

EVENT SERVICE AGREEMENT

Name/Contact:

City of Pembroke Pines / Francie Novo

Date/Time:

Saturday, December 6, 2025 / 4:00pm to 8:00pm

Requested Snow Ready Time Before: 3:30pm

AGREEMENT

This agreement dated _____, is entered into by and between the City of Pembroke Pines, hereinafter referred to as "CLIENT" and Birchmore Group, Inc. located at 4595 Parkbreeze Court, Orlando, Florida 32808, hereinafter referred as "CONTRACTOR", witnesseth:

EVENT LOCATION, ADDRESS & PHONE NUMBER

Charles F. Dodge City Center

601 City Center Way

Pembroke Pines, FL 33025

fnovo@ppines.com

Onsite Contact: Francie Novo /954-804-4768

PRODUCTION PACKAGE

Items	Qty	Hours	Days	Rate	Total
9'8" Tall Dual Lane Slide including 16 Tons of Snow, tubes/sleds	1	4p-8p	1	7740	\$7740.00
Slide Labor and Delivery	1	-----	1	1850	\$1850.00
SUBTOTAL					\$9590.00
Snow Play Area (Priced Per Ton)	38	-----	----	390	\$14820.00
Snow Blowing Labor and Delivery	1	-----	1	1800	\$1800.00
SUBTOTAL					\$16620.00
GRAND TOTAL					\$26,210.00

TERMS & DEPOSIT

Performance of this Agreement shall be excused for reasons of labor disputes, strikes or picketing, accidents, weather, government (federal, state or local) requisitions, restrictions upon travel, transportation, power failure or other causes, whether enumerated herein or not, which are beyond the control of the Producer.

- 50% Advance Deposit \$13,105.00 or PO# immediately to secure date
- Final Payment \$13,105.00 will be sent after the completion of the event on 12/6/25.

PAYMENT

Make check payable to Birchmore Group, Inc. in US funds only. A \$50.00 fee will be charged for all returned checks. ~~A finance charge of 1.5% per month will be applied to all accounts with a balance 10 days past due.~~ All fees incurred in collecting a past due account will be the responsibility of the purchaser. Accounts over 30 days past due may be put on credit hold. Accounts over 60 days past due will be referred for collection and the account status may be terminated.

CONFIRMATION

The Client's official agenda item and signed resolution is required to secure and guarantee use of the program. The entire amount of that deposit along with any advanced deposits will be credited toward the final bill at the completion of the event.

CANCELLATION

Due to the unique seasonal nature and high demand of our services, the following cancellation policy will be in effect if written notification is received by certified mail...

*60-45 days prior to event - 50% of advance deposit returned

*No refund will apply if notification is made within 45 days of the event.

INSURANCE

We will provide a comprehensive commercial general liability policy in the amount of 1,000,000.00 per occurrence, 2,000,000 (General Aggregate). ~~Should you require a custom certificate with your company name, the cost is an additional \$175.00 to the contract amount.~~

HOLD HARMLESS

~~This agreement is made upon the express condition that Birchmore Group, Inc., its agents and employee(s) shall be free from all liabilities and claims for damages and/or suits for or by reason of injury, or death to any person or property of the signee, signee's company, venue of event(s), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by the signee in connection herewith, and the signee hereby covenants and agrees to indemnify, defend, save and hold harmless Birchmore Group, Inc., its agents, subcontractors and employee(s) from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.~~

SPECIAL PROVISIONS

- No State inspection is required for slides, however perimeter fencing will have to be set in place. PLEASE REVIEW SNOW SLIDE attachment to ensure you are compliant with the PERIMETER SAFETY BARRIER FOR SNOW SLIDE RENTALS. Client will need appx 250 linear feet of protective barrier around entire slide perimeter for each DUAL SLIDE.
- We **DO NOT** provide staffing for snow services other than our snow blowing crew. Staffing is the responsibility of the client. For Snow Slides, client will need 4 to 6 staff at all times to manage the Dual Slide. Should you need professional crowd control assistance with staffing, please contact: <http://www.andyfrain.com> or <https://csc-usa.com>
- Client to provide 20 standard Bales (34"x19"x15") for the Dual Slide landing area. (*We recommend putting garbage bags around hay so they don't saturate with water and become a mess after your event!*). Birchmore crew will place them onsite.
- For snow play area, we recommend using a [steel "bow style" RAKE](#) to sift the snow every 15-20 minutes to ensure fluffy snow. Snow will harden in temperatures above 32 degrees. You can use Haybales around the perimeter of the snow play area to insulate the ice, keeping it cold. The area of the snow based on the order is 40'x50' at 1' depth.
- Snow blowing requires close access to designated area, a maximum of 15' distance is required for trucks and blower. Our blower and refrigerated trucks must have close access to each other. This footprint is 60 linear feet;

