

RESOLUTION No. 2008-112-799

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH KAUFFS OF MIAMI, INC., FOR TOWING SERVICES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City previously advertised for towing services, and

WHEREAS, all bids were rejected by the City Council and the City Council requested that the towing services bid be re-advertised, and

WHEREAS, City staff prepared specifications for this purpose on March 17, 2008, and

WHEREAS, three proposals were received in response to the bid from Kauffs of Miami, Inc., located in Opa Locka, Florida; MidTown Towing of Miami, Inc., located in Miami, Florida; and American Towing, Inc., located in Hialeah Gardens, Florida, and

WHEREAS, City staff evaluated the proposals and conducted appropriate site visits, and

WHEREAS, City staff has determined that Kauffs of Miami, Inc., should be awarded the bid based upon their ability to provide the services and their current equipment, and

WHEREAS, City staff is recommending that the City Council authorize the City Manager to execute an Agreement with Kauffs of Miami, Inc., for a three-year term,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORIZATION AND AWARD OF BID: The City Council of the City of Miami Gardens hereby awards a bid to Kauffs of Miami, Inc., for towing services, and authorizes the City Manager to negotiate and execute a three-year Agreement for this purpose.

Section 3. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON MAY 28, 2008.

ATTEST:

  
RONETTA TAYLOR, CMC, CITY CLERK

  
SHIRLEY GIBSON, MAYOR

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ.  
City Attorney

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Councilman Gilbert  
SECONDED BY: Councilwoman Pritchett

VOTE: 6-0

Mayor Shirley Gibson	<u>  X  </u> (Yes)	<u>    </u> (No)
Vice Mayor Barbara Watson	<u>  X  </u> (Yes)	<u>    </u> (No)
Councilman Melvin L. Bratton	<u>    </u> (Yes)	<u>    </u> (No) (not present)
Councilman Aaron Campbell Jr.	<u>  X  </u> (Yes)	<u>    </u> (No)
Councilman Oliver Gilbert, III	<u>  X  </u> (Yes)	<u>    </u> (No)
Councilwoman Sharon Pritchett	<u>  X  </u> (Yes)	<u>    </u> (No)
Councilman André Williams	<u>  X  </u> (Yes)	<u>    </u> (No)

# City of Miami Gardens

1515-200 NW 167<sup>th</sup> Street  
Miami Gardens, Florida 33169



Mayor Shirley Gibson  
Vice Mayor Barbara Watson  
Councilman Melvin L. Bratton  
Councilman Aaron Campbell Jr.  
Councilwoman Sharon Pritchett  
Councilman Oliver G. Gilbert III  
Councilman André Williams

## Agenda Cover Page

Date: **May 28, 2008**

Fiscal Impact: No **X** Yes

(If yes, explain in Staff Summary)

Funding Source: N/A

Contract/P.O. Requirement: Yes **X** No

Sponsor Name/Department:  
**Danny Crew, City Manager**

Public hearing

Ordinance

1st Reading  2nd Reading

Advertising requirement: Yes **X** No

RFP/RFQ/Bid # RFP#07-08-004(A) Re-Issue Towing  
and Storage of Vehicles plus Towing, Storage and  
Disposal of Abandoned Vehicles

Quasi-Judicial

Resolution **X**

## Title

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH KAUFFS OF MIAMI, INC., FOR TOWING SERVICES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

## Staff Summary

Staff previously advertised for towing services prior to the City establishing towing provisions. Council rejected the proposals and directed staff to re-advertise upon adoption of Ordinance #2008-08-144, establishing provisions for towing companies, providing non-consent towing and Resolution #2008-33-720 establishing non-consent towing rates in the City of Miami Gardens.

The Code Enforcement Department and the Police Department require services for the towing, storage and disposal of abandoned, unregistered and junked vehicles, trailers and boats that are in the right-a-way, streets, highways, public or private property throughout the City on an as needed basis.

## Analysis:

The Code Enforcement Department intends to have a company perform an initial City wide towing of all abandoned, unregistered and junked vehicles, trailers and boats which shall be completed within thirty calendar days. The department will then require towing, storage and disposal services as needed. The Police Department intends to have a company perform towing, storage and disposal services for vehicles involved in accidents, impounding and storage of vehicles involved in investigations on an as needed basis.

Staff prepared specifications with options to retain a primary and secondary company currently licensed to provide towing, storage and disposal of vehicles for an initial term contract of three years or award to two companies for rotation. The specifications also required the successful company to guarantee the City no less than 10% of the gross value of all tows. The RFP #07-08-004(A) advertised on March 17, 2008. A broadcast notice was sent to 159 suppliers. Ten proposal packages were requested. Three proposals were received from Kauffs of Miami, Inc. located in Opa Locka; MidTown Towing of Miami, Inc. located in Miami and American Towing, Inc. located in Hialeah Gardens.

