



**AGREEMENT BETWEEN
ST PETERSBURG HOUSING AUTHORITY
AND ABCXYZ FAKE COMPANY
FOR LEGAL SERVICES
SPHA Contract #20-004 {Professional Services}**

THIS AGREEMENT is made on this **TBD** day of **May 2020** by and between the Housing Authority of the City of St. Petersburg, also known as the **St. Petersburg Housing Authority**, a public body corporate and politic organized under the laws of the State of Florida, with its principal place of business located at 2001 Gandy Blvd. North, St. Petersburg, Florida 33702 (hereinafter referred to as "SPHA") and ABCXYZ Fake Company, a Florida For Profit Corporation with its principal business offices located at 2001 Gandy Blvd. North, St. Petersburg, Florida 33702, (hereafter referred to as "Contractor") (the "Agreement" or "Contract").

WITNESSETH, that the Contractor and the SPHA for the consideration stated herein mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK. The Contractor shall provide professional services and furnish all necessary materials, equipment and labor to perform and complete all work as described in the **Request for Proposals (RFP) #20-004**, attached hereto as Part A and in Contractor's Proposal attached hereto as Part B, considered part of the Contract (also referred to as "Work").

ARTICLE 2. TOTAL CONTRACT PRICE.

The SPHA shall pay the Contractor for the performance of the Work, in current funds in accordance with Part A and Part B, subject to additions and deductions as provided for in the specifications, and the amounts stated in the Contract and any revisions and addendums. As compensation for the Work to be performed by the Contractor, the Owner will release payments under the following terms and conditions:

Invoice Policy. All invoices concerning this Contract will list the property as the payor and shall be addressed to **St. Petersburg Housing Authority** and **submitted by email** to invoices@stpeteha.org. All invoices should include the **Contract Solicitation Name** (Legal Services) and **Contract Number** (#20-004). All invoices and pay applications will be paid within thirty (30) business days of a complete and proper invoice being submitted to the Owner, provided all conditions of payment otherwise set forth in this Contract have been timely fulfilled. Contractor shall invoice Owner on a monthly basis for any work performed during that month.

The Total Contract Price will be invoiced and paid in equal monthly installments except as proved below:

"Amounts to be paid may differ per month according to the assigned function or task."

F.S. § 218.70 et. seq. shall govern the payment terms of this Contract. Any inconsistency between the terms of this Contract and the requirements of F.S. § 218.70 et. seq. shall be resolved in favor of this Contract to the maximum extent allowed by the terms of F.S. § 218.70 et. seq.

ARTICLE 3. TERM. Services provided by Contractor hereunder shall commence on June 1, 2020 and expire on May 31, 2022, a term of two (2) years with options to renew for three (3) additional one (1) year renewal periods, for a total maximum contract period of 5 years. Contractor reserves the right to stop Work under this Contract at any time SPHA fails to make payments on a timely basis as described in this Contract hereof after written notice is provided to the SPHA and seven (7) additional cure days since the notice was received by the SPHA.

ARTICLE 4. COSTS OF ENFORCEMENT. Upon any breach of any terms of this Contract by Contractor, in addition to any other rights or remedies granted to Owner hereunder, Contractor shall pay all costs and expenses of Owner (including, without limitation, arbitration fees, court costs to enforce the arbitration award and reasonable counsel's fees and disbursements and reasonable fees and costs of paralegals) incurred in attempting to enforce the terms of this Contract against Contractor. Owner may deduct such costs and expenses from any sums owed to the Contractor hereunder. The terms of this Article 4 shall survive any termination of this Contract.

ARTICLE 5. W-9 FORM. Contractor must provide a copy of their W-9 form to the SPHA prior to commencement of work.

