

SECTION 00500
AGREEMENT (CONTRACT)

This "Agreement" ("Contract") made as of this ____ day of _____, 2026, by and between the Tindall Hammock Irrigation and Soil Conservation District, located at 888 South Andrews Avenue, Suite 302, Fort Lauderdale, Florida, 33316 (hereinafter called the "District") and _____ located at _____ (hereinafter called the "Operator"). District and Operator, in consideration of the mutual covenants hereinafter set forth, agree as follows:

WITNESSETH THAT:

1.01 GENERAL

- A. Wherever the pronoun "he" is used in the Contract Documents, it shall refer to all genders.
- B. All tasks stated in the Contract Documents to be performed by the Manager will be performed by the Manager or other authorized representatives of the District as may be determined and so designated by the District.
- C. The Operator has agreed and by these presents does hereby agree with the District, that Operator will duly perform, carry out, and be bound by each and every one of the terms, provisions, conditions, covenants, and agreements as set out and contained in this Agreement and the other Contract Documents, for the consideration herein mentioned, at his own cost and expense, to furnish all labor of every description necessary for and to carry out and complete in a good, firm, substantial, and workmanlike manner and in strict conformity with the Contract Documents, and the work shown on and described in the Contract Documents.
- D. The Operator acknowledges that Operator has investigated and correlated its observations with the requirements of this Agreement and satisfied itself as to the conditions affecting the work. These conditions include, but are not restricted to, those bearing upon physical conditions at the site and the character of equipment and facilities needed preliminary to and during prosecution of the work. Any failure by the Operator to acquaint itself with the available information will not relieve Operator from responsibility for estimating properly the difficulty or cost of successfully performing the work. The District assumes no responsibility for any conclusions or interpretations made by the Operator on the basis of the information made available by the District, its officers, employees, or consultants prior to the execution of this Agreement, unless such information has been stated expressly in the Contract Documents.

- E. The following constitute the Contract Documents: Request for Proposal (RFP) 26-01 – Operations Maintenance and Management of Water and Wastewater Utility Plant prepared by Tindall Hammock Irrigation and Soil Conservation District, this Agreement, Proposal dated _____, Scrutinized Companies Certification, Non-Collusion Affidavit, Anti-human Trafficking Affidavit, Notice Inviting Proposals, Cost Proposal, Bid Bond, and all required certificates and affidavits, General Conditions, Supplementary Conditions, Addenda, Change Orders which may be delivered or issued after Effective Date of the Agreement. This list is not necessarily inclusive of all Contract Documents.
- F. District hereby agrees to pay to the Operator for the faithful performance of this Agreement, subject to additions and deductions as provided in the Contract Documents and the Proposal, in lawful money of the United States, the amount of _____ based on the amounts stated in the Proposal.
- G. The Operator hereby agrees that it is the Contractor's absolute responsibility to comply with each and every requirement and regulation of any and all applicable governmental entities.
- H. Notwithstanding any provisions of the Contract Documents to the contrary, the scope of the work shall include, but not be limited to, the following:
- The work as specified in the Proposal Documents for the Tindall Hammock Irrigation and Soil Conservation Utility Plant, which shall include, but not be limited to the items stated in Exhibit "A" to this Agreement, including but not limited to: required insurance, the provision or furnishing of labor, supervision, services, permits, and licenses required of the Operator. The Work to be performed by the Operator is generally described as, ACCORDING TO THE REQUEST FOR PROPOSAL AND THIS CONTRACT.
- I. Operator acknowledges the provisions of Section 287.133 of the Florida Statutes that Operator has been notified that a person or affiliate who has been placed on the State Department of Management Services convicted vendor list following a conviction for a public entity crime may not submit a bid, work on a contract or provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO (\$35,000.00) for a period of 36 months from the date of being placed on the convicted vendor list.

