

AGREEMENT FOR
COMMERCIAL BUSINESS INSPECTION SERVICES
BETWEEN
THE CITY OF LAUDERHILL
AND
THE LAUDERHILL HOUSING AUTHORITY

This Agreement made and entered into as of the ____ day of _____, 201__ by and between the LAUDERHILL HOUSING AUTHORITY, hereinafter called the "LHA" and the CITY OF LAUDERHILL, a Florida municipality, hereinafter called the "City".

WHEREAS, the LHA, a public body organized and existing under and by virtue of the Laws of the State of Florida, has received allotment of funds from the United States Government, acting through the Department of Housing and Urban Development, for the purpose of developing and managing units of low rent housing and subsidy awards to eligible tenants living in privately owned rental units, and

WHEREAS, the Authority represents that it is competent and able to undertake certain administrative services of the City of Lauderhill, and

WHEREAS, the City has likewise indicated its desire to engage the Authority to render professional services and assistance in connection therewith, and

WHEREAS, it is deemed mutually advantageous to enter into this Agreement, providing for Commercial Business Inspections of commercial properties engaged in business in the City of Lauderhill which are licensed and regulated *solely* by the City and therefore are not preempted because they are *not* licensed or regulated by the State of Florida pursuant to Chapter 509 (unless the State has requested the City to assist with such inspection on the State's behalf pursuant to Chapter 509).

NOW, THEREFORE, the LHA and the City, in consideration of those premises and of the mutual convenience herein set forth, do mutually agree as follows:

SECTION I: SCOPE OF SERVICE

A. Agreement to Perform Work. The City agrees to engage the Authority through this Inter-Local Agreement and the Authority agrees that during the term of this Agreement to perform the services as stated herein and the City agrees to pay for the performance of such work on and under condition set forth in this Agreement.

B. The Work. The work shall consist of the following services:

1. The Authority shall recommend and assign an Authority employee to serve as the Commercial Business Inspector for the City. The City shall approve or disapprove the recommendation according to the procedures established by the City. The Authority employee appointed as the Commercial Business Inspector shall have general supervision over the administration of the business and affairs of the City in the area of Commercial Business Inspections, and shall be charged with the management of such

projects and programs, subject to the direction of the City. The Scope of Services for the Authority employee shall include, but not necessarily be limited to: all initial Commercial Business Inspections, re inspections, issuance of Uniform Code Citations as deemed necessary for health, safety or welfare violations, and attendance any necessary court appearances related to Commercial Business Inspections, violations or citations, and creation of any necessary Notices of Violation or documents necessary for enforcement before the Code Board, Special Master or appropriate enforcement authority. The Authority employee is hereby designated as a "code enforcement officer" for the City in accordance with Florida Statute, Section 162.21(2) solely for the purpose of issuing necessary health, safety or welfare violations of the City Code of Ordinances or Land Development Regulations that he/she determines exist in his/her capacity as the Commercial Business Inspector.

2. The City may negotiate for additional services beyond the scope of services provided and contained within this Agreement. There shall be a separate Agreement in writing as to the rate of pay and the estimated time of performance and costs for any agreed-upon additional services that may be beyond this contract. The LHA shall keep a separate record of these reimbursable and services and the Authority shall invoice the City separately therefore.

SECTION II: COMPENSATION

The City agrees to compensate the Authority in accordance with the terms and conditions of this Agreement as follows:

Commencing immediately upon execution of this Agreement, the City shall pay the Authority for each initial passed or failed Commercial Business Inspection in the amount s set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein.

Payment shall be made on a monthly basis, with the amount to be determined based upon the number of Commercial Business Inspections completed that month.

SECTION III: GENERAL TERMS AND CONDITIONS

A. Term of Contract. The term of this Agreement shall be for a one (1) year t e r m , with the option to extend for two (2) additional one-year terms. If, through any cause, either party shall fail to fulfill in a satisfactory manner it obligations under this contract, the other party shall thereupon have the right to terminate this contract by giving a written notice to the non-complying party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the LHA under this contract shall become the City's property. The LHA and the City shall have the right to terminate this Agreement (other than the services being provided pursuant to Section 1(B)(2), if any pursuant to separate agreement,) without cause upon thirty (30) days advance written notice to the other party.

