



City of Pembroke Pines

**FIFTH AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
FORVIS MAZARS, LLP**

**THIS AMENDMENT ("Fifth Amendment"), dated _____, is entered
into by and between:**

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

and

FORVIS MAZARS, LLP, a Delaware Limited Partnership as listed with
the Florida Division of Corporations, authorized to do business in the
State of Florida, and with a business address of **910 E. St. Louis Street,
Suite # 400, Springfield, MO 65806** hereinafter referred to as
"COMMISSION AUDITOR". "CITY" and "COMMISSION
AUDITOR" may hereinafter be referred to collectively as the "Parties"
and individually as a "Party".

WHEREAS, on November 2, 2010, the electorate of the City of Pembroke Pines, Florida
adopted a referendum to the City Charter creating the position of Commission Auditor; and,

WHEREAS, on April 13, 2011, the CITY issued Request for Proposals # AD-11-03 ("RFP
AD-11-03"), to procure a firm to serve as the CITY's Commission Auditor; and,

WHEREAS, MOORE STEPHENS LOVELACE, P.A. submitted a response to RFP #
AD-11-03; and,

WHEREAS, on June 15, 2011, the City Commission voted to engage MOORE
STEPHENS LOVELACE, P.A., to serve as the CITY's Commission Auditor pursuant to Section
4.13 of the City Charter; and,

WHEREAS, on August 3, 2011, the City Commission approved to enter into an agreement
with MOORE STEPHENS LOVELACE, P.A., for an initial five (5) year term expiring on **August
2, 2016**, which allowed for up to two (2) renewal terms between three (3) and five (5) years each,
at the discretion of the City Commission; and,

WHEREAS, on June 15, 2016, the City Commission approved to enter into a new
agreement with MOORE STEPHENS LOVELACE, P.A., for an initial seven (7) year term, and
on July 12, 2016, the Parties entered into a Professional Services Agreement ("Original
Agreement") to fulfil the requirements of the position of Commission Auditor in accordance with
Section 4.13 of the CITY's Charter, for a **seven (7) year period**, which will expire on August 2,
2023; and,



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WHEREAS, on October 7, 2020, the Parties executed the First Amendment to the Original Agreement to update COMMISSION AUDITOR's corporate name to MSL, P.A., and to supplement the terms of the Original Agreement; and,

WHEREAS, on June 14, 2023, the Parties executed the Second Amendment to the Original Agreement, as amended, to extend the term for an additional period of seven (7) years which will expire on July 31, 2030, and to supplement the terms contained therein; and,

WHEREAS, on February 23, 2024, the Parties executed the Third Amendment to the Original Agreement, as amended, to retroactively approve and incorporate into the Agreement effective October 1, 2023, the hourly billing rate increases of April 2019, April 2023, and June 2023; and,

WHEREAS, on January 2, 2025, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to define Forvis Mazars, LLP as the "COMMISSION AUDITOR" under the Agreement; and,

WHEREAS the Parties desire to approve and incorporate into the Agreement effective October 1, 2025, the hourly billing rate increases for Fiscal Year 2026; and,

WHEREAS the Parties further desire to correct a scrivener's error contained in the Fourth Amendment to the Original Agreement, as amended where Section 5.(k) was listed as Section 5.(g); and,

WHEREAS the Parties also further desire to redefine the COMMISSION AUDITOR designee, as set forth in this Fifth Amendment.

WITNESSETH

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

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

SECTION 2. Effective October 1, 2025, the hourly rates as set forth in **Exhibit "A"** of the Third Amendment to the Original Agreement, as amended, are hereby repealed and replaced with the hourly rates set forth in **Exhibit "A"**, attached to this Fifth Amendment and by this reference made a part hereof.

SECTION 3. Effective January 1, 2026, the Original Agreement, as previously amended, is hereby further amended to replace all references to Dan O'Keefe with Christie Clements. Any duties, responsibilities, authorizations, or designations assigned to Dan O'Keefe under the Original Agreement shall, as of this effective date, be assigned to and carried out by Christie Clements.



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SECTION 4. Section 3.(b)(1) of the Original Agreement, as amended, is hereby revised and amended as set forth below:

(b)(1) Payment will be made to COMMISSION AUDITOR at:

Forvis Mazars, LLP
Attn.: Christie Clements
820 Massachusetts Avenue, #1370
Indianapolis, IN 46204

SECTION 5. The COMMISSION AUDITOR information in Section 7(a) of the Original Agreement, as amended, is hereby revised and amended as set forth below:

COMMISSION AUDITOR: Forvis Mazars, LLP
Attn.: Christie Clements
820 Massachusetts Avenue, #1370
Indianapolis, IN 46204
Telephone No.: (317) 363-6718
E-Mail: christie.clements@us.forvismazars.com

SECTION 6. Employment Eligibility. COMMISSION AUDITOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, 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:



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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, 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.

SECTION 7. Public Entity Crimes. Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.133(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Fifth Amendment, the COMMISSION AUDITOR represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

SECTION 8. 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 Fifth Amendment, the COMMISSION AUDITOR represents and warrants that neither it nor any of its affiliates is currently on the



discriminatory vendor list.

SECTION 9. Human Trafficking. Pursuant to Section 787.06(13), 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 Fifth Amendment and submitting the executed required affidavit, the COMMISSION AUDITOR represents and warrants that it does not use coercion for labor or services as provided by state law.

SECTION 10. 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 Fifth Amendment, COMMISSION AUDITOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Fifth Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

SECTION 11. Compliance with Foreign Entity Laws. COMMISSION AUDITOR (“Entity”) hereby attests under penalty of perjury the following:

- 11.1 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);
- 11.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
- 11.3 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);
- 11.4 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);
- 11.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,
- 11.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

SECTION 12. In the event of any conflict or ambiguity by and between the terms and provisions of this Fifth Amendment, and the Original Agreement, as amended, the terms and provisions of this Fifth Amendment shall control to the extent of any such conflict or ambiguity.



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SECTION 13. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 14. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Fifth Amendment. The exhibits, if not physically attached, should be treated as part of this Fifth Amendment and are incorporated herein by reference.

SECTION 15. Each person signing this Fifth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Fifth Amendment 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 Fifth Amendment.

SECTION 16. This Fifth Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Fifth Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

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



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

 , 11/19/25

Print Name: SAMUEL I. GARCIA
OFFICE OF THE CITY ATTORNEY

BY: _____

MAYOR ANGELO CASTILLO

ATTEST:

BY: _____

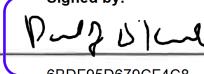
CHARLES F. DODGE, CITY MANAGER

GABRIEL FERNANDEZ, CITY CLERK

COMMISSION AUDITOR:

FORVIS MAZARS, LLP

Signed by:

Signed By:  _____
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Printed Name: Daniel J. O'Keefe _____

Title: Engagement Executive _____

November 20, 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: November 20, 2025

ENTITY: **FORVIS MAZARS, LLP**

SIGNED BY: Daniel J. O'Keefe
6BDF95D679CF4C8...

NAME: Daniel J. O'Keefe

TITLE: Engagement Executive