

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: November 20, 2024

Presenter's Name and Title: Leah deRiel, Assistant City Engineer, on behalf of Engineering and Strategic Development.

Prepared By: Leah deRiel, Assistant City Engineer

Temp. Reso. Number: R8278

Item Description: Temp. Reso. No. R8278, APPROVING THE AGREEMENT ENTITLED "MITIGATION CREDIT SUPPLY AGREEMENT" WITH BLUEFIELD RANCH MITIGATION BANK; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AGREEMENT WITH BLUEFIELD RANCH MITIGATION BANK IN AN AMOUNT NOT-TO-EXCEED \$4,212,000 AND ALLOCATING A CONTINGENCY ALLOWANCE OF \$988,000, FOR A TOTAL COST OF \$5,200,000 (Assistant City Engineer, Leah deRiel)

Consent Resolution Ordinance Quasi-Judicial Public Hearing

Instructions for the Office of the City Clerk: Agreement to be signed on the Dais.

Public Notice – As Required by the Sec. _____ of the City Code and/or Sec. _____, Florida Statutes, public notice for this item was provided as follows: on _____, in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within _____ feet of the property on _____. (Fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____ Florida Statutes, approval of this item requires a _____ (unanimous 4/5ths etc. vote of the City Commission).

Fiscal Impact: Yes No

REMARKS Upon commission approval and agreement execution, grants division will setup accounts in MUNIS and will process budget appropriation for a total amount of \$5,200,000 to account #393-53-901-541-606500-52061 – CIP Land Acquisition.


Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR No. R8278**
 - **Exhibit A: Proposed Mitigation Credit Supply Agreement with Bluefield Ranch Mitigation Bank**
- **Attachment(s)**
 - None**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor and City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Salvador Zuniga, City Engineer

DATE: November 14, 2024

RE: Temp. Reso. No. R8278, approving the agreement entitled "Mitigation Credit Supply Agreement" with Bluefield Ranch Mitigation Bank in an amount not-to-exceed \$4,212,000.00 and allocating a contingency allowance of \$988,000.00 for a total cost of \$5,200,000.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. R8278, approving the agreement entitled "Mitigation Credit Supply Agreement" with Bluefield Ranch Mitigation Bank; and authorizing the City Manager to execute the proposed Agreement with Bluefield Ranch Mitigation Bank for the provision of wetland mitigation credits for the Pembroke Road Expansion/Miramar Parkway Extension Project in an amount not-to-exceed \$4,212,000 and allocating a contingency allowance of \$988,000 for a total project cost of \$5,200,000.

ISSUE: City Commission approval is required for expenditures exceeding \$75,000 in accordance with City Code Section 2-412 (a)(1) and Section 2-413(8) of the City Code stipulates in the best interest of the City that "purchases of and contracts for commodities or services are exempt from this section of the Code when the City Commission declares by a four-fifths (4/5) affirmative vote that the process of competitive bidding and competitive proposals is not in the best interest of the city."

BACKGROUND: On September 8, 2021, the City entered into an Interlocal Agreement ("ILA") with Broward County for the Pembroke Road Expansion/Miramar Parkway Extension Project. The project scope is divided into three Segments – Segment A is the widening of Pembroke Road from two lanes to four lanes from Dykes Road to Southwest 196th Avenue, Segment B is the extension of Pembroke Road from Southwest 196th Avenue to US-27, and Segment C is the extension of Miramar Parkway from SW 192nd Terrace to Pembroke Road.

The scope of the project includes roadway design, right-of-way acquisition, and wetland mitigation. The County originally approved \$3,500,000 for the combined right-of-way acquisition and wetland mitigation scope.

The wetland mitigation requirements of the project are dictated by permits with the South Florida Water Management District ("SFWMD") and the Army Corps of Engineers ("ACOE"). SFWMD has required 16.20 freshwater forested wetland mitigation credits to compensate for wetland impacts of the roadway. At this time, ACOE's determination of how many wetland mitigation credits will be required is still pending.

