

**Accela Code Enforcement Record Project  
PSC2026-7**

**THIS IS AN AGREEMENT** ("Agreement"), dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**THE CITY OF COOPER CITY**, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50<sup>th</sup> Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

**GovForce, Inc.**, a Florida Corporation authorized to do business in the State of Florida, with a principal business address of **1931 NW 150<sup>th</sup> Avenue, Suite 287, Pembroke Pines, FL 33028**, (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.

Section 2-258(g) of the CITY's Code of Ordinances provides an exception to the CITY's competitive solicitation requirements for "professional services," which are defined as "contracts for the service of professionals, including but not limited to the practice of law, management consulting, medicine, real estate appraisal, or other area of expertise as determined by the city manager or designee to be in the best interest of the city and not otherwise subject to the requirements of F.S. § 287.055, as amended, may be entered into without competitive bidding." In accordance with this provision, the CITY has reviewed the qualifications, work history, and other relevant data provided by the CONSULTANT and determined it to be in the best interest of the CITY to enter into a contract with the CONSULTANT for professional services.

**ARTICLE 2. ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows:  
1) Agreement; 2) **Appendix A – GovForce Proposal** (including any Attachments thereto).

**ARTICLE 3. SERVICES AND RESPONSIBILITIES**

3.1 CONSULTANT hereby agrees to perform consulting services, as more particularly described in **Appendix A** attached hereto and by this reference made a part hereof.

3.2 Unless otherwise provided for herein, CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

3.3 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.

3.4 CONSULTANT assumes professional and technical responsibility for the performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.

3.5 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY.

**ARTICLE 4. TERM AND TERMINATION**

4.1 This Contract shall become effective on the date identified on the first page of this Agreement, and shall continue through the last day of the **four (4<sup>th</sup>) month, thereafter, July 31, 2026**.

The CITY may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period. The CITY will notify the CONSULTANT in writing of the one hundred-eighty (180) calendar day extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the CITY and the CONSULTANT, upon approval by the CITY Commission (the "Commission").

4.2 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon seven (7) days' written notice by the CITY to CONSULTANT, in which event the CONSULTANT shall be paid compensation for services performed up to the termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY immediately.

**ARTICLE 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

- a) to the Project Manager  
City of Cooper City  
Attention: Jonathan Lopez  
9090 S.W. 50<sup>th</sup> Place  
Cooper City, Florida, 33328  
Telephone No. (954) 434-4300 x 231  
Email: [JLopez@CooperCity.gov](mailto:JLopez@CooperCity.gov)

and,

- b) to the Contract Manager  
City of Cooper City, Procurement  
Attention: Tyrone White  
9090 S.W. 50<sup>th</sup> Place  
Cooper City, Florida 33328-4227  
Phone Number: (954) 434-4300 X 268  
Email: [Purchasing@CooperCity.gov](mailto:Purchasing@CooperCity.gov)

Copy To: Jacob G. Horowitz, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Phone Number: (954) 771-4500  
Email: [JHorowitz@gorencherof.com](mailto:JHorowitz@gorencherof.com)

Consultant: **GovForce Inc.**  
**Issac Standard, M.Sc., MCSA**  
**1931 NW 150th Avenue, Suite 287**  
**Pembroke Pines, FL 33028**  
**Phone Number: (678) 997-7206**  
**E-mail: [issac.standard@govforceinc.com](mailto:issac.standard@govforceinc.com)**

#### **ARTICLE 6. PAYMENT FOR GOODS/SERVICES AND AMOUNT OBLIGATED**

The CONSULTANT warrants that it has reviewed the CITY'S requirements and has asked such questions and conducted such other inquiries as the CONSULTANT deemed necessary to determine the price the CONSULTANT will charge to provide the Goods/Services to be performed under this Contract. The compensation for all Goods/Services performed under this Contract, including all costs associated with such Work, shall be paid in accordance with **Appendix A**. The CITY shall have no obligation to pay the CONSULTANT any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the CITY and the CONSULTANT.

All Work undertaken by the CONSULTANT before CITY'S approval of this Contract or after the expiration of this contract shall be at the CONSULTANT'S risk and expense.

#### **ARTICLE 7. COMPENSATION AND METHOD OF PAYMENT**

7.1 CONSULTANT shall be compensated based on the hourly rates set forth in Appendix A for the scope of work set forth in Appendix A. Although travel and other reimbursable expenses are not expected, CONSULTANT shall be entitled to mutually agreed-upon expenses, where necessary. The total compensation for this Agreement shall not exceed **Thirty-three thousand three hundred sixty and 25/100 dollars. (\$33,360.25)**; unless this contract is amended.

