

**LICENSE AGREEMENT REGARDING
PEMBROKE PINES MITIGATION BANK**

This License Agreement Regarding Pembroke Pines Mitigation Bank (the "Agreement") is made as of the Effective Date (hereinafter defined) by and between the City of Pembroke Pines, Florida, a municipal corporation of the State of Florida (the "City") and The Wetlandsbank Company, LLC, a Florida limited liability company ("TWC").

RECITALS:

Whereas, in 1992 the City entered into an Agreement (the "Original Agreement") with Florida Wetlandsbank, a Florida joint venture ("FW"), for the purpose of having FW facilitate and develop a wetlands mitigation bank on certain City property identified in the Original Agreement (the "Original Property");

Whereas, FW designed, permitted, developed, maintained and operated a wetlands mitigation bank (the "Mitigation Bank") on the Original Property as the Pembroke Pines Mitigation Bank ("PPMB"), and completely restored the Original Property;

Whereas, FW acquired additional property (the "Additional Property" and together with the Original Property, the "Mitigation Bank Lands") contiguous to the Original Property and fully restored such Additional Property and dedicated such property to the City as part of the Mitigation Bank as reflected in amendments to the Original Agreement;

Whereas, upon completion of the maintenance and monitoring period to ensure success of the restoration of all restored property in the Mitigation Bank, the stewardship of the complete Mitigation Bank (approximately 450 acres) was passed to the City together with the long term management trust fund created to support long term management of the Mitigation Bank;

Whereas, the City is the entity legally entitled to own and maintain the Mitigation Bank Lands;

Whereas, the Mitigation Bank was initially permitted as follows: U.S. Army Corps of Engineers Permit No. 199399370 dated July 20, 1993; South Florida Water Management District (SFWMD) Permit No. 06-00001-M dated February 9, 1994; and, Broward County DNRP License Agreement No. DF94-1087 dated July 7, 1994 (all collectively referred to as the "Original Permits");

Whereas, the Original Permits are still valid and/or can be extended if necessary;

Whereas, PPMB is the only wetlands mitigation bank in Broward County and there are ecological benefits to having impacts to wetlands in Broward County meet the compensatory

mitigation requirements in Broward County;

Whereas, PPMB was the first wetlands mitigation bank in the United States to transfer a mitigation bank credit with the U.S. Army Corps of Engineers ("ACOE") and has been recognized nationally as a model project that benefitted the City and helped encourage such restoration projects across the United States;

Whereas, TWC is the successor in interest to FW having acquired 100% of FW assets in July, 2016;

Whereas, the ACOE RIBITS system is the official system for monitoring the number of federal credits in federally permitted wetlands mitigation banks;

Whereas, the RIBITS system currently reflects that there is a balance of 67.99 released but unsold or untransferred federal credits in the Mitigation Bank and that the potential exists for a future release of added federal-only Mitigation Bank Credits (defined below);

Whereas, TWC and the City desire to enter into this Agreement in order to authorize TWC to undertake efforts to market these current and potential federal-only Mitigation Bank Credits and to share the income from such sales with the City;

Whereas, TWC is prepared to expend those monies necessary to carry out activities under this Agreement;

Whereas, TWC has the expertise and financial capability to carry out the activities envisioned by this Agreement;

Whereas, TWC and the City entered into a non-binding letter of intent dated September 24, 2018 that permitted TWC to undertake and complete further due diligence, and which due diligence was documented in a letter dated November 9, 2018 to City Attorney Samuel Goren;

Whereas, based on TWC's due diligence it is prepared to work with the City on the marketing of both released and unreleased Mitigation Bank Credits; and

Whereas, the City believes that general health and welfare of its citizenry will be enhanced by the activities contemplated by this Agreement,

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the City and TWC hereby agree as follows:

Section 1. Definitions.

Unless the context shall require otherwise, the following terms, when used in this Agreement shall have the respective meanings given below:

1.1 "Agreement" shall mean this Agreement and any amendments thereto as subsequently may be agreed to by the parties.

1.2 "Credit Sale" shall mean the sale of any Mitigation Bank Credit.

1.3 "Effective Date" shall mean the date this Agreement is last executed by the parties.

1.4 "License" shall mean the rights and privileges granted to TWC pursuant to this Agreement.

1.5 "License Fee" shall mean the amount of money to be paid by TWC to the City pursuant to and as more particularly described in Section 4.4 of this Agreement.

