AGREEMENT

THIS IS AN AGREEMENT, entered into on June 19, 2009, by and between:

THE CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, hereinafter referred to as "City"

and

THREE-H LEARNING CENTER, INC., a not for profit 501(c) 3 corporation organized under the laws of Florida, whose principal place of business is 36546 Thornhaven Lane, Dade City, Florida 33523, referred to as "THREE-H."

WHEREAS, by motion at its meeting of May 19, 2009, the City Commission of Fort Lauderdale, FL authorized the proper officials of the City to execute this Agreement; and

WHEREAS, pursuant to Section 255.60, Florida Statutes, the City is authorized to contract with charitable youth organizations for public services work not to exceed Two Hundred Fifty Thousand Dollars ($250,000.00) without competitive bidding; and

WHEREAS, THREE-H crew teams are to perform regularly scheduled and specific maintenance activities as described in Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, both parties wish to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. CONTRACT AMOUNT: Work completed under this Agreement will not exceed Two Hundred Fifty Thousand dollars ($250,000.00) during the term specified below. The hourly billing rate schedule and method of compensation for THREE-H is attached as Exhibit "B" to this Agreement.

2. TERM: The term of this Agreement shall be for one (1) year beginning on the date of execution of this Agreement by both parties. The services THREE-H renders shall commence upon written notice from the City of Fort Lauderdale's Contract Administrator and shall be completed by the date specified in each Work Order issued or the date of termination, whichever occurs first.

3. RENEWALS:

(a) This Agreement may be renewed on an annual basis for a period not to exceed four (4) years after the initial Agreement.

(b) Renewals shall be contingent upon satisfactory performance evaluations by the City and subject to the availability of funds.

(c) Any renewal shall be in writing and executed by both parties.

4. EXTENSIONS: In the event that circumstances arise which make performance by THREE-H impracticable or impossible within the time allowed or which prevent a new contract from being executed, the City, in its discretion, may grant an extension of this Agreement with the following conditions:

(a) An extension of this Agreement shall be in writing and shall be for a period not to exceed six (6) months.

(b) An extension shall be subject to the same terms and conditions set forth in this Agreement.

(c) There shall be only one (1) extension per year of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond THREE-H's control.

(d) It shall be THREE-H's responsibility to ensure at all times that sufficient time remains in the Project Schedule to complete services on the project. In the event that delays have occurred that would affect the project completion date, THREE-H shall submit a verbal request for approval followed by a written request to the City that identifies the reason(s) for the delay and the amount of time related to each reason. The City shall review the request and make a determination as to whether it shall grant all or part of THREE-H's request for an extension. Such approval will not be unduly withheld.

5. SCOPE OF WORK:

(a) The City shall prepare individual Work Orders specifying activities/work projects and estimated quantities per location and required completion dates per location. Before THREE-H begins work pursuant to the Work Order, the City shall orient THREE-H supervisors regarding location, technical aspects, safety, and environmental considerations.

(b) THREE-H shall complete all work as defined in each Work Order within ten (10) business days.

(c) Separate Work Orders will be issued for non-concurrent sites more than One

Thousand (1,000) feet apart.

(d) THREE-H shall determine the work schedule and submit the schedule to the City for review and discussion. Work Orders assigned should cover tasks spanning at least ten (10) business days.

(e) All works performed under this Agreement shall be in accordance with the CONSTRUCTION STANDARDS AND SPECIFICATIONS, Office of the City Engineer, City of Fort Lauderdale, January 1982, and any revisions thereto. The City will provide THREE-H a copy of the CONSTRUCTION STANDARDS AND SPECIFICATIONS prior to the issuance of any Work Orders. Where conflicts exist, the terms and conditions of this Agreement will prevail.

(f) Upon completion of each work assignment, the City shall inspect the site to determine whether the work is satisfactory or unsatisfactory. THREE-H shall correct any work determined by the City to be unsatisfactory within two (2) business days of notification to THREE-H, at no additional cost to the City.

(g) Upon notification to the City, THREE-H shall be responsible to correct any defective or faulty work or materials that may appear within thirty (30) business days after completion of the assignment and receipt of final payment.

(h) All labor shall be performed exclusively by THREE-H at-risk youth and their direct supervisors.

(i) THREE-H agrees that it has instituted a drug-free workplace program substantially in compliance with the provisions of Florida Statute 287.087 (2008).

