



City of Pembroke Pines

GRANT ADMINISTRATION AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
COMMUNITY REDEVELOPMENT ASSOCIATES OF FLORIDA, INC.

THIS AGREEMENT (“Agreement”), dated _____, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

COMMUNITY REDEVELOPMENT ASSOCIATES OF FLORIDA, INC., a For-Profit Corporation, as listed with the Florida Division of Corporations, and with a business address of **8569 Pines Boulevard, Suite # 201, Pembroke Pines, FL 33024** (hereinafter referred to as the “CONSULTANT”). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **October 21, 2025**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide comprehensive administrative, technical, and compliance support services for the effective implementation and management of its housing and community development programs as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

Grant Administration for Community Redevelopment Projects
Request for Qualifications (“RFQ”) # PL-25-01

1.2 On **November 18, 2025**, the bids were opened at the offices of the City Clerk.



1.3 On **April 6, 2026**, the CITY's evaluation committee certified CONSULTANT as qualified to provide the comprehensive administrative, technical, and compliance support services as described in **Exhibit "A"** and selected CONSULTANT as the most highly qualified to perform the required services.

1.4 On _____, the CITY awarded the bid to CONSULTANT and authorized the proper CITY officials to negotiate and enter into this Agreement with CONSULTANT to govern the services more particularly described herein below.

1.5 Negotiations pertaining to the services to be performed by the CONSULTANT were undertaken, and this Agreement incorporates the results of such negotiations.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONSULTANT hereby agrees to provide comprehensive administrative, technical, and compliance support services for the effective implementation and management of its housing and community development programs, as more particularly described in **Exhibit "A"** and CONSULTANT's response thereto, attached hereto and made a part hereof as **Exhibit "B"**.

2.2 CONSULTANT shall furnish all services, labor, equipment, and materials necessary to perform the services required pursuant to this Agreement, except as otherwise specifically provided herein, and all work performed pursuant to this Agreement shall be carried out in a professional manner.

2.3 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience, and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.4 CONSULTANT shall not utilize the services of any subconsultant without the prior written approval of CITY.

2.5 **Records.**

2.5.1 **Ownership of Documents.** All reports, surveys, plans, studies, and other data created or maintained pursuant to this Agreement and more particularly described in **Exhibit "A"**, are and shall remain the property of CITY, whether or not the project for which they are made is completed. CITY hereby agrees to use CONSULTANT's work product for its intended purposes.

2.5.2 **Transfer of Records.**

2.5.2.1 **Annual Transfer.** All records created, used, or maintained by



CONSULTANT, as more particularly described in **Exhibit "A"**, or in connection with the services required herein, including those created pursuant to any local, state, or federal program, shall be submitted to CITY within thirty (30) calendar days following the closeout of the applicable grant year or program year, at no cost to the CITY, in electronic format acceptable to CITY (including native and/or editable files where available) and in a reasonably organized and accessible format.

CONSULTANT may retain records for any grant files, activities, or matters that remain open, under review, subject to audit, monitoring, or dispute, or otherwise required for ongoing compliance or administrative purposes at the time of closeout; provided, however, that CONSULTANT shall promptly provide such records to CITY upon final resolution of such matters, upon CITY's written request, or upon request of any authorized auditor, monitoring agency, or governmental entity with jurisdiction over the applicable program.

Any supplemental documentation, supporting records, or subsequently generated materials related to previously closed project files shall be included in the next scheduled transfer or provided to CITY upon request.

Such transfer shall constitute delivery of records to CITY for CITY's custody and administrative use, subject to the exceptions set forth in this Section.

2.5.2.2 Interim Electronic File Transfer. CONSULTANT shall provide the CITY with electronic copies of completed and closed project files within any open grant year or program period on a recurring basis no less frequently than every six (6) months, including associated records and supporting documentation.