The only mitigation bank that has credits for sale that satisfy all of SFWMD's requirements is the Bluefield Ranch Mitigation Bank. City staff has negotiated an Agreement with Bluefield Ranch Mitigation Bank to purchase the 16.20 credits required by SFWMD at a cost of \$260,000 per credit, for a total cost of \$4,212,000. Because the credit determination by ACOE is still unknown at this time, staff recommends allocating a contingency of 3.8 credits at the same per-credit price in the event that ACOE requires additional credits.

Waiving competitive bidding is in the City's best interest since Bluefield Ranch Mitigation Bank is the only source of mitigation credits that SFWMD will accept. Acceptance of the mitigation credits is critical to obtaining permits for the Project.

The Project Manager for this Project is Leah deRiel, Assistant City Engineer.

DISCUSSION: The purchase of wetland mitigation credits in the amount dictated by SFWMD and ACOE is a permit requirement and is necessary to proceed with the design and construction of the Project. The intent of this Agreement is to supply said credits.

ANALYSIS: There's no fiscal impact to the City. Broward County Transportation Surtax funds will be used to fund the wetland mitigation required for this Project.

The total cost of the required credits exceeds the County's original \$3,500,000 allocated budget for right-of-way acquisition and wetland mitigation for this Project. The City has already expended \$401,113.40 for right-of-way acquisition. When added to the \$5,200,000 required for wetland mitigation, the total funding for the combined scope is \$5,601,113.40. This leaves a shortfall of \$2,101,113.40 between the amount required (\$5,601,113.40) and the amount originally budgeted by the County (\$3,500,000).

Since the Construction Phase funds in the amount of \$10M have already been approved for FY 2024 for this Project, the County has agreed to allow \$2,101,113.40 to be transferred from the Construction Phase funding to the Design Phase's Right-of-way Acquisition and Wetland Mitigation line item to allow for completion of the wetland mitigation.

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**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AGREEMENT ENTITLED "MITIGATION CREDIT SUPPLY AGREEMENT" WITH BLUEFIELD RANCH MITIGATION BANK; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AGREEMENT WITH BLUEFIELD RANCH MITIGATION BANK IN AN AMOUNT NOT-TO-EXCEED \$4,212,000 AND ALLOCATING A CONTINGENCY ALLOWANCE OF \$988,000, FOR A TOTAL COST OF \$5,200,000; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to construct the Surtax-Funded Municipal Transportation Project: Pembroke Road/Miramar Parkway Expansion (MIRA-001, 002, 003, and 004); and

WHEREAS, the Project requires permits from the South Florida Water Management District ("SFWMD") and the Army Corps of Engineers ("ACOE"); and

WHEREAS, the SFWMD requires that 16.20 wetland mitigation credits be purchased in order to satisfy their permit requirements; and

WHEREAS, the ACOE also requires that wetland mitigation credits of a yet-to-be-determined-quantity be purchased in order to satisfy their permit requirements; and

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WHEREAS, Bluefield Ranch Mitigation Bank is authorized to sell and transfer mitigation credits; and

WHEREAS, Bluefield Ranch Mitigation Bank is the only bank that has sufficient credits available for purchase that satisfy all of SFWMD's permit requirements; and

WHEREAS, the City Manager recommends that the City Commission approve the agreement entitled "Mitigation Credit Supply Agreement" with Bluefield Ranch Mitigation Bank; and authorize the City Manager to execute the proposed Agreement with Bluefield Ranch Mitigation Bank for the provision of wetland mitigation credits for the Pembroke Road Expansion/Miramar Parkway Extension Project in an amount not-to-exceed \$4,212,000 and allocating a contingency allowance of \$988,000 for a total project cost of \$5,200,000, in the form attached hereto as Exhibit "A;" and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the Agreement entitled "Mitigation Credit Supply Agreement" with Bluefield Ranch Mitigation Bank, and authorizes the City Manager to execute the proposed Agreement with Bluefield Ranch Mitigation Bank for the provision of wetland mitigation credits for the Pembroke Road Expansion/Miramar Parkway Extension Project in an amount not-to-exceed \$4,212,000 and allocating a contingency allowance of \$988,000 for a total project cost of \$5,200,000, in the form attached hereto as Exhibit "A."