1.6 "Mitigation Bank Credit" shall mean any wetlands mitigation bank credit in the Mitigation Bank identified on the RIBITS system which has been released or may during the term of this Agreement be released and which may be sold and transferred in the future consistent with permits issued by the ACOE.

1.7 "Permits" shall mean all governmental permits that have been issued or will be issued by federal, state and local agencies for the Mitigation Bank, including without limitation the Original Permits.

1.8 "RIBITS" (Regulatory In lieu fee and Bank Information Tracking System) is a system maintained by the ACOE to track and provide information on mitigation banks nationwide, including the number of mitigation credits released and credits yet to be released in specific wetlands mitigation banks.

1.9 "Service Area" means the area described in the Permits where Mitigation Bank Credits may be transferred and used for compensatory mitigation necessary to address unavoidable wetlands impacts under the jurisdiction of the ACOE.

1.10 "Term" shall mean the term of this Agreement as set forth in Section 3 hereof.

1.11 "U.S. Army Corps of Engineers" or "ACOE" means the federal agency that regulates the issuance and enforcement of permits for jurisdictional wetlands impacts and mitigation bank permits, and which maintains the RIBITS system consistent with federal laws and regulations.

1.12 "Wetlands" means, for the purpose of this Agreement, those areas in South Florida that are deemed to meet the definition of wetlands under the jurisdiction of the ACOE.

Section 2. General

2.1 The Recitals stated above are hereby restated and incorporated in this Agreement.

(a) The City hereby grants to TWC the exclusive right to sell Mitigation Bank Credits in the Mitigation Bank and to ensure that any such Credit Sale is in full compliance with this

Agreement and with all applicable Permits and requirements of federal, state and local laws. It is intended that the sale of Mitigation Bank Credits will be used to meet the compensatory mitigation obligations under applicable laws for those persons seeking to undertake development or other activities that adversely impact regulated Wetlands in the Service Area of the Mitigation Bank.

2.2 TWC shall give priority for use of the Mitigation Bank Credits to persons undertaking development or other activities that adversely affect Wetlands within the geographic boundaries of the City.

2.3 TWC shall not sell any mitigation bank credits to any Purchaser in order to satisfy any wetland mitigation obligation resulting from any work to be performed in the Florida Everglades, any federal or state parks and refuges, or any federal or state managed areas, including, but not limited to oil, natural gas, or mineral exploration.

Section 3. Term and Termination.

The Term of this Agreement shall be for a period of five (5) years from the Effective Date. The Agreement may be renewed for two (2) additional five (5) year terms, subject to the execution of written amendments to the Agreement, executed by both parties, and approved by the City Commission. The Agreement will terminate upon the complete release, sale and transfer of all available Mitigation Bank Credits or by the occurrence of an event of default that is not waived in writing by the non-defaulting party.

Section 4. TWC Duties, Responsibilities and Obligations.

4.1 TWC shall be responsible for obtaining and maintaining in effect all required Permits during the Term of this Agreement. TWC shall be responsible for processing any permit modifications that may be required as a result of the sale of any Mitigation Bank Credits, at its sole cost and expense. The City agrees to cooperate with TWC with respect to executing and processing any documents needed by TWC with respect to any permit modifications required.

4.2 TWC shall be legally and financially responsible for all expenses associated with this Agreement including but not limited to all activities, personnel and costs associated with the marketing of Mitigation Bank Credits, and complying with all aspects of the Permits and this Agreement. TWC agrees to be legally and financially responsible for all costs associated with any modifications to any Permits, and responding to any notices of violation issued by any applicable regulatory agency with respect to the Permits, other than those notices of violation directly related to the City's perpetual maintenance obligations. The City shall continue to be responsible for the perpetual maintenance obligations that have been transferred to and assumed by the City.

4.3 TWC shall meet with the City quarterly and present quarterly credit sale/financial report (the "Quarterly Sales Report"), accounting for the gross revenue received in the prior quarter and showing the calculation of the License Fee due for that quarter. The Quarterly Sales Report



shall be due within thirty days after the end of each quarter regardless of whether or not any License Fee was due with respect to that quarter. The City shall have the right to request any other information related to the purchase and sale of the Mitigation Bank Credits, and to review the financial records of TWC relative to this Agreement. The City has the right to perform audits of all TWC transactions related to this Agreement at any time during the term of this Agreement, and retains the right to require adjustment in any payments related to any transactions found to be in error as a result of the audit.