2.5.2.3 Public Records Requests. In the event a public record request is made pursuant to Article 17 herein, and such record is not in CITY's possession, CONSULTANT shall be responsible for fulfilling the requirements of Chapter 119, Florida Statutes.

2.5.2.4 Final Transfer. Upon Termination or Transition Upon termination for any reason, the natural expiration of the term herein described, or upon transition to a successor consultant, all finished or unfinished documents, data, grant files, applications, supporting documentation, correspondence, and reports created or maintained by CONSULTANT that are not already in CITY's possession shall be delivered by CONSULTANT to CITY, at no cost to the CITY, within the termination notice period or upon the effective date of termination, whichever occurs first, in electronic format acceptable to CITY (including native and/or editable files where available) and, where applicable, in physical form. All materials shall be provided in a reasonably organized and accessible format sufficient to ensure continuity of grant administration and related services. CONSULTANT shall not withhold any such materials for any reason, including payment disputes.



2.5.3 **Access to Records.** CONSULTANT agrees to provide CITY, the Federal Government, and any applicable Federal agency, including HUD, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Nothing contained herein shall be construed as intending to limit or prohibit audits or internal reviews by Federal personnel or the Comptroller General of the United States.

2.5.4 **Records Obligations and Retention Requirements.**

2.5.4.1 CONSULTANT shall maintain complete and accurate records, reports, invoices, and accounts, and shall require any subcontractors to maintain such records as necessary to document all services performed under this Agreement. Such records shall be available at all reasonable times for examination and audit by CITY and shall be retained for a period of at least five (5) years after completion of all work performed under this Agreement, or longer if required by applicable State or Federal law or program requirements.

2.5.4.2 All records shall be maintained and disclosed in accordance with Article 17 herein, Chapter 119, Florida Statutes, and all applicable State and Federal regulations.

2.5.4.3 Transfer of records to CITY under Section 2.5.2 shall not relieve CONSULTANT of its obligation to cooperate with any audit, monitoring, investigation, or compliance review relating to services performed under this Agreement during the applicable retention period.

2.5.4.4 CONSULTANT shall not destroy any records related to this Agreement without prior written approval of CITY and confirmation that applicable retention requirements have been satisfied. Upon expiration of the applicable retention period and written authorization from CITY, CITY shall be responsible for the proper destruction of such records in accordance with applicable State and Federal regulations.

2.5.5 **Record Requirements.** All records related to this Agreement shall be created, used, and maintained in accordance with applicable program requirements, and all CITY, State, and Federal laws and rules, as may be applicable.

ARTICLE 3
TERM AND TERMINATION

3.1 This Agreement shall take effect as of the date of execution shown herein below.



Notwithstanding the foregoing, CONSULTANT shall provide the services for a period of three (3) years commencing on June 1, 2026, and expiring on May 30, 2029, or until (i) the expenditure of all funds in conformance with the requirements of the respective program utilized by CONSULTANT, or (ii) the Agreement is terminated by either Party. CONSULTANT agrees that it shall be subject to annual review by the CITY of its performance pursuant to this Agreement. The terms of this Agreement may be renewed for two (2) additional one (1) year periods pursuant to a written amendment signed by the Parties hereto.

3.2 Post Contractual Obligations. In the event that the term of this Agreement expires and funds in conformance with the requirements of the respective program utilized by CONSULTANT are still available, the CONSULTANT agrees to continue providing services, on a month-to-month basis until the CITY establishes a new contract for services.

3.3 This Agreement may be terminated by the CITY for cause, or for convenience. If terminated for convenience, the CITY shall provide to the other party thirty (30) calendar days prior written notice. CONSULTANT may not terminate existing assignments for convenience after they have been accepted as amendments to this Agreement.

3.3.1 Any compensation due upon termination shall be determined and paid in accordance with Article 4 of this Agreement, subject to the limitations set forth therein.

