

**AGREEMENT BETWEEN THE  
CITY OF LAUDERHILL  
AND  
LAUDERHILL CHAMBER OF COMMERCE, INC.  
FOR  
ECONOMIC DEVELOPMENT AND BUSINESS RETENTION SERVICES**

This Agreement is made and entered into the \_\_\_\_\_ day of November, 2019 by and between the City of Lauderhill, a Florida municipal corporation, whose address is 5581 West Oakland Park Boulevard, Lauderhill, Florida 33313 (“CITY”), and the Lauderhill Regional Chamber of Commerce, Inc., whose address is 5548 West Oakland Park Boulevard, Lauderhill, Florida 33313 (“CHAMBER”) for Economic Development and Business Retention Services (“Agreement”). References in this Agreement to “City Manager” shall be meant to include his designee.

WITNESSETH:

WHEREAS, The CITY desires to contract with CHAMBER for the CHAMBER to provide economic development and business retention services for the CITY; and

WHEREAS, the CHAMBER has submitted a proposal to the CITY that indicates that the CHAMBER has the staff, experience and qualifications to provide economic development and business retention services for the CITY; and

WHEREAS, CITY and CHAMBER desire to enter into an Agreement whereby the duties and obligations to each other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

**SECTION 1. SCOPE OF SERVICES**

1.1 CITY agrees to authorize the CHAMBER to perform Services in accordance with the terms herein and as specified in the Scope of Services, attached hereto as Exhibit “A”.

**SECTION 2. TERM**

2.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall extend for a three (3) year term.

2.2 After the initial term, the CITY shall have the exclusive option to renew the Agreement for an additional term of two (2) years, and upon completion of that period. This provision in no way limits either party’s right to terminate this

Agreement at any time during the initial term or any extension thereof, pursuant to Section 4 of the Agreement.

### **SECTION 3. COMPENSATION**

**3.1** The amount of compensation payable annually by the CITY to CHAMBER shall be one hundred thousand dollars (\$100,000.00).

**3.2** Notwithstanding any provision of this Agreement to the contrary, City Manager may withhold, in whole or in part, payment to the extent necessary to protect the CITY from negligent, careless or defective work of CHAMBER which has not been remedied or resolved in a manner satisfactory to City Manager. The amount withheld shall not be subject to payment of interest by CITY.

**3.3** Payment shall be made to CHAMBER at:

Attention:  
Lauderhill Regional Chamber of Commerce, Inc.  
5548 W. Oakland Park Boulevard  
Lauderhill, FL 33313

or by Electronic Funds Transfer (EFT) as determined by the CITY.

**3.4** CHAMBER agrees to keep such records and accounts as may be necessary, for such time period as required by Florida Statutes, in order to record complete and correct entries as to personnel hours charged for which CHAMBER receives payment. Such books and records shall be available at all reasonable times for examination and audit by CITY.

**3.5** If it should become necessary for CITY to request CHAMBER to render any additional services to either supplement the services described or to perform additional work, such additional work shall be performed, as authorized by the City Manager. Any such additional work agreed to by both parties shall be performed at the rate agreed to in Section 3.1 above.

**3.6** In exchange for the acceptance of compensation from the CITY, the Administrative Staff and the Members of the Board of directors of the CHAMBER shall be subject to a background check at the request of the CITY.

**3.7** Annually, the CHAMBER shall submit to an independent audit by a certified accounting firm. The independent audit shall be submitted to the CITY on or before \_\_\_\_\_ each fiscal year. The payment of funds from the CITY to the CHAMBER is contingent on the receipt of the independent audit as required in this agreement.

## **SECTION 4. TERMINATION**

**4.1** This Agreement may be terminated for cause by action of the City Manager if the CHAMBER is in breach and has not corrected the breach within thirty (30) days after written notice from the CITY identifying the breach. This Agreement may also be terminated for convenience by the City Manager upon not less than sixty (60) days written notice by the City Manager. This Agreement may also be terminated upon such notice as the City Manager deems appropriate under the circumstances in the event City Manager determines that termination is necessary to protect the public health, safety, or welfare.

This Agreement may be terminated for cause by the CHAMBER if the CITY is in breach and has not corrected the breach within sixty (60) days after written notice from the CHAMBER identifying the breach.

**4.2** Termination of this Agreement for cause shall include, but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement, or breach of the provisions of this Agreement, notwithstanding whether any such breach was previously waived or cured.

**4.3** Notice of termination shall be provided in accordance with the “NOTICES” section of this Agreement except that notice of termination by City Manager which City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the “NOTICES” section of this Agreement.

**4.4** In the event this Agreement is terminated for convenience, CHAMBER shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of CITY’S election to terminate, CHAMBER shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CHAMBER acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CHAMBER, is given as specific consideration to CHAMBER for CITY’S right to terminate this Agreement for convenience.