6. NON-COMPLETION:

(a) Failure of THREE-H to complete assigned work within ten (10) business days shall be just cause for the City to assess damages in the amount of five percent (5%) of the appropriate charges per day, as described in Exhibit "A", attached hereto. Such damages shall be considered, not as a penalty, but as liquidation of damages sustained. In the case of inclement weather or equipment failure, THREE-H will follow the procedure set forth above in Section 4(d).

(b) In the event THREE-H does not complete the work by the required completion date, THREE-H shall provide to the City written justification of why the work assignment is not complete and a plan of action describing in detail how the crew will perform the work in a timely manner for subsequent

Work Orders.

7. EQUIPMENT:

(a) THREE-H will provide all labor, material, and equipment, as necessary and appropriate to perform the required work, including the maintenance of traffic, in accordance with the current editions of FDOT Standard Specifications for Road and Bridge Construction and FDOT Roadway and Traffic Design Standards.

(b) THREE-H shall provide safety equipment to its crew including vests and all personal items of clothing appropriate for the season of the year.

8. DAMAGE: In the event of damage to the City of Fort Lauderdale property caused directly or indirectly by THREE-H or its agents and/or employees' negligence, acts or omissions, THREE-H shall replace or repair the City of Fort Lauderdale property to its previous condition.

9. PERMITS/LICENSES: THREE-H shall be responsible for obtaining all permits, licenses, approvals, and clearances necessary for the completion of the assigned work from any agency having jurisdiction. Reasonable time will be allowed for THREE-H to obtain the necessary permits. No permits will be required for assigned work that is located on City property or within the City's rights-of-ways or easements.

10. THREE-H EMPLOYEES/CREW:

(a) THREE-H shall ensure that Crew In Training, (hereinafter referred to as "CIT"), supervisors, and necessary administrative support are provided to accomplish the work as detailed in the Work Orders.

(b) THREE-H shall ensure that its supervisors are familiar with the provisions of this Agreement.

(c) THREE-H shall make its supervisors available for instruction by the City regarding the City procedures before assignment to a CIT.

(d) THREE-H shall ensure that its supervisors and CIT's shall follow all the City ordinances, rules, regulations, policies, and procedures pertaining to the performance of assigned work.

(e) The City may, immediately upon notification to THREE-H, cancel any Work Order when a supervisor and/or CIT team member fails to follow the City's ordinances, rules, regulations, policies, and procedures pertaining to the

performance of the assigned work and no corrective measure has been made by THREE-H.

(f) THREE-H shall ensure that, to the maximum extent possible, it will assign the same CIT's to the same teams on a day-to-day basis in order to maximize the effectiveness of prior instructions by the City.

(g) THREE-H shall provide CIT's with a Certificate of Completion of the Youth Work Experience Program to each CIT who has successfully completed 480 individual work hours in the Youth Work Experience Program. The Certificate of Completion may, at the discretion of the City, be signed by a representative of the City and the signing authority for the THREE-H.

(h) THREE-H shall provide medical treatment for its supervisors and CIT's injured on the job. The City shall not be responsible for providing any medical treatment.

(i) THREE-H shall arrange transportation for CIT's and supervisors to the job sites. The City shall not be responsible for arranging and/or providing transportation to job sites.

(j) Both parties agree that THREE-H, its employees, CIT's, staff, and representatives are not agents or employees of the City as a result of this Agreement.

(k) For training purposes, THREE-H may add or remove CIT's from the crew on a periodic basis.

11. COMPENSATION: City shall pay THREE-H for services rendered in accordance with the Method of Compensation as described in Exhibit "B," attached hereto and made a part hereof.

12. LIABILITY:

(a) To the extent permitted by law, THREE-H shall indemnify, defend, save and hold harmless the City and all of its officers, agents, or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to the performance or breach of the Agreement by THREE-H or its agents or employees or due to any negligent act, or occurrence of omission or commission of the THREE-H, its agents or employees. Neither THREE-H nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the negligence of the City or any of its

officers, agents, or employees.

(b) THREE-H hereby assumes full responsibility for any risk of bodily injury, death or property damage to its supervisors, CIT's and other employees, agents, and representatives while in or on City property, while traveling to and from the job sites and while performing the work of this Agreement.

(c) The City shall immediately forward any third party claim or notice received for damages that may have been caused by THREE-H in the performance of services required under this Agreement. THREE-H and the City will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the City will determine whether to require the participation of the THREE-H in the defense of the claim or to require that the THREE-H defend, at its sole cost and expense, any legal claim or proceeding instituted by any person against the City in such claim as described in this section.