ARTICLE 6. VENUE AND JURISDICTION. In the event that a cause of action arises, either at law or in equity, from or in reference to this Agreement (including those documents incorporated by reference and attached hereto) both parties agree that such action shall be filed and pursued only in the appropriate state or federal court located in the City of St. Petersburg, Pinellas County, Florida, or the nearest venue thereto if not located directly as specified herein. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

ARTICLE 7. INSURANCE. Contractor agrees to provide insurance certifications as stated within the Request for Proposals (RFP) document. Prior to commencement of Work, Contractor shall furnish and maintain, at its own expense, until completion and final acceptance of Work, an insurance certificate covering Workers' Compensation, Comprehensive General Liability, and Automobile Liability. Contractor maintains that it presently has in effect insurance for protection from claims under Workers' Compensation Acts and other Employee Benefit Acts which are applicable, claims for damages because of bodily injury, including death, and from claims which may arise out of or result from Contractor operations by employees or a subcontractor or anyone directly employed by any of them. The coverage amounts for insurance policies are clearly specified in the solicitation and appropriate HUD documents. Contractor shall have its insurance company execute a Certificate of Insurance form, showing that the above insurance is in force, to St. Petersburg Housing Authority, prior to commencement of work. Waiver of subrogation required for all lines of coverage. Wording for Certificates of Insurance is to be as follows:

Certificate Holder:
St. Petersburg Housing Authority
2001 Gandy Blvd N
St. Petersburg, FL 33702

St. Petersburg Housing Authority and their respective affiliates are named as Additional Insured's on the general liability and automobile liability policies with respect to *property name* located in St. Petersburg, Florida.

Should the insurance lapse or terminate, Contractor agrees to acquire new coverage within ten (10) days of such lapse or termination. Contractor's Certificate of Insurance naming SPHA as "additional insured" is attached hereto as Part C.

ARTICLE 8. CONTRACTOR'S RESPONSIBILITY. Contractor shall supervise and direct the Work to be performed under this Contract using the Contractor's best skill and attention.

ARTICLE 9. LABOR, MATERIALS, ETC. Contractor shall be responsible for and provide for labor, materials, equipment, tools, machinery and/or any other facilities/services necessary for the proper completion of the terms of this Contract. Under no circumstances will Contractor utilize any of the aforementioned items belonging to the Owner.

ARTICLE 10. LICENSES. Contractor shall be duly licensed to conduct business under the law of the applicable jurisdictions. Contractor shall forward copies of all licenses and permits to the **St. Petersburg Housing Authority.**

ARTICLE 11. HOLD HARMLESS. Contractor shall assume the defense of, and indemnify, save and hold harmless, the Owner, and all of their officers, directors, agents, representatives and employees, from all claims, liability, loss, damage, or injuries of every kind, nature, and description, directly or indirectly, including reasonable attorney's fees, resulting from the performance or failure to perform the Work by Contractor or its employees, representative, or other agents, or in any way arising out of this Contract irrespective of whether fault is basis of the liability or claim, and irrespective of any act, or omission, or conduct of Owner, Owner's Representative, Contractor, or Subcontractor, their officers or employees. The parties acknowledge receipt of separate and valuable consideration for the undertaking of this indemnity obligation. This provision shall survive the expiration or early termination of this Contract.

ARTICLE 12. FAIR HOUSING POLICY AND INDEMNIFICATION. Contractor acknowledges and understands that Manager and Owner are housing providers and managers that must comply with and operate within the requirements of federal, state, and local fair housing laws. Manager and Owner do not discriminate against any person on the basis of color, religion, sex, handicap, familial status, or national origin.

Sexual harassment is a form of discrimination that violates fair housing laws. Manager and Owner do not tolerate sexual harassment of residents or employees.

Contractor agrees to comply with all federal, state, and local fair housing laws. Contractor understands that any act of discrimination or sexual harassment in violation of these laws shall constitute a breach of this Contract.

Contractor shall indemnify, defend, and hold harmless Manager and Owner, its owners and managers, and their respective partners, directors, employees, servants, agents, representatives and affiliates against any and all claims, liabilities, demands, actions, suits, damages, losses, injuries, costs, and expenses (including without limitation, reasonable attorney's fees) caused by the Contractor's acts or omissions in violation of any applicable federal, state, or local fair housing law.

ARTICLE 13. NO DUTY EXCEPT AS EXPRESSLY STATED. There shall be no duty owed by either party to this Agreement except those that are expressly stated herein. This is the entire agreement of the parties and there are no other agreements between them except as contained in this Contract. Any modifications to this Contract shall not be valid or effective unless in writing and signed by the parties hereto.

ARTICLE 14. RETENTION OF RECORDS. Contractor agrees to the retention of all records pertinent to this Agreement for three (3) years after SPHA makes final payment hereunder.