An evaluation committee consisting of Carmen Quinn, Director of Code Enforcement; Chris Steer, Assistant City Manager; and Captain Machurick evaluated the proposals in accordance with the criteria. The committee met and directed the Procurement Manager to obtain clarifications and answer concerns regarding the proposals submitted by American Towing and Midtown Towing. A site visit was conducted to inspect the facilities, towing vehicles and equipment of the companies for compliance with the City's requirements. A second evaluation committee meeting was held to discuss the responses regarding the requested clarifications and to evaluate the evidence of equipment, vehicles and storage facilities based on the site visit. It was determined that American Towing Inc. did not meet the City's requirement of a minimum of four Class A wreckers available for the City at all times. Per their clarifications they will have two Class A wreckers available for the City. It was also determined that Midtown Towing Inc.'s facility designated for the City does not have the required hoist needed for police investigations.

A copy of the proposal document, proposal submittals, committee meeting minutes, responses to requests for clarifications and site inspection check lists are available at the assistant to the mayor and council's office for review. The evaluation ranking sheet is attached as Exhibit "A".

**Recommendation:**

Inasmuch as two of the companies do not meet all of the City's requirements, it is recommended that the City Council approve the attached resolution authorizing the City Manager to execute an agreement with Kauffs of Miami, Inc. for a term contract of three years for the services of towing and storage of vehicles plus towing, storage and disposal of abandoned vehicles.

**CITY OF MIAMI GARDENS  
PROCUREMENT DEPARTMENT**

**EVALUATION RANKING SHEET**

**004(A) Re-issue Towing and Storage of Vehicles plus Towing, Storage and Disposal of Abandoned Vehicles  
April 10, 2008 @ 2:00 p.m. 2<sup>nd</sup> meeting 5/6/08**

**Evaluator, I certify that I have no conflict of interest**

**Dated:** \_\_\_\_\_

The following documents were required in addition to all documents requiring signatures to be submitted with proposal:

- \_\_\_\_\_ ; List of current contracts
- \_\_\_\_\_ , Insurance Certificate meeting minimum requirements
- \_\_\_\_\_ r of personnel at office location

\_\_\_\_\_ e & class  
 \_\_\_\_\_ rivers (full & part time) dispatchers and administrative personnel  
 \_\_\_\_\_ e surety

_____	Evidence of equipment, vehicles, & storage facility (max. 75 pts.)	Cost towing City-owned vehicles & rate structure for towing (45 max. pts.)	Guarantee percentage of gross value (max. 60 pts.)	One time cost for City wide tow of abandoned property (max. 45 pts.)	References (max. 15 pts.)	Company located in CMG (max. 15 pts.)	Total (max. 315 pts.)
28	18	45	54	40	13		198
60	75	45	54	40	14		288
50	40	30	60	40	14		234

\_\_\_\_\_ ss for additional towing vehicles at accidents these costs were not included in the City's resolution establishing towing rates

**CITY OF MIAMI GARDENS  
TOWING AGREEMENT**

THIS AGREEMENT is made and entered into this 28<sup>TH</sup> day of MAY, 2008, by and between the City of Miami Gardens, a Florida municipal corporation (hereinafter referred to as "City"), and Kauffs of Miami, Inc. authorized to do business in the State of Florida, (hereinafter referred to as "Company" and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the City advertised a Request for Proposals ("RFP") on March 17, 2008, and

WHEREAS, Company submitted a Proposal dated April 10, 2008, in response to the City's request, and

WHEREAS, at a meeting held on May 28, 2008, the City Council selected the Company and agreed to enter into an Agreement with Company to perform the services described in the RFP and Company's Proposal submitted in response to the RFP ("Services"),

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1      Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

- (i)      Specifications and Proposal Documents prepared by the City for Towing RFP#07-08-004(a) (Exhibit 1).
- (ii)     Proposal for the City of Miami Gardens prepared by Company dated April 10, 2008(Exhibit 2).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

- A.      This Agreement
- B.      Exhibit 1
- C.      Exhibit 2

## Article 2      Scope of Work

A. Company agrees to provide the Services (hereinafter inclusively referred to as the "Services") as specifically described, and under the special terms and conditions set forth in Exhibit 1 and Exhibit 2.

B. Company represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services: (ii) it is not delinquent in the payment of any sums due the City: (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each: and (iv) the Services will be performed in the manner described in Exhibit 1.