3.3.2 If the CONSULTANT intends to discontinue services or terminate its participation in the Agreement for any reason, the CONSULTANT shall provide the CITY with no less than three (3) months prior written notice. This notice requirement applies regardless of the reason for cessation and is intended to ensure continuity of operations and uninterrupted service delivery. Upon providing such notice, and throughout the required three-month notice period, the CONSULTANT shall:

- Continue performing all services without interruption or reduction in quality;
- Actively cooperate with the CITY in planning and executing a transition of services to a successor contractor or to the CITY;
- Provide all records, data, reports, program files, operational materials, and other information reasonably required to ensure a smooth transfer of responsibilities;
- Participate in transition meetings, briefings, and knowledge-transfer sessions as reasonably requested by the CITY; and
- Otherwise support and not impede the CITY's efforts to maintain continuous and effective service operations.

3.4 In the event that the CONSULTANT abandons this Agreement or is responsible for the termination of this Agreement, whether for cause or convenience, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination, up to a maximum of the full contracted fee amount.



ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 **Compensation.** With respect to any Federal or State funded program for which the CONSULTANT provides services to the CITY, and subject to each program’s applicable requirements, rules, regulations, guidelines, limitations, terms and conditions, CITY agrees to compensate CONSULTANT for services performed pursuant to this Agreement.

Compensation shall be paid on a cost-reimbursement basis for actual, reasonable, necessary, and allocable costs incurred in the performance of approved services, subject to submission and approval of required documentation and availability of funds.

4.1.1 **Program Funding Allocations.** The percentages below represent maximum administrative funding levels, subject to applicable program authorization, funding availability, and CITY approval, and shall not be construed as guaranteed compensation or entitlement:

| Program | Percent of Total FY Funding: |
|---|------------------------------|
| Community Development Block Grant ("CDBG") | 15% |
| CDBG CARES Act ("CDBG-CV") | 14% |
| State Housing Initiatives Partnership Programs ("SHIP") | 10% |
| Neighborhood Stabilization Program ("NSP") | 10% |

4.1.2 **Program Income - Administrative Fees.** Where applicable, CITY agrees to compensate CONSULTANT from program income received by the CITY, subject to eligibility, allowability, and CITY approval. All SHIP program income payments shall be consistent with Section 420.9075, Florida Statutes.

| Program | Percent of Total FY Funding: |
|---------|------------------------------|
| CDBG | 15% |
| SHIP | 5% |
| NSP | 10% |

4.1.3 **HOME Investment Partnerships Program.** In the event the CITY elects to utilize the CONSULTANT for HOME Investment Partnerships Program (“HOME”) funded activities during the term of this Agreement, such services shall be subject to prior written authorization by the CITY and shall be performed in accordance with applicable federal requirements, including 2 CFR Part 200 and 24 CFR Part 92, as administered by the U.S. Department of Housing and Urban Development.

Any such services, if authorized, shall be subject to federal requirements governing eligibility, allowability, allocability, necessity, and cost reasonableness.



4.2 Maximum Compensation / Budget Limitation.

4.2.1 Any compensation payable pursuant to this Agreement shall not exceed available program funding or authorized budget allocations and shall be limited to actual, approved, and allowable costs.

4.2.2 Nothing in this Agreement shall be construed as a guarantee of minimum funding or guaranteed volume of work.

4.2.3 The maximum compensation pursuant to this Agreement shall not limit CONSULTANT's obligation to perform all services required under the Scope of Services.

4.3 Payment Administration.

4.3.1 Payment Schedule.

4.3.1.1 Payments shall be subject to CITY approval and availability of funds. Monthly reimbursement requests shall not exceed one-twelfth (1/12), or 8.33%, of the total combined administrative allocation for the programs subject to this Agreement for any given individual contract year, unless otherwise approved in writing by the CITY. Any remaining eligible and allowable costs incurred by CONSULTANT in accordance with this Agreement may be invoiced and paid at the end of the applicable funding period, subject to CITY approval and availability of funds. Said payments will be subject to a single purchase order for "Grant Administration for Community Redevelopment Projects for the total combined administrative allocations as described above for any given individual contract year .