13. AUDIT AND RETENTION OF RECORDS: City shall have the right to audity the books, records, and accounts of THREE-H. THREE-H shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. THREE-H shall allow access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by THREE-H in conjunction with this Agreement. THREE-H's failure to grant such access shall be grounds for immediate termination of this Agreement by the City.

14. TERMINATION:

(a) The City may terminate this Agreement with or without cause, in whole or in part, at any time. The City shall be the sole determining agent in deciding what is in its best interest.

(b) THREE-H may terminate this Agreement by giving thirty (30) calendar days written notice to the City of Fort Lauderdale. Said notice shall be sufficient if delivered personally or by certificated mail to the addresses contained herein. In case of such termination, THREE-H shall be compensated according to the terms of the Agreement for work satisfactorily completed.

15. NOT FOR PROFIT CORPORATE STATUS:

(a) THREE-H acknowledges that a "not for profit 501 (c) 3" corporate status is a condition precedent to the formation of this Agreement and hereby represents and warrants that, as of the date of the execution of this Agreement, it is a

duly organized Florida "not for profit 501 (c) 3" corporation which is current and in full compliance with the various requirements of Chapter 617, Florida Statutes. THREE-H further warrants that it shall continue to maintain such "not for profit 501 (c) 3" corporate status for the term of this Agreement and any extensions thereof.

(b) THREE-H agrees to provide the City, simultaneously with its execution of this Agreement, an original Certificate of Status, dated as of or after the date of THREE-H's execution of this Agreement and issued by the State of Florida, as provided in Section 617.0128, Florida Statutes as well as confirmation of its 501 (c) 3 status. The failure of THREE-H to fully comply with the terms of this section of the Agreement shall be grounds for immediate termination of this Agreement by the City.

16. INSURANCE: The parties agree to the following provisions pertaining to insurance:

(a) Liability: THREE-H shall carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in the State of Florida, affording public liability insurance with combined bodily injury limits of at least $100,000 per person and $300,000 each occurrence, and property damage insurance of at least $100,000 each occurrence to be rendered in accordance with this Agreement. Three-H shall provide to the City a certificate(s), addressed to the City, showing the required coverages to be in effect. The City will be named as an additional insured on this certificate.

(b) Workers' Compensation: THREE-H shall also carry and keep in force Workers Compensation insurance as required for the State of Florida under the Workers' Compensation Law. THREE-H shall provide to the City a certificate(s), addressed to the City, showing the required coverage to be in effect.

17. MODIFICATION/ASSIGNMENT: This Agreement may not be modified or assigned without written agreement of both the parties.

18. NON-DISCRIMINATION: THREE-H shall not discriminate against any individual associated with this Agreement due to race, religion, sex, color, ancestry, age, physical handicap, or national origin, or political affiliation and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, religion, sex, color, ancestry, age, physical handicap, or national origin, or political affiliation.

19. PRIOR AGREEMENTS: 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 not commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement. 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 of this Agreement shall be effective unless contained in a written document in accordance with Section 17 above.

20. NOTICES: All notices required by law and by this Agreement to be given by one party to the other shall be in writing, and the same may be served as follows:

(a) By certified mail, return receipt requested, to the following:

The City:	City of Fort Lauderdale Public Works Department 949 NW 38th Street Fort Lauderdale, Florida 33309
With a Copy to:	City Attorney Office City of Fort Lauderdale 100 North Andrews Avenue Fort Lauderdale, Florida 33301
THREE-H:	Three-H Learning Center, Inc. 36546 Thornhaven Lane Dade City, Florida 33423 ATTN: Executive Director

21. SEVERABILITY: It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

22. COMPLIANCE WITH LAWS: THREE-H shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

23. APPLICABLE LAW AND VENUE: The Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida, and that all litigation shall take place in the Southern District in and for the State of Florida.

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

WITNESSES:

Saleem Ali

[Witness print/type name]

Katerina Skovndridakis

[Witness print/type name]

CITY OF FORT LAUDERDALE,
a municipal corporation,

By: _____
JOHN P. "JACK" SEILER
Mayor

By: _____
GEORGE GRETSAS
City Manager

ATTEST:

Jonda K. Joseph
JONDA K. JOSEPH
City Clerk

Approved as to form:

_____
Assistant City Attorney

WITNESSES:

Juan M. Colom
[Witness print/type name]

Susan Robinson
Susan Robinson
[Witness print/type name]

THREE-H LEARNING CENTER, INC.