- We are not responsible for any breaks in concrete, yard damage, sprinklers, etc that may occur based on client preferred location.
- Snow Blowing relies heavily on high velocity mechanical equipment including blades, belts and pistons. In the event of a mechanical issue we will refund for any snow not blown at your event or reschedule a mutually agreed upon date.
- Snow Services is "blow snow and go" and we do not stay onsite to blow snow continuously through designated event time(s);
- This agreement is for snow blowing only. This contract does NOT include crowd control barriers, set pieces, décor, scenic, games, production design or program management. This is sole responsibility of client;
- Client will compensate Birchmore Group at true cost for any additional labor fees, specialty hoses or trucking based on venue limitations, access, placement and/or load-in/out;
- Client agrees to provide a footprint for the Dual Snow Slide of 100' x 25' for each Dual Slide, 45'x55' Area for the Snow Play area. Should we not be able to provide the rental of the slide or blow snow due to required footprint; Birchmore Group will still be compensated 100% of contract rate due to expenses.

OTHER

- Due to the high demand and seasonal nature of this service, storage costs, transport and labor, this event is to be paid 100% rain or shine, even if your event cancels due to inclement weather. An inclement weather event can be rescheduled on a mutually agreed upon date if cancelled within 24 hours. Due to expenses, we can only offer a maximum of two rescheduled dates within 60 days of contracted date. Client is responsible for a \$250 storage fee for ice per week until event is complete.
- VENDOR CERTIFIES THAT THEY WILL COMPLY WITH ALL LAWFUL REGULATIONS, PROVIDE SERVICES IN ACCORDANCE WITH INDUSTRY SAFETY STANDARDS, AND INDEMNIFY THE CITY OF PEMBROKE PINES.

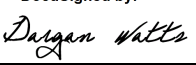
The undersigned acknowledges that s/he, they has/have read and understand(s) this event contract. Please sign and return one copy via email to: comptroller@birchmore.com.

Signatures:

Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

Date: _____

By:

DocuSigned by:


ECB7992E40A740B
Birchmore Group, Inc.
4595 Parkbreeze Court
Orlando, Florida 32808
FIN #: 59-3523964

Date: September 3, 2025

Contract: PP1265



Florida Snow Services
A BIRCHMORE GROUP COMPANY

SNOW SLIDE RECOMMENDATIONS FOR SET UP AND OPERATIONS FOR SNOW SLIDE CLIENTS

FENCING/SAFETY BARRIER

For Snow Slides you will need to provide a complete perimeter fence around snow slide attraction. This can be inexpensive Mesh Fencing from Home Depot/Lowes, bike rack or barricades. The barrier must block anyone from easily walking onto landing area and struck by a sledder. You will need appx 150 linear feet of protective barrier. Also if you are expecting large crowds we recommend using dividers to help with a line queue. Photo Samples are below. 2nd Row Photos show fencing around back/entire slide perimeter.



MESH FENCING



BIKE RACK



PVC FENCING/BARRICADE



CONTINUED

PERSONNEL FOR SLIDES

For all snow slides clients are required to provide their own staffing/personnel to assist in line queue, managing crowd flow and assist with launching sledders down the slides. A minimum of four (4) staff should be stationed at the following locations: One (1) at the exit (to prevent anyone from entering the landing area). One (1) at the landing area to assist participants off the landing area help maintenance snow if needed. Two (2) at top of the platform to assist in launching participants down the slide. Though not required, we recommend one or two staff to retrieve sleds and bring them to the line queue and one staffer at the bottom of the steps of snow slide to manage crowd flow. Also, we recommend a floater to break staff at different positions. These recommendations are to assist clients in maintaining the optimum crowd flow for best participant experience. Also, since safety is of utmost concern...NEVER, EVER let unauthorized persons enter the landing area while the slide is active. We recommend also posting signs, saying "Do Not Enter" around the perimeter to ensure safety. Please see photo examples below regarding staffing positions. Should you need professional crowd control assistance with staffing, please contact: <http://www.andyfrain.com> or <https://csc-usa.com>