**4.5** In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to Section 7.2 of this Agreement. In no event shall the CITY be liable to CHAMBER for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

## **SECTION 5. INDEMNIFICATION**

To the fullest extent permitted by law, the CHAMBER hereby agrees to indemnify and hold harmless the CITY, and its officials, employees and agents from liabilities, damages, losses and costs including, but not limited to reasonable attorneys’ fees, to the extent

caused by the negligence, recklessness, or intentionally wrongful conduct of the CHAMBER and other persons employed or utilized by the CHAMBER in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager and the City Attorney, any sums due CHAMBER under this Agreement may be retained by CITY until all of CITY'S claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

## **SECTION 6. INSURANCE**

In order to insure the indemnification obligation contained above, CHAMBER shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, liability insurance coverage in an amount of not less than one million dollars.

## **SECTION 7. MISCELLANEOUS**

- 7.1** CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.
- 7.2** CONTRACTOR agrees that it shall keep and maintain accurate and complete records with regard to all services as proposed hereunder. All original records related to the services provided under the terms of this Agreement are the property of CITY and accordingly those records are subject to the Florida Public Records Law. CONTRACTOR shall not release any CITY records without written permission from CITY except as necessary and appropriate in the performance of the duties and responsibilities required to comply with the terms of any Agreement between the parties.
- 7.3** The public shall be provided access to records regarding the services provided under the terms of this Agreement in the same manner that the CITY fulfills all public records requests. CONTRACTOR shall not disclose any public records that are exempt or confidential and exempt from public records disclosure requirements except as authorized in writing by CITY and authorized by law.
- 7.4** CONTRACTOR shall preserve and make available for inspection by CITY personnel, or by personnel duly authorized by CITY, computer data and other records related to the services provided under this Agreement. The records will be made available during normal business, hours upon twenty-four hours notice by the CITY. Contractor shall retain all public records and transfer, at no cost, to the CITY all records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or

confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

In addition, CHAMBER shall respond to the reasonable inquiries of successor CHAMBERS and allow successor CHAMBERS to receive working papers relating to matters of continuing significance.

In addition, CHAMBER shall provide a complete copy of all working papers to the CITY, prior to final payment by the CITY, in accordance with this Agreement and the Schedule for CHAMBER services.

- 7.5** Policy of Non Discrimination. CHAMBER shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CHAMBER shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.
- 7.6** Independent Contractor. CHAMBER is an independent Contractor under this Agreement. Services provided by CHAMBER pursuant to this Agreement shall be subject to the supervision of CHAMBER. In providing such services, neither CHAMBER nor its agents shall act as officers, employees or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CHAMBER. This Agreement shall not constitute or make the parties a partnership or joint venture.
- 7.7** Third Party Beneficiaries. Neither CHAMBER nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- 7.8** Notices. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

CITY: Charles Faranda, City Manager  
Lauderhill City Hall

5581 West Oakland Park Boulevard  
Lauderhill, Florida 33313

With a copy to:  
City Attorney  
Hall & Rosenberg, P.L.  
8850 West Oakland Park Boulevard  
Sunrise, FL 33351

CHAMBER: Lauderhill Regional Chamber of Commerce, Inc.  
C/O Executive Director  
5548 West Oakland Park Boulevard  
Lauderhill, FL 33313

- 7.9** Assignment and Performance. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CHAMBER. In addition, CHAMBER shall not subcontract any portion of the work required by this Agreement, except with the prior approval of the City Manager, which shall be in his sole and absolute discretion.

CHAMBER represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in this Agreement and the Scope of Services, and to provide and perform such services to CITY'S satisfaction for the agreed compensation.

CHAMBER shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

- 7.10** Conflicts. Neither CHAMBER nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CHAMBER'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

CHAMBER agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CHAMBER agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CHAMBER or any other persons from representing themselves in any action or in any administrative or legal proceeding.

- 7.11** Materiality and Waiver of Breach. CITY and CHAMBER agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 7.12** Compliance with Laws. CHAMBER shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 7.13** Severance. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CHAMBER elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 7.14** Joint Preparation. The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 7.15** Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit or schedule attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.
- 7.16** Applicable Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida.
- 7.17** Amendments. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- 7.18** Prior Agreements. This Agreement and its attachments constitute the entire agreement between CHAMBER and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and

understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.17 above.

- 7.19** Drug-Fee Workplace. CHAMBER shall maintain a drug-free workplace.
- 7.20** Incorporation by Reference. The truth and accuracy of each “Whereas” clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.
- 7.21** Multiple Originals. This Agreement may be fully executed in two (2) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 7.22** Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 7.23** 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.
- 7.24** Public Records. CHAMBER understands that the public shall have access, at all reasonable times, to all documents and information pertaining to CITY contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the CITY and the public to all documents subject to disclosures under applicable law. CHAMBER’S failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the CITY.
- 7.25** Survival of Provisions. Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- 7.26** Truth-in-Negotiation Certificate. Signature of this Agreement by CHAMBER shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

AGREEMENT BETWEEN THE CITY OF LAUDERHILL AND LAUDERHILL CHAMBER OF COMMERCE, INC. FOR ECONOMIC DEVELOPMENT AND BUSINESS RETENTION SERVICES.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

CITY OF LAUDERHILL, through its  
City Manager

\_\_\_\_\_  
Charles Faranda, City Manager

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to Legal Form

\_\_\_\_\_  
W. Earl Hall, City Attorney

LAUDERHILL REGIONAL CHAMBER OF COMMERCE, INC.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

WITNESSES:

\_\_\_\_\_

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

\_\_\_\_\_

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