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**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That it approves the Agreement entitled “Mitigation Credit Supply Agreement” with Bluefield Ranch Mitigation Bank.

Section 3: That the City Manager is authorized to execute the proposed Agreement with Bluefield Ranch Mitigation Bank in an amount not-to-exceed \$4,212,000 and allocating a contingency allowance of \$988,000 for a total project cost of \$5,200,000, in the form attached hereto as Exhibit “A,” together with such non-substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City Officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5: That this Resolution shall take effect immediately upon adoption.

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PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have
approved this RESOLUTION
as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Mayor Wayne M. Messam	_____

Reso. No. _____

MITIGATION CREDIT SUPPLY AGREEMENT

THIS MITIGATION CREDIT SUPPLY AGREEMENT (this "Agreement") by and between **BLUEFIELD RANCH ENVIRONMENTAL MITIGATION BANK, LLC** ("Bank Sponsor"), and **CITY OF MIRAMAR** ("Buyer") is effective as of _____, 2024 (the "Effective Date").

RECITALS:

WHEREAS, Bank Sponsor has established a mitigation bank known as the Bluefield Ranch Mitigation Bank (the "Bank") authorized by the South Florida Water Management District ("SFWMD"), Permit No. 56-00002-M and the United States Army Corps of Engineers ("ACOE"), Permit No. SAJ-2000-02935 deemed as one or both (the "Permitting Agency") pursuant to a mitigation banking instrument (as amended or modified from time to time, the "Bank Instrument");

WHEREAS, Bank Sponsor is authorized to operate the Bank and to sell and transfer mitigation credits and/or acres, as described in the Bank Instrument ("Mitigation Credits"), in accordance with this Agreement and the Bank Instrument; and

WHEREAS, Buyer desires to purchase from Bank Sponsor, and Bank Sponsor desires to sell to Buyer, Mitigation Credits, upon the terms and subject to the conditions set forth in this Agreement.

THEREFORE, for and in consideration of the premises and the payment set forth herein, Bank Sponsor and Buyer agree to the following terms and conditions:

AGREEMENTS:

1. **Purchase of Mitigation Credits.**

- a. Purchase. Bank Sponsor hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Bank Sponsor, 16.20 State and Federal Freshwater Forested Mitigation Credits on the terms, and subject to the conditions, set forth herein (the "Purchased Credits").
- b. Purchase Price. Buyer agrees to pay to Bank Sponsor \$260,000.00 per Mitigation Credit ("the Per Credit Price"), for a total purchase price of \$4,212,000.00 (the "Purchase Price"). Buyer agrees to pay Bank Sponsor, by wire transfer in accordance with Exhibit A or as directed by Bank Sponsor, the Purchase Price in installments as follows:
 - i. The sum of \$421,200.00 no later than five (5) business days after the Effective Date equal to 10% of the Purchase Price (the "Deposit"); and
 - ii. The sum of \$3,790,800.00, equal to the remaining 90% of the Purchase Price, no later than thirty (30) days following Buyer's receipt of the permits referenced in Exhibit B to Buyer or six (6) months after the Effective Date, whichever comes first.
 - iii. The number of Credits required to satisfy the Buyers's mitigation obligation is based solely on determinations by the SFWMD and ACOE and is beyond the control of Bank Sponsor. It is currently contemplated in this Agreement that 16.20 CREDITS will be required to fully satisfy Buyer's mitigation obligation. However, there is the possibility that the mitigation requirements of SFWMD and/or ACOE may change, due to factors not known at this time. If the mitigation requirement by either SFWMD or ACOE exceeds 16.20 CREDITS, Bank Sponsor is obligated to provide to Buyer such additional Credits as may be required and Buyers shall pay Bank Sponsor the additional required amount of One Hundred \$260,000.00 per additional Credit or pro rata portion thereof; provided, however, that Bank Sponsor's obligation under this Section is contingent upon the existence and availability of such additional Credits. The additional sums under this Section shall be added to the amounts due as a final payment under this Agreement and shall be paid as provided in Section ii. In the event that less than 16.20 Credits are required by both SFWMD and ACOE, DEVELOPER shall be charged at the highest number of Credits required by SFWMD or ACOE at the rate of \$260,000.00 per Credit or pro rata share thereof and

any credit shall be applied to the final payment.

