee to any records pertaining to work performed under this agreement.
- 5.7. Public access to records shall be governed by chapter 119 and other applicable provisions of the Florida Statutes.

**6. INDEMNIFICATION**

- 6.1. CSA shall defend, indemnify, and hold harmless the village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgments or damages, and statutory fines and penalties (collectively referred to as loss or losses) arising out of, related to, or in any way connected with CSA's performance, errors, acts or omissions under any provision of this agreement including, but not limited to, liabilities arising from contracts between CSA and third parties made pursuant to this agreement, except to the extent the losses are caused by or arise out of any act or omission of the village, its officers, agents and employees. CSA shall reimburse the village for all its expenses, including reasonable attorneys' fees and costs, incurred in and about the defense of any claim or investigation and for any loss arising out of, related to, or in any way connected with CSA's performance, errors, acts or omissions under this agreement, except to the extent the losses are caused by or arise out of any act or omission of the village, its officers, agents and employees.
- 6.2. The village shall defend, indemnify, and hold harmless CSA, its shareholders, directors, officers, agents, employees and affiliates, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, and statutory fines and penalties (collectively referred to as loss or losses) arising out of, related to, or in any way connected with this agreement, except to the extent the losses are caused by or arise out of any act or omission of CSA, its shareholders, directors, officers, agents, employees and affiliates. The village shall reimburse CSA for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any claim or investigation and for any losses arising out of, related to, or in any way connected with the village's performance, errors, acts or omissions under this agreement, except to the extent the losses are caused by or arise out of any act or omission of CSA, its shareholders, directors, officers, agents, employees and affiliates.
- 6.3. CSA shall defend, indemnify and hold the village harmless from all claims, including but not limited to claims presented to EEOC, FHRC and MDCEOC, losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the

Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any other federal, state, or local law.

- 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, during the term of the agreement, standard professional liability insurance in the minimum amount of \$1,000,000 per occurrence.
- 7.2. CSA shall maintain, at its sole cost and expense, during the life of the agreement, commercial general liability, including contractual liability insurance, in the amount of \$500,000 per occurrence to protect it from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damage which may arise from any operations under the agreement, whether the operations be by CSA or by anyone directly employed by or contracting with CSA.
- 7.3. CSA shall maintain, at its sole cost and expense, during the life of the agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damage liability to protect it from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether the use of the vehicle be by CSA or by anyone directly or indirectly employed by CSA.
- 7.4. CSA shall maintain, at its sole cost and expense, during the life of the agreement, adequate worker's compensation insurance and employer's liability insurance as required by chapter 440, Florida Statutes.
- 7.5. The village shall be named as an additional insured on each of the required policies, unless prohibited by law, and CSA shall provide the village with a certificate of insurance. 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 village prior to the effective date of cancellation, modification, or reduction in coverage.

- 7.6. CSA shall maintain each of the insurance policies throughout the term of this agreement and any extensions of this agreement.
- 7.7. CSA shall provide the village with a current copy of each of the above insurance policies, and any renewals.
- 7.8. If coverage under any of the required policies is provided on a claims-made basis, upon the termination of this agreement, CSA shall purchase an extended reporting period option for one year.

## 8. TERM

- 8.1. This agreement shall become effective July 1, 2003 and shall remain in force for a period of one year, unless earlier terminated as provided in Section 9.
- 8.2. The village shall have the option to renew this agreement for the two additional two-year terms upon the same terms and conditions contained in this agreement upon 60-calendar days written notice to CSA.

## 9. TERMINATION

- 9.1. The village may elect to partially terminate either: (i) the building department services; (ii) the code enforcement services; or (iii) the zoning plan review services portion of this agreement at any time by giving CSA written notice at least 90 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 village manager. Upon written notice of termination, the village manager may elect not to use the services of CSA.
- 9.2. CSA may terminate this agreement at any time by giving the village written notice at least 90 calendar days prior to the effective date of termination, or if the reason for termination is non-payment, by

giving written notice 15 calendar days prior to the effective date of termination.

- 9.3. In the event of termination or expiration of this agreement, CSA and the village shall cooperate in good faith in order to effectuate a smooth and harmonious transition from CSA to the village, or to any other person or entity the village may designate, and to maintain during the period of transition the same services provided to the village pursuant to the terms of this agreement.
- 9.4. CSA will take all reasonable and necessary actions to transfer all books, records and data of the village in its possession in an orderly fashion to either the village or its designee in a hard copy and electronic format.
- 9.5. Subsequent to the termination of this agreement, the village may contract with CSA at a mutually agreed upon amount to perform specified services on an as-needed basis.
- 9.6. The village shall compensate CSA in the event of termination of the contract under 9.1 for all services provided prior to the date of termination and pay all reasonable expenses incurred by CSA, such as car lease, hardware and software.