## Article 3      Qualifications

Company and the individual executing this Agreement on behalf of the Company warrant to the City that the Company is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and the County of Miami-Dade to perform the work herein described. Company acknowledges that due to the nature of this contract, that Company must take all necessary precautions to avoid accidents and shall comply with all local, state and federal regulations that apply. Company shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

## Article 4      Fees

Company shall submit monthly payments equaling 10 percent (10%) "(Fee)" of the gross value of the tows for the previous month to the City of Miami Gardens, Attn: Finance Department, 1515 NW 167<sup>th</sup> Street, Suite 200, Miami Gardens, FL 33169. All payments shall be accompanied by reports to be submitted by the Company as per Article 5 of this Agreement. No amounts for overhead or other expenses shall be deducted from payments to be made to the City. All payments shall be made by the seventh (7) calendar day from the end of the previous month. All payments shall include sufficient supporting documentation and contain sufficient detail, to allow a proper audit of charges, should the City require one to be performed.

In the event the Company fails to pay any of the fees required to be paid under the provisions of this Agreement within ten (10) days after they become due, interest at the rate of 1.5% per month shall accrue against the delinquent payment(s) from due date until same are paid. Implementation of this provision shall not preclude the City from terminating this Agreement for default in the payment of rentals, fees or charges or from enforcing any other provisions contained herein.

Article 5      Reports

A.      The Company shall maintain during the term of this Agreement all books of accounts and records of gross revenues earned, hereinafter referred to as "Records." Records shall be in conformity with generally accepted accounting principles, and kept for such period of time thereafter as provided herein unless otherwise approved by the City. All such records shall be kept at all times within Miami-Dade County. The City Finance Department, the external auditing firm of the City, and all appropriate State and Federal auditing personnel shall be permitted to audit and examine all such records relating to this Agreement, without limitation as to time or frequency. The Company shall be required to maintain such records for a minimum of three (3) years after termination of this Contract.

B.      The Company shall, at its expense, within ninety (90) days of each anniversary of the execution of this Agreement, submit to the City an audited report, prepared and attested to by an Independent Certified Public Accountant, as to the correct gross amount receivable for the Company's operations under this Agreement. Said report shall be prepared in conformance with the American Institute of Certified Public Accountants' requirements for special reports. The first such report shall contain twelve (12) full calendar months of operation and any fraction of the first month. The last such report shall include the last day of operation.

If the Company fails to submit the annual report as required above, the Company will be given ten (10) days' opportunity to cure. After the time for an opportunity to cure has passed, the City may hire an Independent Certified Public Accountant to prepare the annual audit. The Company will be responsible for reimbursing the City for all costs incurred to complete said audit.

C.      On or before the 20th day of each calendar month throughout the term of this Agreement or any extension thereof, the Company shall furnish to the City a report of gross billings, net billings and collections during the preceding calendar month. This report shall be in the form prescribed by the City and signed by the Company certifying the accuracy of such gross revenues. At a minimum, the report will contain the following information:

- 1) Monthly gross sales and billings
- 2) Percentage fee due to the City, when applicable
- 3) Year-to-date (Contract year) information for all of the above-mentioned items.

The parties may agree on changes to the reporting requirements, as may be reasonably necessary based on existing operations by the Company.

- D. Prior to commencement of operations under this Agreement, the Company shall secure in writing from the City approval of all records to be used for the purpose of temporarily or permanently recording the operations of the Company under this Agreement.
- E. For the purposes of the administration of this Agreement, the following shall apply: The City Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the City may reasonably require regarding the administration of this Contract should be addressed to the City Manager.
- F. The Company shall submit all payments and submit an original copy of all related financial reports required by this Article to the following, or to any other place as may be designated from time to time by the City to the attention of the City Manager.

#### Article 6      Acceptance of Services by the City

The Services shall be provided to the City in strict accordance with the specifications. If Services do not meet specifications, the Company shall pay all associated fees or costs collected to the City.

#### Article 7      Term

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect for a period of three (3) years from June 15, 2008 through June 16, 2011, or until terminated by the City as herein set forth. The City, at its sole discretion, has the option of renewing this Agreement for any additional one (1) year period(s) not to exceed five (5) years on a year-to-year basis. Continuation of this Agreement beyond the initial three-year period is a prerogative of the City, and not a right of the Company. This prerogative will only be exercised when such continuation is clearly in the best interest of the City. Should the City exercise its option to renew, it shall be only for the Services (as defined within) agreed to in this Agreement.

## Article 8      Audit and Inspection Rights

The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by the Company under this Agreement, audit, or cause to be audited, those books and records of Company which are related to Company's performance under this Agreement. Company agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

The City may, at reasonable times during the term hereof, inspect Company's facilities and perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Company under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Company shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections shall be subject to, and made in accordance with, the provisions of the Miami-Dade County Code as same may be amended or supplemented, from time to time.

## Article 9      Certificate of Competency

The Company shall, at all time of executing this Agreement, hold a valid certificate of competency for Towing Services issued by the Federal, State, or County examining board qualifying said person, firm, corporation or joint venture to perform the work proposed. If a subcontractor(s) is employed, an applicable certificate of competency or license issued to the subcontractor(s) shall be submitted along with the Company's certificate prior to the starting of work; provided, however, that the City may, at its sole option and in its best interest, allow the Company to supply the certificate to the City during the first week of work.