4.4 TWC shall pay a License Fee to the City ("License Fee") at the time of the final sale of each ACOE Mitigation Bank Credit equal to forty-five percent (45%) of the gross sales proceeds paid to TWC. Prior to the execution of any Purchase and Sale Agreement for any Mitigation Bank Credits, TWC shall obtain the approval of the City Manager, or the City Manager's authorized designee for the sale of the Mitigation Bank Credits. The parties acknowledge that the Mitigation Bank Credit Purchase and Sale Agreements are proprietary to TWC; however, TWC shall provide the City with a copy of the Mitigation Bank purchase and Sale Agreement within seven (7) days of the City's written request. In lieu of the Mitigation Bank Credit Purchase and Sale Agreement, the City may request, and TWC shall complete a City approved form, and provide other documentation evidencing the contractual obligation to sell and to purchase the ACOE Mitigation Bank Credits, and the gross sales proceeds to be paid at the closing of the ACOE Mitigation Bank Credit Purchase and Sale Agreement. Such payments by TWC to the CITY shall be due and payable, as applicable, within thirty (30) days of the date that TWC receives full payment of the gross sales price without any obligation of refund under a credit sale agreement for Mitigation Bank Credits. In no event shall any License Fee be payable to the City until the gross sales price has been fully paid to TWC and is non-refundable under the applicable credit sale agreement. In the event the City utilizes the ACOE Mitigation Bank Credits, in association with a City owned project, on City owned property, for the City's own use, no License Fee shall be payable to TWC.

4.5 Subject to compliance with applicable law and regulations, TWC shall maintain all Permits for the Mitigation Bank and shall engage in marketing and public relations activities necessary to identify and obtain users for the Mitigation Bank Credits; and such marketing and public relations activities will appropriately recognize the City of Pembroke Pines for its efforts in collectively creating an eco-friendly preserve.

4.6 TWC reserves the right to engage independent third parties to sell Mitigation Bank Credits under a commission only agreement, which shall be paid and absorbed by TWC.

4.7 TWC is an independent contractor under this Agreement and shall have the right to independently select and contract with any consultants, contractors, salespersons and suppliers without the City's participation, involvement or approval, as TWC shall in its sole discretion deem necessary in order to accomplish its responsibilities as set forth herein. The City shall be entitled to a copy of any commission agreement with third parties for the sale of Mitigation Bank Credits.



4.8 In addition to the indemnification requirements in Paragraph 4.10, TWC agrees to indemnify, defend, and hold the City harmless from any and all costs, fines, fees, damages, expenses, liabilities, reasonable attorney's fees, court costs, and paralegal expenses incurred at any administrative level, trial level, or appellate level in order to insure that the City satisfies the terms and conditions of the Permits including any other compensatory mitigation requirements in connection with TWC's provision of services to purchasers of Mitigation Bank Credits, but excluding perpetual maintenance obligations that have been transferred to and assumed by the City. The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

4.9 License Limitations.

(a) TWC shall comply with all applicable City, State and federal laws and regulations including the lawful exercise of the City's police powers.

(b) The following limitations apply to transfers of the License. The License shall be a privilege that is personal to TWC. It shall not be sold, transferred, leased, assigned, or disposed of, in whole or in part, either by sale, merger, consolidation, or otherwise, without prior consent of the City expressed by resolution, and then only under such conditions as may therein be prescribed. Any such transfer or assignment shall be made only by an instrument in writing, which shall include an acceptance of all terms and conditions of the License by transfer, a duly executed copy of which shall be filed with the City within 30 days after any such transfer or assignment.

(i) Consent of the City may not be granted until it has examined the proposed assignee's legal, financial, and other qualifications to carry out the requirements of the Agreement.

(ii) Consent of the City shall not be arbitrarily withheld or refused, provided the proposed assignee possesses the requisite qualifications, and agrees, in writing, to comply with all provisions of this Agreement.

(iii) Transfer of 51% or more of the voting interests of TWC to a person not presently a member shall be deemed to be a transfer of control requiring City consent.