7.2 CONSULTANT shall submit invoices based on the work performed. The invoices shall include, but not be limited to, contract number, CITY purchase order number, date of service, the amount of time spent, a description of the service and whether the service was within the Scope of Work or an additional service, and any other information reasonably required by CITY. The CITY will make its best efforts to pay CONSULTANT within thirty (30) days of receipt of a proper invoice.

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

#### **ARTICLE 8. CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

8.1 CITY may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in Appendix A, to be provided under this Agreement as described in Article 3 of this Agreement. These changes will affect the compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and shall be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith before any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

8.2 In no event will the CONSULTANT be compensated for any work that has not been described in a separate written agreement executed by the parties hereto.

#### **ARTICLE 9. INDEMNIFICATION**

9.1 CONSULTANT shall indemnify and save harmless and defend the CITY, its trustees, 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 in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONSULTANT pursuant to this Agreement.

9.2 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.

9.3 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, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The 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.

9.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONSULTANT and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONSULTANT. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

#### **ARTICLE 10. INSURANCE**

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, CONSULTANT shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of CONSULTANT. CONSULTANT shall provide the CITY a certificate of insurance evidencing such coverage. CONSULTANT'S insurance coverage shall be primary insurance for all applicable policies, in respect to the CITY'S interests for this Agreement. The limits of coverage under each policy maintained by CONSULTANT shall not be interpreted as limiting CONSULTANT'S liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Management office.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by CONSULTANT for assessing the extent or determining appropriate types and limits of coverage to protect CONSULTANT against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the CITY'S review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under this Agreement.

The following insurance policies and coverages are required:

##### Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of CONSULTANT. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

#### Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If CONSULTANT does not own vehicles, CONSULTANT shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

#### Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

CONSULTANT waives, and CONSULTANT shall ensure that CONSULTANT 'Insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

CONSULTANT must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

#### Insurance Certificate Requirements

- a. CONSULTANT shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. CONSULTANT shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of CONSULTANT following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, CONSULTANT shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the CONSULTANT'S Workers' Compensation insurance policy.

- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

**City of Cooper City – Risk Management Office**  
**9090 SW 50th Place**  
**Cooper City, FL 33328-4227**

CONSULTANT has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at CONSULTANT'S expense.

If CONSULTANT's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, CONSULTANT may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

CONSULTANT's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by CONSULTANT that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, CONSULTANT must provide to the CITY confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of CONSULTANT's insurance policies.

CONSULTANT shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to CONSULTANT's insurance company or companies and the CITY's Risk Management office as soon as practical.

It is the CONSULTANT's responsibility to ensure that any and all of the CONSULTANT's independent consultants and subconsultants comply with these insurance requirements. All coverages for independent consultants and subconsultants shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the CONSULTANT. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to CONSULTANT.

#### **ARTICLE 11. INDEPENDENT CONSULTANT**

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 12. VENUE AND GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

#### **ARTICLE 13. PUBLIC RECORDS**

10.1 The City of Cooper City is a public agency, subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

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

10.1.2 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, Fla. Stat., or as otherwise provided by law;

10.1.3 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 contract term and, following completion of the contract, 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

10.1.4 Upon completion of the contract, 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.

10.2 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.

**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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK**  
**9090 S.W. 50<sup>th</sup> PLACE**  
**COOPER CITY, FL 33328**  
**(954) 434-4300**  
[PRR@CooperCityFL.org](mailto:PRR@CooperCityFL.org)

**ARTICLE 11**  
**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.

11.1 Definitions for this Section:

11.1.1 "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, CONSULTANT.

11.1.2 "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.

11.1.3 "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.

11.2 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:

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

11.2.2 All persons (including sub-consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. 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 Cooper City; and

11.2.3 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 13. OWNERSHIP OF DOCUMENTS**

Reports, surveys, plans, studies and other data provided in connection with this Agreement 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.

#### **ARTICLE 14. ACCESS TO RECORDS**

CONSULTANT shall keep such records and accounts and require any and all sub-consultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

#### **ARTICLE 15. 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.

#### **ARTICLE 16. 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. 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.

#### **ARTICLE 17. 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.

#### **ARTICLE 18. HEADINGS**

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

#### **ARTICLE 19. APPENDICES**

Each Appendix referred to in this Agreement forms an essential part of this Agreement. The appendices if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

#### **ARTICLE 20. 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.

#### **ARTICLE 21. EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

#### **ARTICLE 22. LEGAL REPRESENTATION**

It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions 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.

#### **ARTICLE 23. 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.

#### **ARTICLE 24. BANKRUPTCY**

The CITY may terminate this Contract, if, during the term of any Contract, the CONSULTANT becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the CONSULTANT under federal bankruptcy law or any state insolvency law.