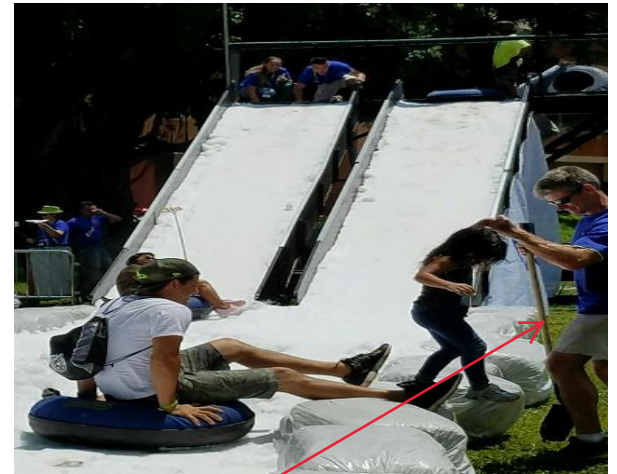
Two Staff at Launch Area



One Staffer at Exit Area



Staffer assisting with line and tube retrieval



Staffer at landing area



Florida Snow Services
A BIRCHMORE GROUP COMPANY



Addendum to Birchmore Group, Inc. Event Service Agreement

This ADDENDUM ("Addendum") dated _____, is entered into by and between the **City of Pembroke Pines**, a Florida municipal corporation located at **601 City Center Way, Pembroke Pines, FL 33025** ("CLIENT"), and **Birchmore Group, Inc.**, a Florida Profit Corporation with a principal address of **4945 Parkbreeze Court, Orlando, FL 32808** ("CONTRACTOR"). The CLIENT and CONTRACTOR shall be collectively referred to herein as the "Parties" and individually as a "Party". The Birchmore Group, Inc. Event Service Agreement and this Addendum shall be collectively referred to herein as the "Agreement".

1. **Payment Terms.** All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. The CLIENT shall not be subject to late charges for past due amounts in excess of one percent (1%) as provided for in §218.74, Florida Statutes. Prices applicable to CLIENT do not include applicable state and local sales, use and related taxes. The CLIENT is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request, CLIENT will provide CONTRACTOR with proof of tax-exempt status.

2. **Public Records.** The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. CONTRACTOR shall comply with Florida's Public Records Law. Specifically, CONTRACTOR shall:
 - 2.1 Keep and maintain public records required by the CLIENT to perform the service;

 - 2.2 Upon request from the CLIENT's custodian of public records, provide the CLIENT 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, or as otherwise provided by law;

 - 2.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after CONTRACTOR transfers the records in its possession to the CONTRACTOR; and

 - 2.4 Upon completion of the Agreement, CONTRACTOR shall transfer to the CLIENT, at no cost to the CLIENT, all public records in CONTRACTOR's possession. All records stored electronically by CONTRACTOR must be provided to the CLIENT, upon request from the CLIENT's custodian of public records, in a format that is compatible with the information technology systems of the CLIENT.

 - 2.5 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a default and breach of the Agreement, for which, the CLIENT may terminate the Agreement in accordance with the terms herein.



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IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
drogers@ppines.com**

3. **Scrutinized Companies.** CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or are engaged in business operations with Syria. In accordance with §287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

3.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

3.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

3.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to §215.473, Florida Statutes; or

3.2.2 Is engaged in business operations in Syria.

4. **Indemnification.**

4.1 Pursuant to Section 725.06, Florida Statutes, the Parties agree that one hundred percent (100%) of the total compensation paid to CONTRACTOR for the work under this Agreement shall constitute specific consideration to CONTRACTOR for the indemnification to be provided under this Agreement. CONTRACTOR shall indemnify and hold harmless the CLIENT, its trustees, elected and appointed officers, agents, servants, assigns, employees, consultants, separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including



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paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CLIENT arising out of or resulting from performance of the services pursuant to this Agreement and/or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

- 4.2 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
 - 4.3 CLIENT reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.
 - 4.4 Nothing contained herein is intended nor shall be construed to waive CLIENT's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.
5. **Insurance.** The CONTRACTOR expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CLIENT or its officers, employees, agents and instrumentalities as herein provided.
- 5.1 CONTRACTOR AND ALL SUBCONTRACTORS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until the CONTRACTOR has obtained all insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms must be agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines, nor shall any SUBCONTRACTOR be allowed to commence work under this AGREEMENT until the SUBCONTRACTOR complies with the Insurance requirements required by this Insurance Section, including the duty to purchase a Policy of Insurance which names the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms are agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines.
 - 5.2 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CLIENT's Risk Manager prior to the commencement of the Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.
 - 5.3 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CLIENT in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.