(iv) No such consent shall be required for a transfer

a. In trust, or by mortgage or by other hypothecation, to secure indebtedness.

b. To a parent or subsidiary of any of the entities, which are part of TWC.

c. To a corporation whose stock is held by the same beneficial owners as TWC or its members.



d. Of less than 50% of the voting interests of TWC unless the transfer also results in a transfer of voting control.

e. Of beneficial ownership from one present beneficial owner to another beneficial owner, unless such transfer also results in a transfer of voting control.

(v) Nothing herein shall be construed to constitute a waiver or bar to the exercise of any governmental right or power of the City.

4.10 Indemnification.

The parties agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for the following indemnification, and the providing of such indemnification is deemed to be part of the specifications with respect to the services to be provided by TWC. TWC shall indemnify and save harmless and defend the City, its trustees, elected and appointed officials, agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission, or negligent act of TWC, its agents, servants or employees in the performance of services under this Agreement, excluding bona fide statements/expressions of opinion, set forth as such, for all costs, losses and expenses, including but not limited to, direct damages of or in conjunction with the services performed by TWC pursuant to this Agreement except for such claims, demands or causes of action resulting from the gross negligence or intentional acts of the City, its trustees, elected and appointed officials, agents, servants or employees. The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

4.11 Insurance.

4.11.1 UPON EXECUTION OF THE AGREEMENT, TWC SHALL SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF PEMBROKE PINES IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE SERVICES PROVIDED BY TWC UNDER THE AGREEMENT. The certificates of insurance shall not only name the types of policies provided, but shall also specifically refer to this Agreement and shall state that such insurance is as required by Section 4.11 of this Agreement. TWC shall not commence work under this Agreement until after TWC has obtained all of the minimum insurance herein described and the policies of such insurance detailing the provisions of coverage have been received and approved by City. TWC shall not permit any Subcontractor to begin work until after similar minimum insurance to cover Subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then in that event, TWC shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a



renewed certificate of insurance as proof that equal and like coverage and extension thereunder is in effect. TWC shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

4.11.2 Insurance Companies selected must be acceptable the City. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to City by certified mail or TWC shall obtain written agreement from its agent to provide the City thirty (30) calendar days notice of cancellation.

4.11.3 TWC shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverage and minimum limits of liability:

4.11.3.1 Professional Liability (Errors and Omissions) Insurance for professional services and the services of any other professional used in the performance of the work of this Agreement in the amount of two million dollars (\$2,000,000.00) with a deductible (if applicable) not to exceed twenty-five thousand dollars (\$25,000.00) per claim. The certificate of insurance for professional liability shall reference any applicable deductible and the work of this Agreement. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

Section 5. Duties and Responsibilities of the City.

5.1 To the extent permitted by law, the City shall use its best efforts to encourage persons undertaking development or other activities which adversely impact Wetlands in the City and requiring Off-Site Mitigation to contract with TWC for use of the Mitigation Bank.

5.2 The City covenants that during the Agreement Term it will not facilitate, or, to the extent permitted by law, permit, allow, or authorize any other wetlands mitigation bank within its borders for so long as the Mitigation Bank has Mitigation Bank Credits available.

5.3 The City shall retain the obligation of perpetual maintenance of the Mitigation Bank.

Section 6. Default; Remedies.

6.1 Event(s) of Default by TWC. Upon the happening of one or more of the events set forth below (each, an "Event of Default"), City shall have any and all rights and remedies set forth in Section 6.3 of this Agreement.

(a) In the event TWC should fail to pay any installment of License Fees or any other sums required to be paid hereunder as and when the same becomes due;



(b) In the event TWC should fail to remedy any modification request or notice of violation issued with respect to any of the Permits, excluding any notice of violation related to the perpetual maintenance obligations that have been transferred to and assumed by the City;

(c) In the event a petition in bankruptcy under any present or future bankruptcy laws (including but not limited to reorganization proceedings or voluntary insolvency filing) be filed by or against TWC and such petition is not dismissed within thirty (30) days from the filing thereof, or in the event TWC is adjudged as bankrupt;

(d) In the event an assignment for the benefit of creditors is made by TWC;

(e) In the event of an appointment by any court of a receiver or other court officer of TWC's property and such receivership is not dismissed within thirty (30) days from the date of such appointment;

(f) In the event TWC before the expiration of the Term, and without the written consent of the City, uses the Mitigation Bank Lands for purposes other than the purposes described herein;

(g) In the event TWC violates any other material term, condition or covenant herein on the part of TWC to be performed, and fails to commence and proceed with diligence and dispatch to remedy the same within ten (10) days after written notice thereof is given by City to TWC.

