

**CITY OF PAHOKEE AGREEMENT FOR PROFESSIONAL SERVICES**

**Piggyback City of Lake Worth Beach Request for Proposal  
(RFP) #22-204**

**Building Department Inspection, Plan Review, Code Enforcement Inspections and  
Building Official Services for Community Sustainability Department**

This Agreement is made this \_\_\_\_\_ day of March 2026, between the City of Pahokee, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 207 Begonia Dr, Pahokee, Florida 33476 (the "**City**"), and C.A.P. Government, Inc., whose address is 1910 N. Florida Mango Rd., West Palm Beach, FL 33409 (the "**Consultant**").

**WITNESSETH**

**WHEREAS**, the City is in need of a consultant for building department inspections, plan review, code enforcement, and building official services for the City; and

**WHEREAS**, Lake Worth Beach, through its competitive selection process, awarded a Contract for building department inspections, plan review, code enforcement inspections and building official services ("Contract" hereafter) to the Consultant for substantially the same services sought by the City; and

**WHEREAS**, the City requested and the Consultant has agreed to honor the terms and pricing of the October 15, 2025 amended Contract; and

**WHEREAS**, the City desires to accept Consultant's pricing by piggy-backing the Contract including all amended terms, conditions and pricing therein; and

**WHEREAS**, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

**NOW THEREFORE**, in consideration of the mutual covenants set forth in this

Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

**Section 1. Term.** The term of this Agreement shall begin on the date that it is fully executed and shall be for an initial term of three (3) years unless earlier terminated as stated herein. This Agreement may be extended by written amendment signed by both parties for additional two (2) one (1) year terms.

**Section 2. Contract Terms.** The Consultant agrees to provide the City with building department inspections, plan review, code enforcement inspections and building official services in accordance with the City's requirements as set forth herein and the Standard Contract between Lake Worth Beach and the Consultant dated on or about September 15, 2022 (the "Contract"), attached hereto and incorporated herein as Exhibit "A". The exhibits are incorporated into this Agreement for all purposes and are collectively referred to as the "Contract Documents" and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be this: Agreement, the Lake Worth Beach Contract and the Consultant's accepted proposal.

**Section 3. Scope of Work**

The following provisions are included:

A. City shall pay Consultant no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices that have already made a part of the Contract Documents, the Consultant shall submit

a detailed written proposal to the authorized City representative before providing any such services. For these purposes, Tammy Bussey, (Interim City Manager) or subsequent City Manager. The Interim City Manager shall be the City Representative and may be reached at (561) 924-5534 Ext. 2013.

B. If permits are required, Consultant shall submit complete and accurate permit applications to all applicable permitting agencies within ten workdays of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The City of Pahokee shall be substituted for Lake Worth Beach with regard to any and all provisions of the Lake Worth Beach Contract, the RFP, and the Consultant's bid, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Consultant made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

D. Consultant shall not commence work on the Project unless and until the requirements for insurance have been fully met by Consultant and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

**Section 4. Assignment.** Neither party may assign its rights or obligations under this Agreement without the consent of the other.

**Section 5. Notice.** Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Tammy Bussey, Interim City Manager  
City of Pahokee  
207 Begonia Dr  
Pahokee, Florida 33476

Copy To: Burnadette Norris-Weeks, P.A.  
City Attorney  
Burnadette Norris-Weeks, P.A.  
401 NW 7<sup>th</sup> Avenue  
Fort Lauderdale, Florida 33311

For Consultant: Carlos Penin, President  
C.A.P. Government, Inc.  
1910 N. Florida Mango Rd.  
West Palm Beach, FL 33409

**Section 6. Severability.** This Agreement sets forth the entire agreement between Consultant and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

**Section 7. E-Verify.** In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561) 924-5534 ext. 2006, email: [cityclerk@cityofpahokee.com](mailto:cityclerk@cityofpahokee.com) OR BY MAIL: City of Pahokee – City Clerk's Office, 207 Begonia Dr, Pahokee, FL, 33476.**

**IN WITNESS WHEREOF**, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**CITY: City of Pahokee**

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

Tammy Bussey, Interim City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF  
AND RELIANCE BY THE CITY OF PAHOKEE ONLY:

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

City Attorney  
Burnadette Norris-Weeks, P.A.

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

Nylene Clarke, City Clerk

**CONSULTANT:  
C.A.P. Government, Inc.**

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

\_\_\_\_\_

PRINT NAME

\_\_\_\_\_

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

\_\_\_\_\_

TITLE

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

**EXHIBIT "A"**