

**CITY OF NORTH MIAMI  
GENERAL MAINTENANCE/REPAIRS AGREEMENT  
(NSP3 Rental Properties)**

This contract for general maintenance and repair services ("Services") is made effective as of \_\_\_\_\_, by and between the City of North Miami, Housing & Social Services Department ("Owner") which address is located of 776 NE 125<sup>th</sup> Street, North Miami, Florida 33161, and Andrefaite Laine ("Contractor") of 932 NE 146<sup>th</sup> Street, North Miami, Florida 33161.

WHEREAS, the Owner desires to hire Contractor to provide general maintenance and repair services to City's NSP3 rental properties; and

WHEREAS, the Contractor has the competency, capacity and agrees to provide the services to Owner.

THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

**DESCRIPTION OF SERVICES**

Beginning on February 1, 2022, Contractor will provide to Owner Services for the NSP3 units; the following services are to be rendered: general maintenance and repair work, including some electrical work, excluding plumbing work.

**PAYMENT FOR SERVICES**

The Owner will compensate Contractor for Services provided per job basis. Such compensation shall be payable in a lump sum upon completion of the services, not to exceed \$5,000 annually.

**TERM/TERMINATION**

The term of this Agreement shall be the period commencing February 1, 2022, through January 31, 2023. Following the initial Term, the City shall have four (4) options to renew this Agreement in writing, for an additional one (1) year term.

**MATERIALS AND SUPPLIES**

- a. Owner shall furnish all materials necessary to perform Services described in this contract with the exception of items which the Contractor specifically notifies and requests be supplied by the Contractor. All parts, building materials and supplies necessary to complete the services will be at the Owner's cost. All specialized equipment and tools necessary to complete the project should be provided by the Contractor at the Contractor's expense.
- b. Contractor shall furnish all materials, specialized equipment and all tools necessary to complete the project should be provided by the Contractor at the Contractor's expense.

- c. All materials supplied by the Owner shall remain the property of the Owner.
- d. Where the contractor supplies materials and the Contract does not include the supply of the same, the Contractor shall provide invoices to show the extent of supply and the Owner is bound by this contract to reimburse the Contractor in the sum stated on the invoices submitted.

## **RELATIONSHIP OF PARTIES**

It is understood by the parties that Andrefaite Laine is an independent contractor with respect to the City of North Miami, and not an employee of the City of North Miami. The City of North Miami will not provide fringe benefits including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Andrefaite Laine.

## **COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS**

In performing the services required of it under this contract, Contractor shall comply with all applicable federal, state, county, and city statutes, ordinances, and regulations.

## **INDEMNIFICATION**

Andrefaite Laine agrees to indemnify and hold the City of North Miami harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the City of North Miami that result from the acts or omissions of Andrefaite Laine and/or his employees, agents, or representatives.

## **ENTIRE AGREEMENT**

This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This Contract supersedes any prior written or oral agreements between the parties.

## **SEVERABILITY**

If any provision of this contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

## **APPLICABLE LAW**

This Contract shall be governed by the laws of the State of Florida.

## SIGNATORIES

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date on which the last of the Parties initials or signs.

### CONTRACTOR:

Karen Frederick

Witness

Date: 02/01/2022

By: 

Andrefaite Laine

Date: 02/01/2022

### APPROVED BY:

B

Alberte Bazile, MBA  
Housing & Social Services, Director

Date: 02/01/2022

### ATTEST:

Vanessa Joseph, Esq., City Clerk

City of North Miami, a FLORIDA municipal Corporation, "City":

City Clerk Date Signed

Theresa Therilus, Esq., City Manager

City Manager Date Signed

### APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Jeff P. H. Cazeau, Esq., City Attorney

City Attorney Date Signed