4.3.1.2 The CITY reserves the right to adjust payment timing to ensure continued availability of program funds.

4.3.2 Method of Billing.

4.3.2.1 CONSULTANT shall submit invoices twice monthly (24 installments per contract year, terms net 15 days) for actual, reasonable, necessary, and allowable costs incurred in the performance of services. All invoices must be supported by sufficient documentation required by the CITY to substantiate eligibility and allowability of costs.

Invoices are subject to CITY review, verification, approval, and processing prior to payment in accordance with the CITY's established administrative and financial procedures.

4.3.2.2 Receipt of an invoice shall not constitute acceptance, approval, or commencement of payment processing.



4.3.2.3 Payment shall be made in accordance with the Local Government Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

4.3.3 **Prompt Payment.** All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.3.4 **Transitional Payment.** In the event of termination of this Agreement, CONSULTANT shall be paid a pro-rated amount based on work that has been completed, properly documented, and approved by the CITY as of the effective date of termination or transition. No payment shall be made for incomplete, unapproved, or unsubmitted work.

4.4 **Compliance with Laws** All payments made to the CONSULTANT shall conform with all applicable Federal and State laws, regulations, rules, and procedures related to the specific Federal or State program.

4.5 Payment will be made to CONSULTANT at:

**Community Redevelopment Associates of Florida, Inc.
Attn: Martin Larsen
8569 Pines Boulevard, Suite # 201
Pembroke Pines, FL 33024**

**ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

5.1 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A"**, to be provided pursuant to this Agreement; however, only the CITY may authorize any modification to the Scope of Services. Any approved changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in a written amendment executed by both Parties, with the same formality, equality, and dignity herewith, prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. No verbal instruction, email, meeting discussion, or course of dealing shall constitute authorization for any modification of the Scope of Services. **CONSULTANT shall be responsible for the cost of Environmental Reviews required for the completion of the Consolidated Plan. The cost of all Environmental Reviews required for subsequent projects proposed by the CITY outside of the Consolidated Plan process shall be the responsibility of the CITY.**

5.2 In no event will the CONSULTANT be compensated for any work which has not been described either herein or in a separate written agreement executed by the Parties hereto.



ARTICLE 6
INDEMNIFICATION

6.1 CONSULTANT shall indemnify and save harmless and defend the CITY, its elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party, arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONSULTANT, its agents, servants or employees during the performance of this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments, appellate costs, and attorneys' fees arising out of or in connection with the performance by CONSULTANT pursuant to this Agreement.

6.2 CONSULTANT shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONSULTANT pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONSULTANT'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONSULTANT. CITY's rights and remedies and CONSULTANT'S liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONSULTANT from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 CONSULTANT agrees that the covenants and representations relating to indemnification shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

6.5 Nothing contained here is intended, nor shall be construed, to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 7
INSURANCE

7.1 The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT 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 required.

7.2 CONSULTANT AND ALL SUBCONTRACTORS, SHALL NOT BE ALLOWED TO commence work pursuant to this AGREEMENT until the CONSULTANT 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.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY’s Risk Manager prior to the commencement of this 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.

7.4 Certificates of Insurance shall provide for thirty (30) calendar days of prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) calendar days’ notice of cancellation, either the CONSULTANT or their Insurance Broker must agree to provide notice.

7.5 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 CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONSULTANT shall furnish, at least forty-five (45) calendar 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 CONSULTANT shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

CONSULTANT shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

7.6.1 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:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000



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

Aggregate Reduction: CONSULTANT shall advise the CITY in the event any aggregate limits are reduced below the required per-occurrence limit. At its own expense, the CONTRACTOR will reinstate the aggregate limits to comply with the minimum requirements and shall furnish the CITY with a new certificate of insurance showing such coverage is in force.