1.02 PAYMENT

- A. Upon faithful performance of this Agreement in all respects by the Operator, the District agrees to pay the Operator for all services performed at the applicable prices.
- B. If the Operator is in full compliance with the terms and conditions of this Agreement, the Operator will be paid monthly in accordance with the terms and provisions of the Contract Documents and as shall have been approved by the District. For the purpose of preparing an invoice, the Operator shall use an approved payment request form and will submit, as a requisition for payment, the value of all prior services done on or before the 20th day of each calendar month. (See Also Section 16 of the General Conditions).
- C. The Operator will furnish the District, with each application for Payment, if applicable, Partial Releases of Lien for all Subcontractors and suppliers, and an affidavit stating the Contractor's outstanding obligations to any subcontractors and suppliers.
- D. Final payment for the services will become due and payable within thirty (30) days after completion of the services according to this Agreement, the Contract Documents, and acceptance thereof by the District.
- E. Final payment will not be made or become due to the Operator until the Operator has submitted, and the District has approved final payments.
- F. The terms and schedule of payment will be adjusted as may be necessary.

1.03 TRANSFER OF OBLIGATIONS

- A. The Operator agrees that Operator will not transfer or assign this Agreement without written approval from the District (which may be arbitrarily withheld). Any transfer without District's written approval shall be null and void and of no force or effect.

1.04 SCHEDULE

- A. The District shall issue a notice to proceed within ten (10) days of the execution of this Agreement or as agreed to by the parties and the Operator agrees, to commence with the work within thirty (30) days of the date of the notice to proceed and to faithfully prosecute the same in a continuous and uninterrupted manner and completed in all respects in accordance with the Contract Documents. The Contract term is three (3) years with two (2) five (5) year extensions, as stated in the RFP.

- B. Notwithstanding the foregoing, these time frames may be extended in the event of unforeseen problems. All requests for additional extensions shall be submitted in writing to the Manager prior to the time frame expiration. All extensions must be approved or denied in writing by the Manager within ten (10) consecutive calendar days following receipt of the request. If the Manager does not reply within said ten (10) days, the request will be considered as having been approved.
- C. Should the District be prohibited by governmental order or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after commencement, the Operator shall not be entitled to make any claims for damage.
- D. Operator shall coordinate inspection with governmental agencies which require and perform to the applicable agencies, District, and Manager prior to the inspection.
- E. Contractor shall maintain all work required by this Contract.
- F. Services are to be provided 24 hours-a-day/7 days-a-week or as otherwise coordinated with the District Manager. The Operator shall notify the District Manager at least three (3) consecutive calendar days prior to any change in the schedule or as reasonably practical under the circumstances requiring any change.

1.05 ATTORNEY FEES

- A. In the event either party brings suit for enforcement of this Agreement to resolve any issues, the prevailing party shall be entitled to attorney fees and court costs in addition to any other remedy afforded by law.

1.06 FLORIDA LAW/VENUE

- A. In the event either party commences legal proceedings, any such proceedings shall be commenced in the Broward County, Florida courts and all proceedings shall be governed by State of Florida law.

1.07 INSURANCE

- A. Contractor shall obtain and keep in effect during the term of this Agreement, liability and worker's compensation, and other insurance in amounts as required by the District and as stated in the Supplemental Conditions.

1.08 PUBLIC RECORDS

In accordance with Chapter 119, Florida Statutes, (See Section 119.0701, Fla. Stat.) the Proposer must respond and provide all public records to the Tindall Hammock Irrigation and Soil Conservation District public records custodian upon request. Specifically, the Proposer shall:

- A. Keep and maintain public records required by District to perform the contracted services.
- B. Upon request from the District's custodian of public records, provide the District 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, F.S., or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the contract term and following completion of the contract if the Operator does not transfer the records to District.
- D. Upon the completion of the contract, transfer, at no cost to the District, all public records in possession of the Operator or keep and maintain public records required by the District to perform the contracted services. If the Proposer transfers all public records to the District upon completion of the contract, the Operator shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Operator keeps and maintains public records upon completion of the contract, the Operator shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records in a format that is comparable with the information technology systems of the District.