ARTICLE 15. PERSONNEL. A list of personnel who shall be employed by Contractor to perform the services described herein were named in Contractor's Bid dated April 14, 2020, attached hereto as Part B. Any substitutions for named personnel, sub-contractors and/or other substitutions shall be subject to SPHA review and approval. Contractor shall not terminate and replace approved personnel and/or sub-Contractors without adequate notification to SPHA. Contractor will state in its subcontracts that the subcontracts are assignable to SPHA at SPHA's discretion. Contractor will not employ or otherwise incur an obligation to pay other specialists or experts for services in connection with services herein without prior approval of the SPHA. All other specialists or experts shall be the responsibility of and supervised by Contractor.

Subcontractors. The Contractor shall submit a complete list of any Work that he proposes to subcontract and the proposed subcontractors. The Owner reserves the right to reject any proposed subcontractor.

Legal Responsibility. Contractor shall be responsible to the Owner for the acts and omission of Contractor's employees, subcontractors and their agents and employees and other persons performing portions of the Work under this Contract. The Contractor and its subcontractors shall be solely responsible for the performance of pre-assignment and recurring reference and background checks (the "Background Checks") for all persons planned or are performing services under this Contract (which shall include but not be limited to, all persons who shall come onto the premises of the Owner in the performance of their duties or tasks) ("Screened Persons"). Such Background Checks shall include, without limitation, (i) those required under F.S. § 435.04, and (ii) those required under the Immigration Reform and Control Act (IRCA) and shall be performed (i) no more than thirty (30) days before the Screened Person shall commence performance of services on the premises of the Owner and (ii) annually thereafter... Contractor shall and shall cause all subcontractors to exclude any direct participation in the performance of services to be provided under this Contract any Screened Persons who would not be eligible to be hired under F.S. § 435.02, who do not have valid authorization to work in the United States or who appear to be dishonest, unreasonably dangerous, or have a history of sexual related offenses, or have been convicted of unlawful possession of an explosive device, firearm or other illegal weapon. The Background Checks shall be at the sole cost and expense of Contractor and its subcontractors and shall not be reimbursable by Owner. In performing the Background Checks, the Contractor and its subcontractors will abide by all applicable laws, rules and regulations, including, but not limited to, the Fair Credit Reporting Act and/or any equal opportunity laws, rules, regulations or ordinances. Except as specifically provided below, the results of the Background Checks shall not be shared with the Owner and neither Contractor nor any of its subcontractors shall be required to furnish copies of completed Background Checks on Screened Persons to the Owner. Further neither Contractor nor any subcontractors shall disclose to the Owner those factors or events that resulted in an individual's disqualification from assignment to the Owner except with the written permission of the affected Screened Person. By assigning Contractor's workers to the Owner's premises, the Contractor attests that the Contractor has completed a satisfactory Background Check on the worker being assigned. If the Contractor or any of its subcontractors

knowingly and/or intentionally fails to exclude an employee from assignment to the Owner who should have been excluded pursuant to the terms hereof, such event shall be a material default of this Contract and the Owner shall have the immediate right to terminate this Contract, without further liability to the Contractor, and to seek damages for such default from the Contractor. In addition, if it comes to the attention of the Owner that one of Contractor's employees assigned to Owner's premises should be excluded from the assignment (whether the cause of such exclusion occurred before or after original assignment) Contractor agrees to, or cause its subcontractor to, remove immediately such employee in question from such assignment upon written notice from the Owner. In addition, if the Owner has reasonable cause determined in Owner's sole discretion to believe that an employee of the Contractor or one of its subcontractors should have been or should be excluded from the Owner's premises due to a fact that may have shown up on the Background Check(s) performed on such employee, the Contractor shall, or shall cause its subcontractor to, immediately turn over to the Owner all applicable Background Checks performed by either the Contractor or its subcontractor on said employee.