By: _____
Name: Aida R. Norton-Pelaez
Title: President of the board

ATTEST:

_____
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF Pasco :

The foregoing instrument was acknowledged before me this 24 day of April, 2009, by Juan M. Colom and Susan Robinson, as Aida R. Norton and Daniel Acevedo, respectively, of Three-H Learning Center, Inc., on behalf of the corporation. He/She/They is/are personally know to me or have produced _____ as identification.

(SEAL)

_____
Notary Public, State of Florida (Signature of Notary taking Acknowledgment)

Notary Public State of Florida
Rosa A Colom
My Commission DD495654
Expires 02/02/2010

Rosa A. Colom
Name of Notary Typed, Printed Or Stamped

My Commission Expires: 02/02/10

DD495654
Commission Number

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EXHIBIT "A"

SUMMARY OF PROVIDED SERVICES

4" Sidewalk – New and Replacement
Concrete Curb – New and Replacement
Mitered Ends – New and Replacement
Repair
Type A Fence – Corner Post Assembly
Type A Fence – Line Post
Barbwire (Repair/Patch)
Repair
Type B Fence – Corner Post Assembly
Type B Fence – Line Post Type B
Barbwire Attachments (arms)
Guardrail – Repairs Standard Guardrail
Guardrail – End Anchorage ET-2000
Guardrail – End Anchorage Other
Guardrail – Cleaning Under
Sign Washing

6" Sidewalk – New and Replacement
Sidewalk – Removal
Type A Fence – (F&I), Construction and

Type A Fence – Pull/End Post Assembly
Type A Fence – Fabric (Repair/Patch)
Type B Fence – 4'(F&I), Construction and

Type B Fence – Pull/End Post Assembly
Type B Fence – Fabric (Repair/Patch)
Type A and B Gates – Single and Double
Guardrail – Repairs Thrie Beam
Guardrail – End Anchorage SRT-350
Guardrail – Reflectors F&I
Attenuator Repair
Rose Bull Nose Painting

Sodding
Weed and Brush Removal less than 4 inches
Tree Removal and Chipping
Cleaning and Mitigation Projects

Manual Weed Control
Pruning & Trimming existing trees
Planting Tree and Shrubs
Clearing & Grubbing

Removal of Brazilian Pepper Trees and other invasive species
Edging & Sweeping
Clean & Grub Fence Preparation (plus chipper)
Small and Medium Machine Mowing
Clean Side and Cross Drains
Ditch Cleaning – Concrete
Rider Mower
Provide Chipper 4" and 14"
Provide Truck Mounted Attenuator
Provide Barricades
Litter Removal Incident to Mowing/Weed Eating
Litter Removal – Stand Alone
Supply Labor
Provide Disaster Support

Pond Cleaning
Weed Eating
Pruning and Trimming
Ditch Cleaning – Other
Provide Bobcat
Provide 5 C.Y. Dump Truck
Provide Back Hoe

EXHIBIT "B"

METHOD OF COMPENSATION

1. The City of Fort Lauderdale in cooperation with THREE-H shall identify and schedule specific maintenance work authorizations to be performed by THREE-H crew teams under the direct supervision of THREE-H supervisors. Specific work authorizations and locations shall be identified through the City of Fort Lauderdale Work Orders.

2. The negotiated prices are as follows and include any and all maintenance of traffic that may be required to complete the work:

   The price for man hours is $22.00 dollars per hour.
   The mobilization fee is $100.00 per work order.
   Any material provided by Three-H will have a 10% markup fee.

3. THREE-H may invoice bi-weekly for work completed and accepted.

4. The total of all Work Orders shall not exceed the Contract Amount.

5. Upon receipt of the Contractor's Invoice, the City of Fort Lauderdale has five (5) working days to inspect and approve the goods and services, unless the Agreement specifics otherwise. The City of Fort Lauderdale has ten (10) working days to deliver a request for payment (voucher) to the City of Fort Lauderdale office in charge of making such payments. The 10 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

6. If a payment is not made within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable in addition to the invoice amount to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices, which have to be returned to a Contractor because of Contractor preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the City of Fort Lauderdale.

   The City of Fort Lauderdale, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amount budgeted as available for expenditure during such fiscal year and as stated in Florida Statute 255.60. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid in the current fiscal year.

7. The City of Fort Lauderdale shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral termination of this Contract.