IF THE OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TINDALL HAMMOCK IRRIGATION AND SOIL CONSERVATION DISTRICT: ATTN: PATRICIA MAHANEY, 3941 SW 47TH AVENUE, DAVIE, FLORIDA 33314; 954-332-7778; pmahaney@everhartmgtgroup.com.

1.09 E-VERIFY REQUIREMENTS

- A. Effective July 1, 2023, a public agency (includes the District) must require that the Operator register with the E-Verify system to verify the work authorization status of all new employees. Operator acknowledges and agrees to utilize the

U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- i. All persons employed by Operator to perform services within Florida during the term of the contract; and
- li All persons assigned by Operator to perform work pursuant to the contract with the District. The Operator acknowledges and agrees that 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 District.

B. By entering into this Agreement, the Operator becomes obliged to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Operator agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended, and Operator may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Operator will also be liable for any additional costs to District incurred as a result of the termination of this Agreement in accordance with this Section.

1.10 ENVIRONMENTAL AND SOCIAL GOVERNMENT AND CORPORATE ACTIVISM:

Pursuant to section 287.05701, Florida Statutes (2023), adopted in Chapter 2023-028, Laws of Florida, local governments cannot give preference to an Operator based on social, political, or ideological interests, such as those listed directly below. Violations will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

- A. The Operator's political opinions, speech, or affiliations;
- B. The Operator's religious beliefs, religious exercise, or religious affiliations;
- C. The Operator's engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
- D. The Operator's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
- E. The Operator's support of the state or Federal Government in combatting illegal immigration, drug trafficking, or human trafficking;

- F. The Operator's engagement with, facilitation of, employment by, support of, or advocacy for any person described in this paragraph;
- G. The Operator's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Operator is in compliance with applicable state or federal law: (1) Environmental standards, including emissions standards, benchmarks, requirements, or disclosures; (2) Social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; (3) Corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or (4) Policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

1.11 MISCELLANEOUS

- A. Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.
- B. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- C. District and Operator each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- D. Covid-19 Virus: Should any of the Operator's employees that are on the job site be infected by Covid-19 or have symptoms of Covid-19, no matter how mild, said infection/symptoms shall immediately be brought to the attention of the Manager, who shall determine if the utility plant should be shut down. Notwithstanding the foregoing, the Operator shall continue to determine, adopt, and maintain reasonable measures to maintain sanitation and cleanliness of the job site and items that may come in contact with employees and the public, and to take such reasonable action to ensure that their employees adhere to all applicable required and recommended social distancing and other guidelines/requirements.

- E. Operator shall not be liable for delay in the performances of or for failure to perform any of its obligations if such delay or failure results from acts of God, war, declared or undeclared, rebellion, riot, civil disorders, acts of public enemies, blockade or embargo, lockouts, lack or failure of transportation facilities, fire, explosion, lack of resources, labor strikes, pandemics, weather, hurricanes, storms, lightning, acts or regulations of governmental agencies or their representatives, or from other circumstances whatsoever, whether or not of a similar or wholly dissimilar character, not reasonably within the control of the Operator.
- F. Adjustments/change orders to this Agreement may require approval of the District Board of Supervisors.
- G. The District is not required to obtain building or other permits from the Town of Davie or Broward County. However, all work associated with the work by the Operator shall comply with industry standards that meet the State of Florida, Broward County, and the Town of Davie requirements for the work associated with the utility plant.
- H. Should any part, term, or provision of this Agreement or any document required herein to be executed be declared invalid, void, or unenforceable, all remaining parts, terms, and provisions thereof shall remain in full force and effect and shall in no way be invalidated, impaired, or affected thereby.
- I. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the Parties shall sign a sufficient number of counterparts so that each Party will receive a fully executed original of this Agreement.
- J. This Agreement is subject to such revisions as are agreed to by the District and the Operator.