B. Changes. The City may, from time to time, request change in the scope of services of the Authority to be performed thereunder. Such changes, including any increase or decrease in the amount of the Authority's compensation, which shall be mutually agreed upon by and between the LHA and the City, shall be incorporated by written amendment to this contract and shall be subject to the approval of both parties.

C. Indemnification. The City agrees to indemnify the Authority from any and all liability, loss or damage the Authority may suffer as a result of claims, demands, costs or judgments against it arising from the acts of the Authority employees when performing acts in furtherance of this Agreement, other than by reason of the Authority's negligence or intentional acts, for which the LHA shall remain liable.

D. Non-discrimination. There shall be no discrimination against any employee who is employed in the work covered by this contract, or against any applicant for such employment, because of race, religion, color, gender or national origin. These provisions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. In case of any subcontracting of the work covered by this contract, the City shall insert the preceding two sentences in this Agreement with the subcontractors.

E. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted any proceeding under or relating to the labor standards applicable thereunder to his or her employer.

F. Subcontracting. None of the services covered by this contract shall be subcontracted without the prior written consent of the City. The Authority shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it. The Authority shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this contract.

G. Assignability. The Authority shall not assign any interest in this contract, and shall not transfer any interest in the same without the prior written approval of the City. Provided, however, that claims for money due or to become due the Authority from the City under this contract may be assigned to a bank, trust company, or other financial institution, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

H. Interest of Local Public Officials. No member of the governing body of the LHA, and no other officer, employee, or agent of the LHA who exercises any functions or responsibilities in connection with the carrying out of the services to which this contract pertains, shall have any personal interest, direct or indirect, in this Agreement or to any benefit that may arise thereof.

I. Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States and no resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise herefrom.

J. Accessibility. Representatives of the LHA, Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized agencies, shall have access to any books, documents, papers, and records of the City which are directly pertinent to the LHA for the purpose of making audit, examination, excerpts, and transcripts thereof. The City shall retain all work products under this Agreement as required by law and/or HUD regulations.

K. Records and Audit. The City reserves the right to audit the records of LHA relating to this Agreement any time during the performance and term of the Agreement and for a period of one (1) year with a one (1) year warranty after completion and acceptance by City. If required by City, LHA shall agree to submit to an audit by an independent certified public accountant selected by City. LHA shall allow C to inspect, examine, and review the records of LHA at any and all times during normal business hours during the term of this Agreement.

LHA agrees that it shall keep and maintain accurate and complete records with regard to all services as proposed hereunder. All original records related to the services provided under the terms of this Agreement are the property of City and accordingly those records are subject to the Florida Public Records Law. LHA shall not release any City records without written permission from City except as necessary and appropriate in the performance of the duties and responsibilities required to comply with the terms of any Agreement between the parties. The public shall be provided access to records regarding the services provided under the terms of this Agreement in the same manner that the City fulfills all public records requests. LHA shall not disclose any public records that are exempt or confidential and exempt from public records disclosure requirements except as authorized in writing by City and authorized by law.

LHA shall preserve and make available for inspection by City personnel, or by personnel duly authorized by City, computer data and other records related to the services provided under this Agreement. The records will be made available during normal business, hours upon twenty-four hours notice by the City. LHA shall retain all public records and transfer, at no cost, to the City all records in possession of the LHA upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IN WITNESS WHEREOF, the parties hereto have made and agreed to mutually abide by the covenants contained within this Agreement as written. The parties hereto have caused these presents to be signed by their duly authorized officers.

CITY OF LAUDERHILL, a municipal corporation

By _____
Charles Faranda, City Manager

____ day of _____ 201____

Approved as to form by:

W. Earl Hall
City Attorney, City of Lauderhill

Lauderhill Housing Authority

By _____

Title: _____

____ day of _____ 201____

Approved as to form by:

General Counsel LHA