## Article 10      Indemnification

Company shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Company or its employees, agents, servants, partners, principals or subcontractors. Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Company expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Company shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

#### Article 11    Insurance

Company shall provide and maintain general liability insurance coverage, for personal injury and property damage in the minimum amount of One Million (\$1,000,000.00) Dollars, per incident, for personal injury, and One Million (\$1,000,000.00) Dollars, per incident, for property damage.

Company shall be required to provide and maintain, during the life of the Agreement, comprehensive automobile liability insurance coverage for bodily injury and property damage in the minimum amount of \$1,000,000.00 or each occurrence and \$1,000,000.00 combined single limit.

Company shall also be required to provide and maintain, during the life of the Agreement, garage keepers liability insurance coverage in the amount of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate.

Such liability policy of insurance shall designate the CITY as an additional insured and Company shall deliver a fully effective certificate to that effect, evidencing no less than thirty (30) day cancellation power.

Company shall also provide CITY with proof that Company has workers' compensation insurance in an amount, which satisfies the requirements of Florida Law, for any employee of the Company.

Company shall not commence work pursuant to this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the CITY.

#### Article 12    Termination

The City may, for its convenience and without cause, terminate this Agreement by giving Company written notice at least thirty (30) days prior to the effective date of the termination. Upon written notice of the termination, Company shall provide only those services and incur only those expenses specifically approved or directed in writing by the City Manager.

The City may, terminate this Agreement for cause immediately, and shall provide notice as soon as possible to Company.

Company may terminate this Agreement by giving the City at least thirty (30) days prior to the effective date of termination.

In the event of termination or expiration of this Agreement, Company and City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from Company to the City or to any other person or entity the City may designate, and to maintain during such period of transition that same services provide to the City pursuant to the terms of this Agreement.

Company will take all reasonable and necessary actions to transfer all records, etc. and data of the City in its possession in an orderly fashion to either the City or its designee in a hard copy and computer format.

If either party terminates this Agreement, the City shall only pay Company for the services provided through the date of termination.

#### Article 13    Modification/Amendment

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

No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

#### Article 14    Severability

If any term or provision of this Agreement shall to any extent be held invalid, or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

#### Article 15    Governing Law

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

#### Article 16    Waiver

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.

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Company of the same, or any other provision or the enforcement thereof. The City's consent to or approval of any act by Company requiring the City's consent or approval shall not be deemed to render unnecessary the obtaining of the City's consent to or approval of any subsequent consent or approval of Company, whether or not similar to the act so consented to or approved.

#### Article 17     Notices/Authorized Representatives

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 mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

City:  
Danny Crew, City Manager  
City of Miami Gardens  
1515 NW 167<sup>th</sup> Street #200  
Miami Gardens, FL 33169

Company:  
Francis Russell  
Kauff's of Miami, Inc.  
2435 Ali Baba Avenue  
Opa Locka, FL. 33054

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 herein.

#### Article 18     Independent Contractor

Company is and shall remain an independent contractor and is not an employee or agent of the City. Services provided by Company shall be by employees of Company 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 City.

Company 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 Company. The rights granted to Company hereunder are nonexclusive, and the City reserves the right to enter into agreements with other persons or firms to perform services including those hereunder.

Article 19    Assignment

This Agreement shall not be assignable by Company.

Article 20    Prohibition Against Contingent Fees

Company warrants that it has no employees or retained any Company or person, other than a bona fide employee working solely for Company, 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 Company, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 21    Attorneys Fees

Should any dispute arise hereunder, the City shall be entitled to recover against the Company all costs, expenses and attorney's fees incurred by the City in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions.

Article 22    Non-Discrimination

Company agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, the Americans with the Disabilities Act of 1990, the Age Discrimination Act of 1975. Company will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/family status or status with regard to public assistance. Company will take affirmative action to insure that all employment practices are free from such discrimination.

Article 23    Conflict of Interest

Company agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest Ordinance Section 2-11.11, as amended, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 24    Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 25    Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 26    Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 27    Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 28    Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 29    Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

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

**CITY OF MIAMI GARDENS**

Shirley Gibson      5/29/2008  
Shirley Gibson, Mayor      Date

**ATTEST:**

Ronetta Taylor  
City Clerk  
Ronetta Taylor, CMC

M. Butnill  
Witness

Print name: MARIO BETAELLE

Deborah Sasser  
Witness

Print name: DEBORAH S. SASSER

**CONTRACTOR**

[Signature]  
Signature

Print name: F. GEORGEY RUSSELL  
PRESIDENT

**APPROVED AS TO FORM:**

[Signature]  
City Attorney