

**CITY OF NORTH MIAMI**  
**PROFESSIONAL SERVICES AGREEMENT**  
**(*Housing Inspection Services - RFP #69-23-24*)**

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into on \_\_\_\_\_, by and between the **City of North Miami**, a Florida municipal corporation, located at 776 NE 125<sup>th</sup> Street, North Miami, FL (“City”) and **Gold Tree Development Group, LLC.**, a Florida limited liability company, located at 6851 NW 19th Avenue, Miami, FL 33147 (“Contractor”). The City and Contractor shall collectively be referred to as the “Parties”.

**RECITALS**

**WHEREAS**, on September 20, 2024, the City of North Miami (“City”) issued ***Request For Proposals (RFP) No. 69-23-24 – Housing Inspection Services*** (“RFP”) seeking proposals from qualified, licensed and experienced firms to conduct housing inspections on behalf of the City, in accordance with the terms and conditions of the solicitation (“Services”); and

**WHEREAS**, a total of five (5) firms submitted proposals in response to the RFP and the City’s Evaluation Committee recommended that all five (5) proposals be accepted to establish a pool of firms to provide the desired services; and

**WHEREAS**, on February 25, 2025, the Mayor and City Council passed and adopted Resolution No.2025-R-44, approving the placement of Contractor on a pre-qualified list for the provision of Services, and authorizing the City Manager to execute this Agreement for the provision of Services.

**WHEREAS**, the City Manager finds that entering into this Agreement with Contractor for the provision of Services in accordance with the Contract Documents, is in the best interest of the City.

**NOW THEREFORE**, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

**ARTICLE 1 - RECITALS**

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

**ARTICLE 2 - CONTRACT DOCUMENTS**

2.1 The following documents are incorporated into and made part of this Agreement (collectively referred to as the “Contract Documents”):

2.1.1 City of North Miami ***Request for Proposals 69-23-24 – Housing Inspection Services***, attached hereto by reference;

2.1.2 Contractor's response to the RFP ("Proposal"), attached hereto as "Exhibit A";

2.1.3 Any additional documents which are required to be submitted by Contractor pursuant to Contract Documents.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the City Manager or City Manager's designee.

2.2.2 This Agreement.

2.2.3 The RFP.

### **ARTICLE 3 – TERM OF AGREEMENT**

3.1 The Initial Term of this Agreement shall be a period of one (1) year from the date of execution ("Initial Term Period"), unless terminated earlier by the City. Contractor agrees that the performance of Services shall be pursued on schedule, diligently, uninterrupted and at a rate of progress which will ensure full completion of Services within the agreed time for performance. Failure to achieve timely performance of Services shall be regarded as a material breach of this Agreement and subject to the appropriate remedies available to the City at law.

3.2 Following the Initial Term Period, the City shall have the right to exercise four (4) options to renew this Agreement for one (1) year-term periods, subject to Contractor's acceptance and satisfactory performance of Services by Contractor. Upon any extension, the insurance requirements for this Agreement will be subject to review by the City's Risk Manager.

3.3 When, in the opinion of the City, reasonable grounds for uncertainty exists with respect to the Contractor's ability to perform Services or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

### **ARTICLE 4 - COMPENSATION**

4.1 Contractor shall be compensated an amount not to exceed Eleven Thousand Three Hundred Seventy-Five and no/100 Dollars (\$11,375.00) for Services rendered in accordance with Contract Documents. Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Contractor.

4.2 The City shall pay Contractor within forty-five (45) days of receipt of invoice the total shown to be due on such invoice, provided the City has accepted the Services.

### **ARTICLE 5 - CONTRACTOR'S RESPONSIBILITIES**

5.1 As an inducement for the City to enter into this Agreement, Contractor has represented an expertise in the provision of Services to similar public entities. In reliance upon those representations, the City has entered into this Agreement with Contractor for the provision of Services.

5.2 Contractor shall supervise and direct the work competently and efficiently, devoting such attention and applying Contractor's best skill, attention and expertise. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of the work and shall ensure that the finished Services accurately comply with the Contract Documents, and local, state and federal laws.

5.3 Contractor shall perform the Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

#### **ARTICLE 6 - SCOPE OF SERVICES**

6.1 Services shall be defined as the labor, supervision, materials, equipment, tools, transportation, services and expertise provided by Contractor to provide housing inspection services for the City, in accordance with the terms, conditions and specifications set forth in the Contract Documents.