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 CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

7.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONSULTANT engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONSULTANT 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 CONSULTANT. Coverage for the CONSULTANT 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:

- 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 CONSULTANT claims to be exempt from this requirement, CONSULTANT shall provide CITY proof of such exemption along with a written request for CITY to exempt CONSULTANT, written on CONSULTANT letterhead.

Yes No

7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this 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 this 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.

Yes No

x

7.6.3.1 If CONSULTANT requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

7.6.4 Umbrella/Excess Liability Insurance in the amount of \$2,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

7.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

7.7 REQUIRED ENDORSEMENTS

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

7.7.2 Waiver of all Rights of Subrogation against the CITY.

7.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.

7.7.4 CONSULTANT's policies shall be Primary & Non-Contributory.

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

7.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

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

7.9 The CITY 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 this Agreement.



7.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONSULTANT has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 8

DEFAULT OF CONTRACT & REMEDIES

8.1 **Damages**. CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONSULTANT to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONSULTANT's failure to perform in accordance with the requirements of this Agreement.

8.2 **Default of Contract**. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONSULTANT:

8.2.1 The abandonment of the project by CONSULTANT for a period of more than seven (7) business days.

8.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the City Manager.

8.2.3 The failure by CONSULTANT to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONSULTANT, where such failure shall continue for a period of thirty (30) calendar days after written notice thereof by CITY to CONSULTANT; provided, however, that if the nature of CONSULTANT 's default is such that more than thirty (30) calendar days are reasonably required for its cure, then CONSULTANT shall not be deemed to be in default if CONSULTANT commences such cure within said thirty (30) calendar day period and thereafter diligently prosecutes such cure to completion.

8.2.4 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONSULTANT or any other party in a manner not expressly permitted hereunder.

8.2.5 The making by CONSULTANT of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONSULTANT of a petition to have CONSULTANT adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONSULTANT, the same is dismissed within sixty (60) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of CONSULTANT 's assets, or for CONSULTANT 's interest in this Agreement, where possession is not restored to CONSULTANT within thirty (30) calendar days; for attachment, execution or other judicial seizure of substantially all of CONSULTANT's



assets, or for CONSULTANT's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

8.3 **Remedies in Default.** In case of default by CONSULTANT, CITY shall notify CONSULTANT, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONSULTANT to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within thirty (30) calendar days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONSULTANT of such declaration of default and terminate the Agreement.

8.3.1 CITY may complete the Agreement, or any part thereof, either by hiring a subconsultant or re-letting a contract for the same, and charge the cost of the same to CONSULTANT together with the costs incident thereto for such default.

8.3.2 In the event CITY completes the Agreement at a lesser cost than would have been payable to CONSULTANT under this Agreement, if the same had been fulfilled by CONSULTANT, CITY shall retain such differences. Should such cost to CITY be greater, CONSULTANT shall pay the amount of such excess to the CITY.

ARTICLE 9
INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent CONSULTANT under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONSULTANT's funds provided for herein. The CONSULTANT agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 10
AGREEMENT SUBJECT TO FUNDING

In addition to the termination provisions set forth in Article 3, this Agreement shall remain



in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding. Upon expiration of Agreement CONSULTANT shall remit any remaining funds on hand and transfer accounts receivable attributable to the use of any applicable Federal or State program to CITY.

ARTICLE 11
UNCONTROLLABLE FORCES

11.1 Neither CITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to: fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 12
GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 13
SIGNATORY AUTHORITY

Upon CITY's request, CONSULTANT shall provide CITY with copies of requisite documentation evidencing that the signatory for CONSULTANT has the authority to enter into this Agreement.

ARTICLE 14
FEDERAL REQUIREMENTS

14.1 Notwithstanding anything to the contrary set forth herein, CONSULTANT shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec. 200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of this section shall prevail. Any



reference made to CONSULTANT in this section shall also apply to any subcontractor under the terms of this Agreement.