1.12 NOTICE

- A. All Notices, including requests for extension of time, shall be provided as follows:

AS TO DISTRICT:

District Chair:
H. Collins Forman, Jr.
hcf@hcforman.com
954-931-1579

Utilities Administrator:
Robert Salerno

bsalerno@thiscd.org
954-931-8916

District Manager:
Patricia Mahaney
pmahaney@everhartmgt.com
954-465-7693

District Engineer:
Jay Ameno, P.E.
jamenojr@gmail.com
561-289-5147

Attorney for District:
Douglas R. Bell, Esquire
bell8526@bellsouth.net
954-980-5834

AS TO OPERATOR:

In witness whereof, the parties hereto have executed this Agreement on the day first written above, and three (3) counterparts, each of which shall without proof or accounting for the other counterpart, be deemed an original Agreement.

WITNESSES:

OPERATOR: _____

Witness Signature

Witness Print Name

Witness Signature

Witness Print Name

By: _____

Print Name & Title

Date

License No.

AGREEMENT CERTIFICATE

State of _____)
) SS.
County of _____)

I HEREBY CERTIFY THAT at a meeting of the Board of Directors of the _____
_____ (hereinafter "the Operator,") existing under the laws of
the State of Florida, held on _____, 20_____, the following
resolution was passed and adopted:

“BE IT RESOLVED THAT _____ (name), as _____ (title) of the Corporation and the Tindall Hammock Irrigation and Soil Conservation District and that his/her execution thereof, attested to by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of the Corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation

on this _____, day of _____, 20_____.

Secretary

(SEAL)

Agreement (Contract) between District and Operator for services specified in the Proposal documents for the Tindall Hammock Irrigation and Soil Conservation District for Operations, Maintenance, and Management of Water and Wastewater Utility Plant.

District: Tindall Hammock
Irrigation & Soil Conservation
District

By:

H. Collins Forman, Jr., Chair

Attest: _____
Patricia Mahaney, Secretary

Date: _____

Contract Amount:

\$ _____

Approved as to Form and Correctness

Douglas R. Bell, District Attorney

EXHIBIT "A"
RESPONSIBILITIES OF THE OPERATOR

The responsibilities of the Operator shall include, but not be limited to, the following:

- A. Operational Procedures: Establish effective systems and procedures to properly manage the day-to-day affairs and operations of the District, including supervision of a staff of approximately 13 current District employees.
- B. Planning: Recommend and implement short- and long-term range plans for all elements of District operations, capital improvement program, maintenance of District facilities and rehabilitation projects.
- C. Staffing: Provide adequate, licensed, and qualified staffing to support all District operations consistent with District policies/procedures. All new Employees shall become Employees of the District (Ferncrest Utilities).
- D. Intergovernmental Coordination: Establish and maintain communication and coordination with all appropriate governmental entities which may directly or indirectly affect the District. This shall include participation in countywide water management organizations, the Florida Association of Special Districts (FASD), and the South East Florida Utility Council (SEFLUC) on the second Monday of the month.
- E. Public Representation: Represent the District at public functions.
- F. Contractual Responsibilities: Evaluate and manage contractual obligations of the District.
- G. Board Meetings: Assist the District Manager in preparation of the agenda and necessary backup documentation for the items to be considered by the Board of Supervisors at their monthly and special meetings.
- H. Environmental: Include, but not limited to, insuring compliance with all EPA, OSHA, state, and local laws dealing with hazardous material, employee safety, and compliance of such rules and laws.
- I. Financial/Budget: Includes submittal of proposed budget, review and update current expenses, provide coordination and assistance between District Manager, staff, and outside accounting firms to ensure accurate and comprehensive financial statements and reports, and full accounting of accounts payable and accounts receivable.

- J. Inventory: Require yearly inventory of all District equipment. Other duties include placement of new equipment into inventory and removal of old/broken equipment from inventory and disposing of same according to state laws.
- K. Permitting: Assist the District Engineer in the review and issuance of all permit applications associated with the Utility Plant submitted to the District in accordance with the Districts' Design Criteria Manual.
- L. General Public: Receive and respond to citizen's and public official's concerns regarding issues and activities within the District and maintain effective interagency communication.
- M. Insurance: Prepare and maintain accurate records with regard to insurance coverage for all District's property and equipment, including cybersecurity. In addition, the Operator must maintain current and accurate replacement costs.