6.2 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) the person executing this Agreement on behalf of Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

6.3 Contractor agrees and understands that: (i) any subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subcontractors for any of the work related to this Agreement shall be borne solely by Contractor.

#### **ARTICLE 7 - INDEPENDENT CONTRACTOR**

7.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances 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. Therefore, Contractor agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering services to the City under this Agreement.

#### **ARTICLE 8 - CONFLICTS OF INTEREST**

8.1 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

8.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional construction services on projects assigned to the Contractor, except as fully disclosed and approved by the City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

#### **ARTICLE 9 - DEFAULT**

9.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within five (5) business days after receiving Notice of Default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

#### **ARTICLE 10 - CITY'S TERMINATION RIGHTS**

10.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

#### **ARTICLE 11 - NOTICES**

11.1 All notices, demands, correspondence and communications between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To Contractor:                    Gold Tree Development Group, LLC  
    Attn: John Tanner, Jr., Registered Agent  
    6851 NW 19th Avenue,  
    Miami, FL 33147

To City:                            City of North Miami  
    Attn: City Manager  
    776 N.E. 125<sup>th</sup> Street  
    North Miami, Florida 33161

With a copy to:                    City Attorney  
    City of North Miami  
    776 N.E. 125<sup>th</sup> Street  
    North Miami, Florida 33161

11.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

11.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

#### **ARTICLE 12 - INDEMNIFICATION**

12.1 The Contractor shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Contractor, its officers, directors, agents, partners, subcontractors, employees and managers in the performance of the Services under this Agreement.

12.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

#### **ARTICLE 13 – INSURANCE**

13.1 Prior to the execution of this Agreement, the Contractor shall submit certificate(s) of insurance evidencing the required policy coverage with respect to the Services provided under this Agreement.

13.2 All insurance policies required from Contractor shall be written by a company with a Best rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida.

#### **ARTICLE 14 - PUBLIC RECORDS**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACTOR, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-893-6511, EXT. 12110.**

14.1 Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

14.2 Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

14.3 Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the 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, as may be amended or revised, or as otherwise provided by law.

14.4 Contractor shall 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 the contract term and following completion of this contract if the Contractor does not transfer the records to the City.

14.5 Upon completion of the Agreement, Contractor shall transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt for public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

#### **ARTICLE 15 - E-VERIFY**

By entering into this Contract, the Contractor is obligated to comply with the provisions of Section 448.095 of the Florida Statutes, as amended, titled "Verification of Employment Eligibility". The Contractor affirms it has registered and uses the E-verify system. This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective January 1, 2021 and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. A knowing violation of this requirement by the Contractor shall cause termination of the contract by the City. In the event of such termination the Contractor will not be awarded a City Contract for at least 1 year from the date of such termination. The Contractor will be liable for any additional costs incurred by the City because of such termination. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination and the Contractor may be liable for any additional costs incurred by the City resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection. In addition each Subcontractor hired by the Contractor must provide the Contractor with an Affidavit that the Subcontractor does not employ or contract with unauthorized aliens. The Contractor must retain required Subcontractor Affidavits on file for the term of this Contract. If the City has a good faith belief that the Contractor is in compliance with this Section but the Subcontractor has knowingly violated this Section the City shall promptly notify the Contractor to immediately terminate its contract with the Subcontractor. A termination of the Subcontractor's contract will not be deemed a breach of Contract by the Contractor. The City, the Contractor, or a Subcontractor may file a cause of action with a circuit or county court to challenge a termination under this Section no later than 20 calendar days after the date on which the contract was terminated.

## **ARTICLE 16 - MISCELLANEOUS PROVISIONS**

16.1 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 hereof, and no waiver shall be effective unless made in writing.

16.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

16.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

16.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

16.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

16.6 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

16.7 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

16.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

16.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

16.10 The professional Services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

16.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

16.12 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

16.13 All other terms, conditions and requirements contained in the Contract Documents, which have not been modified by this Agreement, shall remain in full force and effect.

16.14 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

*[The remainder of this page is intentionally left blank.]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

By: \_\_\_\_\_

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

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

Gold Tree Development Group, LLC, a Florida limited liability company:

**“Contractor”:**

By: \_\_\_\_\_

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

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

ATTEST:

City of North Miami, a Florida municipal corporation: **“City”**

By: \_\_\_\_\_

Vanessa Joseph, Esq.  
City Clerk

By: \_\_\_\_\_

Anna-Bo Emmanuel, Esq., FRA-RA  
Interim City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_

Jeff P. H. Cazeau  
City Attorney