14.2 Equal Employment Opportunity. During the performance of this contract, CONSULTANT agrees as follows:

14.2.1 CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

14.2.2 CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

14.2.3 CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONSULTANT's legal duty to furnish information.

14.2.4 CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONSULTANT's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

14.2.5 CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.



14.2.6 CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

14.2.7 In the event of CONSULTANT's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

14.2.8 CONSULTANT will include the provisions of paragraphs (14.2.1) through (14.2.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the administering agency as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

CONSULTANT further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

CONSULTANT agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

CONSULTANT further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and



will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

14.3 CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

14.3.1 **Clean Air Act.**

14.3.1.1 CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

14.3.1.2 CONSULTANT agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

14.3.1.3 CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

14.3.2 **Federal Water Pollution Control Act.**

14.3.2.1 CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

14.3.2.2 CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, the appropriate Federal agency, and the appropriate Environmental Protection Agency Regional Office.

14.3.2.3 CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

14.4 **Davis-Bacon Act.** CONSULTANT shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. Part 5 as may be applicable. All transactions regarding this Agreement shall be in compliance with the Davis-Bacon Act and 29



CFR Part 5 as applicable. CONSULTANT is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONSULTANT must be required to pay wages not less than once a week.

14.5 Copeland “Anti-Kickback” Act. CONSULTANT shall comply with the Copeland “Anti-Kickback” Act, (40 U.S.C. 874, and 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3) as may be applicable. Subcontractors are required to include this provision in lower tier subcontracts. CONSULTANT is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. A breach of this provision is grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. 5.12.

14.6 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708).

14.6.1 Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

14.6.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 14.6.1 of this section the CONSULTANT, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 14.6.1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 14.6.1 of this section.

14.6.3 Withholding for unpaid wages and liquidated damages. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONSULTANT or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 14.6.2 of this section.

14.6.4 Subcontracts. CONSULTANT or subcontractor shall insert in any subcontracts the



clauses set forth in paragraph 14.6.1 through paragraph 14.6.4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs paragraph 14.6.1 through paragraph 14.6.4 of this section.”

14.7 Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONSULTANT is required to verify that none of the CONSULTANT’s agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

14.7.1 CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY.

14.7.2 If it is later determined that CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

14.7.3 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

14.8 Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352). CONSULTANT shall file the required certification pursuant to 31 U.S.C. 1352 (if applicable, this section applies to an award of \$100,000 or more). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who will in turn forward the certification(s) to the awarding agency.

14.9 Compliance with State Energy Policy and Conservation Act. CONSULTANT shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

14.10 No Obligation by the Federal Government.

14.10.1 Absent the express written consent by the Federal Government, the Federal



Government is not a party to the contract and shall not be subject to any obligations or liabilities to the CITY, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

14.10.2 CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

14.11 **DHS Seal, Logo, and Flags.** CONSULTANT shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal pre-approval.

14.12 **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. CONSULTANT will comply with all applicable federal law, regulations, executive orders, Federal policies, procedures, and directives.

14.13 **Fraudulent Statements.** CONSULTANT acknowledges that 31 U.S.C. Chap. 38 applies to CONSULTANT's actions pertaining to this Contract.

ARTICLE 15 **BANKRUPTCY**

It is agreed that if CONSULTANT is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 16 **MERGER; AMENDMENT**

This Agreement constitutes the entire Agreement between CONSULTANT and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONSULTANT and CITY with the same formality and equal dignity herewith.

ARTICLE 17 **PUBLIC RECORDS**

17.1 The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes, as may be amended from time to time. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

17.1.1 Keep and maintain public records required by the CITY to perform the service;



17.1.2 Upon request from the CITY's custodian of public records, 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, or as otherwise provided by law;

17.1.3 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, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

17.1.4 Upon completion of the Agreement, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT 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.