6.2 Event(s) of Default by City. In the event the City violates any material term, condition or covenant herein on the part of the City to be performed, and fails to commence and proceed with diligence and dispatch to remedy the same within ten (10) days after written notice thereof is given by TWC to the City, TWC shall have any and all rights and remedies set forth in Section 6.3 of this Agreement.

6.3 Remedies.

(a) If any Event of Default occurs, the parties shall have the right to obtain injunctive and declaratory relief, temporary and/or permanent, and to further obtain specific performance of any term, covenant, or condition of this Agreement.

(b) Any and all rights, remedies and options given in this Agreement to the parties, respectively, shall be cumulative and in addition to and without waiver of, or in derogation of, any right or remedy given to it under any laws now or hereafter in effect.

Section 7. Miscellaneous.

7.1 Representation and Warranties. Each party hereby represents and warrants for itself that it has full and complete power and authority to enter into and carry out this Agreement; that the signature appearing for such party at the end of this Agreement has been affixed pursuant to such specific authority as is required to bind it; that this Agreement constitutes a legal, valid and binding obligation of the party enforceable in accordance with its



terms; and that the execution and performance of this Agreement will not result in any breach or violation of, or constitute a default under, any agreement, charter, bylaws or other instruments to which it is a party.

7.2 Signage. Subject to City approval, TWC may erect signage adjacent to the Mitigation Bank Lands to recognize the roles of the City and TWC in the Mitigation Bank.

7.3 Notices. Each notice or other communication relating to this Agreement shall be in writing and delivered by hand, telephone, facsimile copy, air express, or certified or registered mail, return receipt requested. All notices and reports shall be addressed as set forth below:

If to the City:

City of Pembroke Pines, Florida
Charles F. Dodge City Center
601 City Center Way
Pembroke Pines, Florida 33025
ATTENTION: Charles Dodge, City Manager

With a copy to:

Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Blvd.
Suite 200
Ft. Lauderdale, Florida 33308
ATTENTION: Samuel Goren, City Attorney

If to TWC:

The Wetlandsbank Company, LLC
10097 Cleary Blvd.
Suite 303
Plantation, Florida 33324
ATTENTION: Robert B. Miller, CEO

With a copy to:

George I. Platt, P.A.
1512 E. Broward Blvd., Suite 101
Fort Lauderdale, FL 33301
gplatt@lsnpartners.com
ATTENTION: George I. Platt

A party may designate a new address by giving written notice to the other party. All notices or communication provided for herein shall be deemed to have been given when



received or delivered in person or, if sent by certified or registered mail, four (4) days after deposit.

7.4 Counterparts and Facsimile Signature. This Agreement may be executed in several counterparts with the same effect as if the parties executing several counterparts had all executed one document, and the executed counterparts taken together shall be deemed the original Agreement. Signatures transmitted by facsimile or email shall be treated for all purposes hereunder as original signatures.

7.5 Entire Agreement. This writing including the Exhibits hereto, constitutes the entire agreement among the parties and supersedes any prior understanding or agreements among them respecting the subject matter hereof. There are no extraneous representations, arrangements, understandings or agreements, oral or written, among the parties relating to this Agreement except those fully expressed herein.

7.6 Amendments. No amendments, changes, alterations, modifications, additions or qualifications to the terms of this Agreement shall be made or be binding unless made in writing and signed by authorized signatories of each of the parties.

7.7 Waiver. The waiver of any breach or term of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition.

7.8 Attorney's Fees. In the event suit is filed to enforce this Agreement the prevailing party in such suit or appeal, if any, shall be entitled to its costs and expenses, including attorneys' and other legal fees.

7.9 Applicable Law. This Agreement and the rights of the parties hereunder shall be governed and interpreted in accordance with the laws of the State of Florida and venue shall be in Broward County, Florida for all proceedings between the parties arising out of this Agreement.

7.10 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

7.11 Captions. Titles and captions are inserted for convenience only and in no way define, limit, extend or describe the scope or intent of this Agreement or any of its provisions and should not be construed in any way to affect the meaning or construction of this Agreement or any of its provisions.