ARTICLE 16. REPRESENTATIONS, WARRANTIES AND SPECIAL CONDITIONS. In connection with the execution of this Agreement, the Contractor warrants and represents:

That the Contractor has carefully examined and analyzed the provisions and requirements of this Agreement including the attachments and exhibits hereto, and that it understands the nature of the services required hereunder;

That, except for those representations, statements, or promises expressly contained in this Agreement, and any exhibits or attachments hereto, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by SPHA, its officials, agents, or employees, to induce the Contractor to enter into this Agreement or has been relied upon by the Contractor;

That the Contractor and, to the best of its knowledge, its subcontractors, if any, are not in violation of any applicable laws of the State of Florida;

That the Contractor acknowledges that SPHA in its selection of the Contractor to perform the services hereunder materially relied upon the Contractor's supplied information to select it for the performance of these services;

The Contractor understands and agrees that any certification, affidavit or acknowledgement made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination of this Agreement;

That it is financially solvent, that it and each of its employees, agents, contractor or any of them is competent to perform the services required under this Agreement; and that the Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein;

That no officer, agent, or employee of SPHA is employed by the Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by SPHA and that no payment, gratuity or offer of employment shall be made in connection with this Agreement by or on behalf of any subcontractors to the Contractor or higher tier subcontractors or anyone associated therewith as an inducement for the award of a subcontract or order of goods or equipment; and the Contractor further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions set forth herein shall be voidable as to SPHA;

That the Contractor shall not knowingly use the services of any ineligible subcontractor or consultant for any purpose in the performance of its services under this Agreement;

That the Contractor and its subcontractor, if any, are not in default at the time of the execution of this Agreement, or deemed to have, within ten (10) years immediately preceding the date of this Agreement, been found to be in default on any Agreement awarded by SPHA or HUD, and/or discharged by SPHA or HUD from its employment in the past ten (10) years;

That the Agreement is feasible to perform in accordance with all of its provisions and requirements and the Contractor can and shall perform, or cause to be performed, the services in accordance with the provisions and requirements of this Agreement.

ARTICLE 17. SECTION AND OTHER HEADINGS. Section, paragraph and other headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

ARTICLE 18. BINDING EFFECT. This Contract is binding upon the parties, heirs and their successors and assigns.

ARTICLE 19. CLEAN-UP. Contractor shall, at its own cost and expense, (1) remove, clean and secure all job related waste from Work area on a daily basis; (2) Dispose of all materials in accordance with all Federal, State, Local and OSHA guidelines.

ARTICLE 20. SAFETY. Contractor agrees that the prevention of accidents to workmen engaged upon or in the vicinity of the Work is Contractor's responsibility. Contractor and all subcontractors and employees thereof shall comply with applicable requirements issued pursuant to the Occupational Safety and Health Act of 1970, as amended and all other applicable health and safety rules applicable to the Work, including, without limitation, the regulations and standards issued by the Secretary of Labor.

Contractor shall be held liable for all loss, cost, and other expenses attributable to any acts or omissions by Contractor, subcontractors, or employees resulting from any failure to comply with health and safety requirements including, but not limited to, any fines, penalties, or cost of corrective measures.

ARTICLE 21. CODE OF ETHICS. This Contract is genuine and not collusive or a sham. The person, Partnership, Company or Corporation named above has not colluded, conspired, connived or agreed directly or indirectly with any Person, Firm, or Corporation to do any of the following:

1. Put in a sham proposal.
2. Restrain or refrain other such Person, Partnership, Company or Corporation from bidding on this Project.
3. Has not in any manner directly or indirectly sought by agreement to communicate or conference with another Person, Partnership, Company or Corporation to fix prices of said proposal with any other bidder, Person, Firm or Corporation submitting a bid proposal on this Project.
4. To secure an unfair advantage with or against the Owner or Contractor.
5. Has not directly or indirectly submitted a proposal or any other content thereof or divulged information or data relative thereto to any Association or to any member or agent thereof.

6. Pay commissions, gifts, fees or gratuities to any Person or Corporation which is not disclosed in this Bid Proposal.

The undersigned acknowledges this affidavit is given to induce the service for scope of work and to consider the attached proposal and that the statements and information set forth in this affidavit will constitute a material inducement for the acceptance of such proposal.

ARTICLE 22. TAXES. Contractor accepts exclusive liability for any and all sales tax, use tax, value-added tax, gross receipts tax, or associated costs which are legally enacted, or which may be assessed, against materials, equipment or labor used in its Work.

ARTICLE 23. RESPONSIBILITY. The Contractor's responsibility under this Contract will terminate when all work has been completed, the final inspection made, and the Work accepted by Owner. At such time Contractor will be released from further obligation except for the indemnification provisions of this Contract and the warranties specified elsewhere in this Contract.