City of Pembroke Pines

5.4 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CLIENT. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of the Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to the Agreement unless all required insurance remains in full force and effect. The CONTRACTOR shall be liable to the CLIENT for any lapses in service resulting from a gap in insurance coverage.

5.5 **REQUIRED INSURANCE.** The CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to the Agreement:

Yes No

✓ ☐ 5.5.1 **Comprehensive General Liability Insurance** written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

Each Occurrence Limit - \$1,000,000

Fire Damage Limit (Damage to rented premises) - \$100,000

Personal & Advertising Injury Limit - \$1,000,000

General Aggregate Limit - \$2,000,000

Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CLIENT's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

✓ ☐ 5.5.2 **Workers' Compensation and Employers' Liability Insurance** covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with the Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:



City of Pembroke Pines

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If the CONTRACTOR claims to be exempt from this requirement, the CONTRACTOR shall provide the CLIENT proof of such exemption for the CLIENT to exempt the CONTRACTOR.

Yes No

✓ ☐ **5.5.3 Comprehensive Auto Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of work under the Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under the Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

5.6 REQUIRED ENDORSEMENTS.

5.6.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.

5.6.2 Waiver of all Rights of Subrogation against the CLIENT.

5.6.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CLIENT.

5.6.4 CONTRACTOR's policies shall be Primary & Non-Contributory.

5.6.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CLIENT.

5.6.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property as their interest may appear.

5.7 Any and all insurance required of the CONTRACTOR pursuant to the Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CLIENT as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to the CLIENT. The CONTRACTOR and any subcontractors shall maintain such policies during the term of the Agreement.



City of Pembroke Pines

- 5.8 The CLIENT reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under the Agreement.
- 5.9 The insurance requirements specified in the Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of the Agreement.
6. **Employment Eligibility.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.
 - 6.1 **Definitions for this Section:**
 - 6.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.
 - 6.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.
 - 6.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
 - 6.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
 - 6.2 **Registration Requirement; Termination:** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:
 - 6.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
 - 6.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
 - 6.2.3 The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This



includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will 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. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. 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 (1) year after the date of termination.

7. **Compliance with Statutes.** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable.
8. **Conflict.** In the event of any conflict or ambiguity by and between the terms and provisions of the Birchmore Group, Inc. Event Service Agreement and this Addendum, the Parties agree the terms and provisions contained in this Addendum shall control to the extent of any such conflict or ambiguity
9. **Counterparts and Execution.** This Agreement 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 Agreement 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.
10. **Discriminatory Vendor List.** Pursuant to Section 287.134(2)(a), Fla. Stat., as maybe amended from time to time, 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 Agreement, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.
11. **Human Trafficking.** Pursuant to Section 787.06(13), Fla. Stat., as may be amended from time to time, non-governmental agencies contracting with CLIENT are required to provide



City of Pembroke Pines

an affidavit attesting that the non-governmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Agreement and submitting the executed required affidavit, the CONTRACTOR represents and warrants that it does not use coercion for labor or services as provided by state law.

12. **Antitrust Violations.** Pursuant to Section 287.137, Florida Statutes, as may be amended from time to time, 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. By entering this Agreement, CONTRACTOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the CLIENT consistent with Section 287.137, Florida Statutes, as amended.
13. **Compliance with Foreign Entity Laws.** CONTRACTOR ("Entity") hereby attests under penalty of perjury the following:
 - 13.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);
 - 13.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
 - 13.3 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);
 - 13.4 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: § 288.007(2), Florida Statutes);
 - 13.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,
 - 13.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

**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.

CLIENT:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

Print Name: _____
OFFICE OF THE CITY ATTORNEY

BY: _____

MAYOR ANGELO CASTILLO

ATTEST:

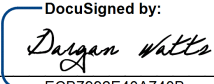
DEBRA E. ROGERS, CITY CLERK

BY: _____

CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

BIRCHMORE GROUP, INC.

Signed By:  _____
ECB7992E40A740B...

Printed Name: Dargan Watts

Title: Director

Date: September 3, 2025



City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

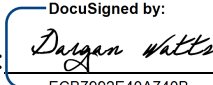
In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

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: September 3, 2025

ENTITY: BIRCHMORE GROUP, INC.

SIGNED BY: 
ECB7992E40A740B...

NAME: Dargan Watts

TITLE: Director