#### **ARTICLE 25. DEFAULT OF CONTRACT & REMEDIES**

- 25.1 **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 resulting from CONSULTANT's failure to perform in accordance with the requirements of this Agreement.
- 25.2 **Correction of Work.** If, in the judgment of CITY, the services provided by CONSULTANT do not conform to the requirements of this Agreement, or if the services exhibit poor workmanship, CITY reserves the right to require that CONSULTANT correct all deficiencies in the services to bring the services into conformance without additional cost to CITY, and / or replace any personnel who fail to

perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

25.3 **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 for which CITY may terminate for cause:

25.3.1 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 Utilities Director or individual relative thereto.

25.3.2 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 seven (7) 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 seven (7) 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 seven (7) calendar day period and thereafter diligently prosecutes such cure to completion.

25.3.3 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.

25.3.4 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.

25.4 **Remedies in Default.** In case of default by CONSULTANT, the 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 seven (7) 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.

25.4.1 Upon such declaration of default, all payments remaining due CONSULTANT at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CONSULTANT.

25.4.2 CITY may complete the Agreement, or any part thereof, either by day labor or re- letting a contract for the same, and procure services necessary for the completion of the Agreement, and charge the cost of same to CONSULTANT with the costs incident thereto to such default.

25.4.3 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.

- 25.4.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONSULTANT fails to meet reasonable standards of the trade after CITY gives written notice to the CONSULTANT of the deficiencies as set forth in the written notice within fourteen calendar (14) calendar days of the receipt by CONSULTANT of such notice from CITY.

#### **ARTICLE 26. DISPUTE RESOLUTION**

In the event that a dispute, if any, arises between CITY and CONSULTANT relating to this Agreement, performance or compensation hereunder, CONSULTANT shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. CONSULTANT expressly agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

#### **ARTICLE 27. ORGANIZATIONAL CONFLICT OF INTEREST**

It is the policy of the CITY, implemented through this section, to identify, analyze and address organizational conflicts of interest that might otherwise exist in order to maintain the public's trust in the integrity and fairness of the CITY's procurement process and to protect the business interests of the CITY, thereby safeguarding public dollars. This policy shall be supplemental to and not in derogation of any other requirements of law relating to conflicts of interest, including, but not limited to, the CITY's Code of Ethics.

The CONSULTANT: (a) execution of this Agreement or any work order and/or (b) making a claim for payment under this Agreement, constitutes the CONSULTANT's certification to the CITY that the CONSULTANT or its subconsultants do not have knowledge of any organizational conflicts of interest that exist in performing the work under this Agreement. False certifications may be considered a material breach of the Agreement and the CONSULTANT may be liable to the CITY for a false claim. At any time during the performance of the Agreement, the CITY may require the CONSULTANT to execute an express written certification that, after diligent inquiry, the CONSULTANT does not have knowledge of any organizational conflict of interest. The CITY may also require the CONSULTANT to set forth in writing the scope of the inquiry conducted to make the express certification. Failure to make diligent inquiry, to disclose known conflict or potential conflict, or to execute the documents required to be produced may be considered a material breach of the contract and may disqualify the CONSULTANT or its subconsultants/subcontractors from award of other CITY professional service agreements.

The CONSULTANT and its subconsultants/subcontractors shall be obligated to disclose to the CITY any organizational conflict of interest which may exist or arise during the performance of this Agreement, or the potential for such conflicts to occur, immediately upon the discovery of such actual or potential conflict. The disclosure shall be in writing, addressed to the Director or the Director's designee. The disclosure shall identify the organizational conflict of interest with sufficient detail for the CITY's analysis and propose a method to address the same. The CONSULTANT/subconsultants/subcontractors' failure to identify an organizational conflict of interest, or to disclose the same to the City in the manner set forth in this Article, may be considered a material breach of the Agreement.

**ARTICLE 28. SCRUTINIZED COMPANIES**

CONSULTANT certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONSULTANT agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONSULTANT, its affiliates, or its sub-consultants are found to have submitted a false certification; or if the CONSULTANT, its affiliates, or its sub-consultants are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**ARTICLE 29. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT**

During the performance of the Agreement, neither the CONSULTANT nor any subconsultant/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. CONSULTANT 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. CONSULTANT 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. CONSULTANT further agrees that CONSULTANT will ensure that subconsultant/subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

By entering into this Contract, the CONSULTANT attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the CONSULTANT or any owner, subsidiary or other firm affiliated with or related to the CONSULTANT is found by the responsible enforcement agency or the CITY to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the CONSULTANT submits a false affidavit pursuant to this Resolution or the Resolution during the term of this Contract, even if the CONSULTANT was not in violation at the time it submitted its affidavit.