**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. The exclusive venue for any litigation arising under or related to this agreement 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, or by registered or certified mail with postage prepaid, return receipt requested, addressed to the parties at the following addresses:

For the village:

Village of Palmetto Bay  
Attention: Village Manager  
8950 SW 152 Street  
Palmetto Bay, Florida 33157  
Telephone: (305) 259 -1234

With a copy to:

Nagin, Gallop Figueredo, P.A., Village Attorneys  
3225 Aviation Avenue  
Suite 300  
Miami, FL 33133  
Phone: (305) 854-5353

For CSA:

Carlos A. Penin, P.E., President  
CSA Southeast, Inc.  
100 Miracle Mile, Suite 300  
Coral Gables, FL 33134  
Phone: (305) 461-5484  
Facsimile: (305) 461-5494

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

15. **INDEPENDENT CONTRACTOR**

- 15.1. CSA is, and shall be, in the performance of all work, services and activities under this agreement, an independent contractor and not an employee, agent or servant of the village. Services provided by CSA shall be by employees of CSA and nothing in this agreement shall create an employment relationship between the village and any CSA employee. CSA agrees that it is a separate and independent enterprise from the village.
- 15.2. CSA shall be solely responsible for all employee insurance benefits, civil service benefits, compensation, including, but not limited to, unpaid minimum wages and overtime, and, or, any status or rights during the course of employment with CSA. Accordingly, the village shall not be called upon to assume or share any liability for, or direct payment of, any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits under Chapter 440, Florida Statutes, or any other benefits of employment to any CSA personnel performing services, duties and responsibilities under this agreement for the benefit of the village, or

any other liabilities whatsoever. This agreement shall not create any joint employment relationship between CSA and the village, and the village will not be liable for any obligation incurred by CSA and, or regarding its employees.

**16. STAFFING**

- 16.1. CSA shall provide CSA employees in the job classifications contained in Exhibit "A" to perform all services provided for in this agreement.
- 16.2. Subject to section 17 of this agreement, if at any time during the term of this agreement the village manager becomes dissatisfied with the performance of any CSA employee assigned to provide professional services under this agreement, the village manager may request that CSA transfer the employee within 10 calendar days of notification by the village manager. CSA agrees to act in good faith and to use its best efforts to resolve any problems experienced by the village.

**17. BUILDING OFFICIAL**

- 17.1. The building official shall:
  - 17.1.1. Act as liaison between the village and CSA;
  - 17.1.2. Attend staff meetings, village council meetings, and workshops at which attendance by the building official is deemed necessary by the village manager;
  - 17.1.3. Attend meetings with other governmental agencies and private entities doing business with the village as requested by the village manager;
  - 17.1.4. Provide information to the village manager and village council on all relevant and applicable issues concerning building services and code compliance; and

17.1.5. Provide other services related to the scope of services as requested by the village manager.

17.2. CSA's initial selection of the village's building official shall be approved by the village manager. After initial selection of the building official, unless the individual selected is no longer associated with CSA, or the village 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 village manager.

17.3. At any time during the term of this agreement upon the village manager's request, CSA shall re-designate the building official. Prior to the designation, the village 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 village 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 village council. The village council shall not unreasonably withhold the assignment of the contract.

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 times during the term of this agreement it shall maintain in good standing all 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, that it maintains appropriate sexual harassment and non-discrimination policies, and it has implemented procedures for enforcing its sexual harassment and non-discrimination policies.
- 20.3. CSA warrants and represents that its employees will abide by the conflict of interest and code of ethics ordinances sets forth in section 2-11.1 of the village 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; provided, however, any award of attorneys' fees against the village shall not exceed \$35,000.00.
- 21.2. The village does not waive sovereign immunity for any claim of prejudgment interest and prejudgment interest shall not be awarded against the village.

**22. WAIVER OF JURY TRIAL**

- 22.1. In the event of any litigation arising out of this agreement, each party waives its right to trial by jury.

**23. TIME OF THE ESSENCE**

23.1. Time shall be of the essence for each and every provision of this agreement.

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

**WITNESSES:**

**CSA SOUTHEAST, INC.**

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

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

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

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

**ATTEST:**

**VILLAGE OF PALMETTO BAY**

\_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Charles D. Scurr, Village Manager

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Village Attorney

## EXHIBIT " A "

**Job Classifications:** The following job classifications will be staffed to achieve the required level of services:

- A. **Building Official** certified by the Miami-Dade County Board of Rules and Appeals. This position will supervise all activities for the village building department and coordinate with the code enforcement unit.
  
- B. **Structural Plan Reviewer** 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** 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 for purposes of determining that all work is performed per requirements of the South Florida Building Code and, or the new Florida Building Code.
  
- D. **Mechanical, 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.

- E. **Code Enforcement Personnel** will be used to enforce the village code and ordinances as directed by the village manager, and will enhance the enforcement of the building department personnel.
  
- F. **Zoning Official** will be used to perform zoning plan reviews and zoning code and ordinance interpretations as directed by the village manager.

**EXHIBIT " B "**  
**SCHEDULE OF COST**

• Principal	\$125.00
• Professional Engineer (Structural)	\$100.00
• Professional Engineer (Electrical)	\$90.00
• Professional Engineer (Mechanical)	\$90.00
• Project manager	\$85.00
• Engineer/Designer	\$75.00
• CADD Technician	\$55.00
• Field Inspector	\$60.00
• Administrative Assistant	\$40.00
• Clerical	\$30.00
• Photocopies	\$0.35/Copy
• Blueprints (24"x36") \$1.30/Sheet	
• CADD Plots	\$25.00/Sheet
• Vehicle Travel \$0.365/Mile	
• Out of Pocket (pass-thru)	Cost + 10%