



City of Pembroke Pines

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
MILLER, LEGG & ASSOCIATES, INC. D/B/A MILLER LEGG**

THIS AMENDMENT (“First Amendment”), dated _____, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

MILLER, LEGG & ASSOCIATES, INC. D/B/A MILLER LEGG, a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **13680 NW 5th Street, Suite #200, Sunrise, FL 33325**, hereinafter referred to as "CONSULTANT". “CITY” and “CONSULTANT” may hereinafter be referred to collectively as the "Parties" and individually as a “Party”.

WHEREAS, on **June 24, 2025**, the Parties entered into an Agreement (“Original Agreement”) for the provision of professional environmental and support services on an as needed basis, for an initial **four (4) year** period, expiring on **June 23, 2029**; and,

WHEREAS, the CITY has determined that an increase in the annual compensation amount is necessary to accommodate additional environmental permitting, mitigation, regulatory compliance, and related support services on an as-needed basis; and,

WHEREAS, the Parties desire to increase the annual compensation amount under the Original Agreement by \$60,000.00, thereby increasing the annual compensation amount from \$200,000.00 to \$260,000.00, to provide funding for such additional services, as set forth in this First Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Section 4.1 of the Original Agreement is hereby revised and amended as set forth below:



4.1 CITY agrees to compensate CONSULTANT pursuant to the fees schedule listed in **Exhibit “B”**, attached hereto and made a part hereof. The total annual compensation amount shall not exceed **TWO HUNDRED SIXTY THOUSAND DOLLARS AND 00/100 CENTS (\$260,000.00)**.

SECTION 3. Public Entity Crimes. Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.133(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this First Amendment, the CONSULTANT represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

SECTION 4. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this First Amendment, the CONSULTANT represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 5. Human Trafficking. Pursuant to Section 787.06(14), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this First Amendment and submitting the executed required affidavit, the CONSULTANT represents and warrants that it does not use coercion for labor or services as provided by state law.

SECTION 6. Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.



City of Pembroke Pines

By entering into this First Amendment, CONSULTANT certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this First Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

SECTION 7. Compliance with Foreign Entity Laws. CONSULTANT (“Entity”) hereby attests under penalty of perjury the following:

- 7.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: Section 287.138(2)(a), Florida Statutes);
- 7.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: Section 287.138(2)(b), Florida Statutes);
- 7.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- 7.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: Section 288.007(2), Florida Statutes);
- 7.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: Section 692.202(5)(a)(1), Florida Statutes); and,
- 7.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

SECTION 8. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 9. The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.

SECTION 10. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.

SECTION 11. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all



City of Pembroke Pines

provisions contained in this First Amendment.

SECTION 12. This First Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

**SIGNATURE PAGE AND
AFFIDAVIT OF COMPLIANCE WITH
HUMAN TRAFFICKING LAWS FOLLOW**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

BY: _____

Print Name: _____
OFFICE OF THE CITY ATTORNEY

MAYOR ANGELO CASTILLO

ATTEST:

BY: _____

CHARLES F. DODGE, CITY MANAGER

GABRIEL FERNANDEZ, CITY CLERK

CONSULTANT:

MILLER, LEGG & ASSOCIATES, INC.

Signed By: ^{Signed by:}  _____
B1715C3B45BA4BE...

Printed Name: Dylan Larson _____

Title: Vice President _____

Date Signed: June 8, 2026 _____



City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: June 8, 2026

ENTITY: Miller Legg & Associates, Inc d/b/a Miller Legg

SIGNED BY: ^{Signed by:} Dylan Larson
B1715C3B45BA4BE...

NAME: Dylan Larson

TITLE: Vice President