**ARTICLE 30. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES  
AFFIDAVIT**

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Consultant is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the CONSULTANT providing an affidavit that it does not use coercion for labor or services. This attestation by the CONSULTANT shall be in the form attached to this Contract as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the CONSULTANT and provided to the CITY when entering, amending, or renewing this Contract.

This Contract shall be void if the CONSULTANT submits a false Affidavit pursuant to Section 787.06, F.S., or the CONSULTANT violates Section 787.06, F.S., during the term of this Contract, even if the CONSULTANT was not in violation at the time it submitted its Affidavit.

### **ARTICLE 31. GENERAL CIVIL RIGHTS PROVISIONS**

The CONSULTANT agrees that it will comply with pertinent statutes, Codes and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is an additional to that required by Title VI of the Civil Rights Act of 1964.

### **ARTICLE 32. PROPRIETARY INFORMATION**

As a municipal corporation of the State of Florida, City of Cooper City is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The CONSULTANT acknowledges that all computer software in the CITY's possession may constitute or contain information or materials which the CITY has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the CITY has developed at its own expense, the disclosure of which could harm the CITY's proprietary interest therein.

During the term of the Contract, the CONSULTANT will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the City's property, any computer programs, data compilations, or other software which the CITY has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the City (the "Computer Software"). All third-party license agreements must also be honored by the CONSULTANT and its employees, except as authorized by the CITY and, if the Computer Software has been leased or purchased by the CITY, all hired party license agreements must also be honored by the CONSULTANT's employees with the approval of the lessor or CONSULTANT thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The CONSULTANT will report to the CITY any information discovered or which is disclosed to the CONSULTANT that may relate to the improper use, publication, disclosure, or removal from the CITY's property of any information technology software and hardware and will take such steps as are within the Consultant's authority to prevent improper use, disclosure, or removal.

### **ARTICLE 33. PROPRIETARY RIGHTS**

a) The CONSULTANT hereby acknowledges and agrees that the CITY retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the CITY to the CONSULTANT hereunder or furnished by the CONSULTANT to the CITY or created by the CONSULTANT for delivery to the CITY, even if unfinished or in process, as a result of the goods or services the CONSULTANT performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Consultant as well as its employees, agents, Subconsultant/Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The CONSULTANT shall not, without the prior written consent of the CITY, use such documentation on any other project in which the CONSULTANT or its employees, agents, Subconsultants, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the CONSULTANT to meet official regulatory requirements or for other purposes in connection with the goods or services under this Agreement shall not be construed as publication in derogation of the CITY's copyrights or other proprietary rights.

b) All Developed Works shall become the property of the CITY.

c) Accordingly, neither the CONSULTANT nor its employees, agents, Subconsultant/Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the CONSULTANT, or any employee, agent, Subconsultant/Subcontractor or supplier thereof, without the prior written consent of the City, except as required for the CONSULTANT's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the CONSULTANT and its Subconsultants/Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the CONSULTANT hereby grants, and shall require that its Subconsultants, Subcontractors and suppliers grant, if the CIT so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the CITY or entities controlling, controlled by, under common control with, or affiliated with the CITY, or organizations which may hereafter be formed by or become affiliated with the CITY. Such license specifically includes, but is not limited to, the right of the CITY to use or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the CITY for such person's or entity's use in furnishing any or all of the Deliverables provided hereunder exclusively for the CITY or entities controlling, controlled by, under common control with, or affiliated with the CITY, or organizations which may hereafter be formed by or become affiliated with the CITY. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

#### **ARTICLE 34. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the CONSULTANT without the express written consent of the CITY:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the CITY, or the Work being performed hereunder, unless the CONSULTANT first obtains the written approval of the CITY. Such approval may be withheld if for any reason the CITY believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any CONSULTANT, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the CITY; and

c) Except as may be required by law, the CONSULTANT and its employees, agents, Subconsultants/Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the CONSULTANT or such parties has been approved or endorsed by the CITY.

#### **ARTICLE 35. FORCE MAJEURE**

Under applicable law, force majeure shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake, etc.), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties.

Neither the CITY nor the CONSULTANT shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the

occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the persons designated in the Notice provision above in this Agreement. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to CITY operations. The CITY maintains the right to terminate the Contract for convenience or obtain the goods and/or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

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

**CITY:**

CITY OF COOPER CITY, FLORIDA

ATTEST:

\_\_\_\_\_  
TEDRA ALLEN, CITY CLERK

By: \_\_\_\_\_  
ALEX REY, CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

**CONSULTANT:**

WITNESSED BY:

**GovForce Inc., a Florida Corporation**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of **GovForce Inc.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **ForThe4 Consulting, LLC** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

**IN WITNESS OF THE FOREGOING**, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, **2026**.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Print or Type Name

My Commission Expires: \_\_\_\_\_