7.12 Relationship; Independent Contractor. This Agreement shall not be construed to create a general partnership between the parties or to constitute either party the general agent of the other. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that TWC is an independent contractor 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 provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. TWC shall retain sole and absolute discretion in the judgment of the manner and means of carrying out TWC's activities and responsibilities hereunder. TWC 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 high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between TWC and the City and the City will not be liable for any obligation incurred by TWC, including but not limited to unpaid minimum wages and/or overtime premiums.

7.13 Interpretation. For purposes of interpretation of this Agreement both parties shall be deemed to have participated equally in the drafting and preparation hereof.

7.14 Rights to the Name or Mark. The rights to the name or mark, "Wetlandsbank" and similar names or marks associated with the activities contemplated under this Agreement shall be the property of TWC and nothing contained herein shall impair or waive TWC's rights thereto.

7.15 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the City and TWC (including their respective successors or assigns) and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof.

7.16 Access to Property; Signage. Commencing on the Effective Date, the City shall allow TWC access to the Mitigation Bank site as necessary to pursue the Required Permits and other aspects of the project. Notwithstanding the forgoing, however, TWC shall not be responsible for maintaining, securing, protecting or otherwise for the Mitigation Bank Lands. The City shall not be liable for any damage resulting from such access by TWC.

7.17 No Contingent Fees. TWC warrants that it has not employed or retained any company or person, other than a bona fide employee working for TWC to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the 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.

7.18 TWC hereby gives the CITY, through any authorized representative, upon reasonable notice, access to and the right to examine all records, books, papers, or documents relating to the purchase and sale of any ACOE Mitigation Bank Credits pursuant to this Agreement. TWC hereby agrees to maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds pursuant to this Agreement.



7.19 Public Records

- (a) The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. TWC shall comply with Florida's Public Records Law. Specifically, TWC shall:
- (b) Keep and maintain public records required by the CITY to perform the service;
- (c) 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, Fla. Stat., or as otherwise provided by law;
- (d) 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 contract term and, following completion of the contract, TWC shall destroy all copies of such confidential and exempt records remaining in its possession after TWC transfers the records in its possession to the CITY; and
- (e) Upon completion of the contract, TWC shall transfer to the CITY, at no cost to the CITY, all public records in TWC's possession. All records stored electronically by the TWC 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.
- (f) The failure of TWC to comply with the provisions set forth in this Section shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth herein.

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

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

7.20 During the performance of the Agreement, neither TWC nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. TWC will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or



disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. TWC shall agree 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. TWC further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

7.21 Scrutinized Companies. TWC, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Florida Statute 287.135, 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 if:

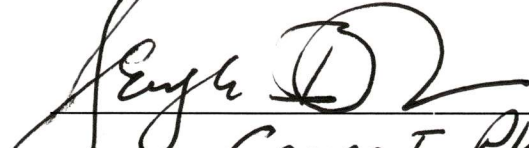
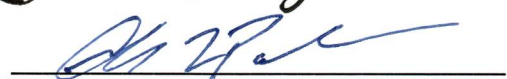
- (a) Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
- (c) Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
- (d) Is engaged in business operations in Syria.

[Signature Pages Follow]



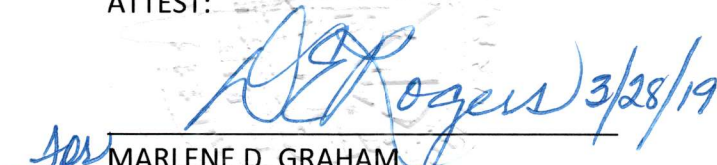
IN WITNESS WHEREOF, the undersigned have executed this License Agreement Regarding Pembroke Pines Mitigation Bank under their hands and seals in one or more counterparts as the Effective Date.

WITNESS:


Print name: George I. Platt


Print name: CHARLES L. PALMER


ATTEST:


MARLENE D. GRAHAM,
CITY CLERK

APPROVED AS TO FORM

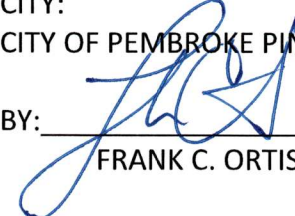

OFFICE OF THE CITY ATTORNEY

THE WETLANDSBANK COMPANY, LLC
a Florida Limited Liability Company

By: 
Robert B. Miller, CEO

Date: 3/28/19

CITY:
CITY OF PEMBROKE PINES

BY: 
FRANK C. ORTIS, MAYOR