17.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which the CITY may terminate the Agreement in accordance with the terms herein.

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

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

**ARTICLE 18
SCRUTINIZED COMPANIES**

18.1 CONSULTANT, 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 Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 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:



18.1.1 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 Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

18.1.2 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:

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

18.1.2.2 Is engaged in business operations in Syria.

ARTICLE 19

EMPLOYMENT ELIGIBILITY

19.1 **E-Verify** CONSULTANT 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.

19.1.1 **Definitions for this Section.**

19.1.1.1 “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.

19.1.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

19.1.1.3 “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.

19.1.1.4 “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.

19.2 **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:

19.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and



19.2.2 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

19.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "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.

ARTICLE 20

MISCELLANEOUS

20.1 **Compliance with Statutes.** It shall be the CONSULTANT'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. Notwithstanding the forgoing, the Parties shall comply with the audit requirements pursuant the Code of Federal Regulations ("CFR") Title 2, Subtitle A, Chapter II, Part 200 Subpart F, and the Florida Single Audit Act as set forth in Section 215.97, Florida Statutes

20.2 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

20.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.



20.4 **No Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. CONSULTANT shall ensure subconsultants adhere to the requirements of this section. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

20.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONSULTANT and CITY designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager
 City of Pembroke Pines
 601 City Center Way
 Pembroke Pines, Florida 33025
 Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
 Goren, Cherof, Doody & Ezrol, P.A.
 3099 East Commercial Boulevard, Suite 200
 Fort Lauderdale, Florida 33308
 Telephone No. (954) 771-4500
 Facsimile No. (954) 771-4923

CONSULTANT: **Martin Larsen, President/CEO**
Community Redevelopment Associates Of Florida, Inc.
8569 Pines Boulevard, Suite # 201
Pembroke Pines, FL 33024
E-mail: Bosscat1@earthlink.net
Telephone No: (954) 609-2677
Facsimile No.: (954) 431-6882

Copy to: Alan Baseman
Comiter Singer Baseman
3825 PGA Boulevard
Divosta Towers, Suite 701
Palm Beach Gardens, FL 33410-2757



Email – abaseman@comitersinger.com

Telephone No: (561) 626-2101 x218

Facsimile No: (561) 626-4742

20.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

20.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

20.8 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

20.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

20.10 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

20.11 **Extent of Agreement and Conflicts.** This Agreement represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this Agreement, **Exhibit "A"**, and **Exhibit "B"**, this Agreement shall govern, then **Exhibit "A"**, and then **Exhibit "B"**.

20.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.



20.13 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

20.14 **Protection of CITY Property.** At all times during the performance of this Agreement, CONSULTANT shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

20.15 **Counterparts and Execution.** This Agreement may be executed 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.

20.16 **No Third-Party Beneficiaries.** The services to be performed by the CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the CONSULTANT's services hereunder.

20.17 **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 Agreement 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.

20.18 **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 Agreement, the CONSULTANT represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

20.19 **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. By entering into this Agreement, CONSULTANT 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 CITY consistent with Section 287.137, Florida Statutes, as amended.

20.20 Public Entity Crimes. Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.1 33(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 Agreement, the CONSULTANT represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

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

- 20.21.1 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);
- 20.21.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
- 20.21.3 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);
- 20.21.4 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);
- 20.21.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,
- 20.21.6 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.

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:

**COMMUNITY REDEVELOPMENT
ASSOCIATES OF FLORIDA, INC.**

Signed By: ^{DocuSigned by:} Martin Larsen
AA6D23EFBF7A486...

Printed Name: Martin Larsen

Title: President / C.E.O.

May 27, 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: May 27, 2026

ENTITY: **COMMUNITY REDEVELOPMENT ASSOCIATES OF FLORIDA, INC.**

SIGNED BY: DocuSigned by:
Martin Larsen
AA6D23EFBF7A486...

NAME: Martin Larsen

TITLE: President / C.E.O.