ARTICLE 24. BUSINESS DOCUMENTS. To the extent applicable, the Contractor shall provide copies of business licenses, applicable permits, its latest articles of incorporation, by-laws and resolutions, and evidence of its authority to do business in the State of Florida, including, without limitation, registration as a foreign corporation or registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of the State of Florida, at the request of SPHA at any time during the term of this Contract.

ARTICLE 25. SECTION 3. Section 3 applies to this Work. Contractor hereby agrees to comply with the provisions of Section 3 as set forth in 24 CFR 135.1 et seq.

ARTICLE 26. PROHIBITION AGAINST LIENS. The Contractor is prohibited from placing a lien on the Owner's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. If, and in the event that, a lien is placed on the Owner's property it shall constitute an event of default under this Contract and the Owner shall be entitled to the relief provided in Article 28.

ARTICLE 27. CONTRACT MODIFICATIONS. Any change order or Contract modification must be in writing signed by both the Owner and the Contractor.

ARTICLE 28. DEFAULT. If the Contractor refuses or fails to prosecute the Work, or any separate part thereof, with the diligence that will insure its completion within the milestones set forth in the Progress Schedule and/or by the Anticipated Substantial Completion date (as defined in Exhibit A), or fails to complete the Work within these times or fails to comply with any terms of this Contract, the Owner may, by written notice to the Contractor, terminate this Contract and may take possession of and use any materials or equipment on the work site necessary for completing the Work. The Contractor (and its sureties, if applicable) shall be liable for any damage to the Owner resulting from the Contractor's refusal or failure to complete the Work within the specified time or due to the Owner's default under this Contract, whether or not the Contractor's right to proceed with the Work is terminated. This liability includes any increased costs incurred by the Owner in completing the Work. In such event, the indemnities set forth in this Contract shall remain in full force and effect.

ARTICLE 29. TERMINATION FOR CONVENIENCE. The Owner may terminate this Contract in whole, or in part, whenever the Owner determines that such termination is in the best interest

of the Owner. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the Work is terminated, and the date upon which such termination becomes effective. If the performance of the Work is terminated, either in whole or in part, the Owner shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the Owner of a properly presented claim setting out in detail: (i) the total cost of the Work performed to date of termination less the total amount of payments made to the Contractor; (ii) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for Work performed and materials and supplies delivered to the site, payment for which has not been made by the Owner to the Contractor, (iii) the cost of preserving and protecting the Work already performed until the Owner takes possession thereof or assumes responsibility thereof, (iv) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the Owner and (v) an amount constituting a reasonable profit on the value of the Work performed by the Contractor.

ARTICLE 30. ASSIGNMENT OF CONTRACT. The Contractor shall not assign or transfer any interest in this Contract, except that claims for monies due or to become due from the Owner under this Contract may be assigned to a bank or other financial institution, with the written consent of the Owner.

ARTICLE 31. AGREEMENT/CONTRACT DOCUMENTS. This Agreement shall consist of the following component parts, the terms and conditions of which being binding upon the Contractor regardless of whether the Contractor is referenced as the Proposer, Successful Proposer, Bidder/Offeror or Contractor, as if fully set forth in this Contract:

This Instrument and;

Part A. Request for Proposals #20-004, Legal Services, and all exhibits and addenda thereto

Part B. Contractor's Proposal and dated April 14, 2020

Part C. Contractor's Fee Schedules

Part D. Contractor's Certificate of Insurance

Part E. General Conditions for Non-Construction Contracts (HUD Form 5370-C)

In the event of a conflict between the General Conditions for Non-Construction Contracts (HUD Form 5370-C) and any part of this Agreement, the General Conditions will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in **TWO** (2) original counterparts as of the day and year first above written.

SIGNED this ___ of May, 2020.

(SPHA)
ST. PETERSBURG
HOUSING AUTHORITY

(Contractor)
ABCXYZ Fake Company

BY: _____

BY: _____

NAME: LaShunda Battle
TITLE: Interim Chief Executive Officer

NAME: Principal's Name
TITLE: Principal's Title

BUSINESS ADDRESS:
2001 Gandy Blvd. North
St. Petersburg, FL 33702

BUSINESS ADDRESS:
2001 Gandy Blvd. North
St. Petersburg, FL 33702

WITNESS:

WITNESS:

SAMPLE