All amounts paid under this Agreement shall, when paid, be deemed to be fully earned by Bank Sponsor and non-refundable; this provision shall survive termination of this Agreement.

- c. Default. If Buyer fails to pay any portion of the Purchase Price when due, then: (i) Bank Sponsor shall not be required to perform hereunder and shall not be responsible for any breach, liability, or damages resulting from such non-performance; and (ii) Bank Sponsor may terminate this Agreement, pursue such remedies as may be available to it at law and in equity and, without limiting the foregoing, ownership of the Purchased Credits shall automatically revert to Bank Sponsor, and Bank Sponsor shall be free to sell the Purchased Credits to one or more third parties.

2. **Ownership and Application of Purchased Credits.**

- a. Ownership. As of the Effective Date, Buyer shall own the Purchased Credits, subject to Sections 1.c. and 2.d. of this Agreement.
- b. Application of Purchased Credits. At any point on or after the Effective Date, Buyer may request that Bank Sponsor apply the Purchased Credits to a permit by delivering a written notice to Bank Sponsor (an "Application Notice"). Each Application Notice shall include (i) Buyer's name and contact information; (ii) the Permitting Agency's name and contact information; (iii) Buyer's project name and location; (iv) Buyer's permit application number and date; and (v) a brief description of the impacts mitigated by the Mitigation Credits (*e.g.*, impact of [x] acres of wetlands). This Agreement and Exhibit B attached constitute an Application Notice from Buyer to Bank Sponsor. Buyer shall promptly provide Bank Sponsor any additional information necessary to meet the requirements set forth in the Bank Instrument or required by the Permitting Agency. Upon receipt of an Application Notice and, if the Purchase Price has not been paid in full, payment of the portion of the Purchase Price that remains outstanding, Bank Sponsor shall promptly provide the Permitting Agency with the documentation required by the Bank Instrument to apply the Purchased Credits to the permit application specified by Buyer. Buyer is solely responsible for the accuracy of the information provided to Bank Sponsor in an Application Notice and any other information provided by Buyer to Bank Sponsor in connection with the Purchased Credits or the application of the Purchased Credits to a permit. Bank Sponsor shall have neither the duty to confirm the accuracy of the information provided by Buyer nor any liability for inaccurate information.
- c. Exculpation of Bank Sponsor. In no event will Bank Sponsor be responsible (i) if the Permitting Agency does not allow the Purchased Credits to be applied to a permit; (ii) for determining the nature or amount of mitigation required by Buyer for any project, for any permit, or under any applicable law; or (iii) for compliance with the terms and conditions of any permit ultimately issued to Buyer in connection with any project or otherwise.
- d. Substitute Credits. Notwithstanding anything to the contrary herein, Bank Sponsor may, in its discretion and in lieu of supplying the Purchased Credits, obtain substitute Mitigation Credits from mitigation banks or other sources ("Substitute Credits") and apply those Substitute Credits to the permit specified by Buyer in the Application Notice; provided, that such substitution does not adversely impact Buyer. If Bank Sponsor provides Substitute Credits in lieu of the Purchased Credits, ownership of the Purchased Credits shall automatically revert to Bank Sponsor, and Bank Sponsor shall be free to sell the Purchased Credits to one or more third parties.
- e. Bank Closeout. If all of the Purchased Credits have not been applied to a permit by the five-year anniversary of the Effective Date, and, as a result, Bank Sponsor is prevented from closing the Bank, Buyer will take any and all actions requested by Bank Sponsor to achieve Bank closeout.

3. **Miscellaneous.**

1. Buyer Rights. For the avoidance of doubt, this Agreement does not give the Buyer (i) rights to any monies generated by the Bank, or (ii) rights of ownership or use of the real property associated with the Bank or

any other property interests of Bank Sponsor or its affiliates.

2. **Confidentiality.** Neither this Agreement nor the terms hereof may be furnished to any third party without the written consent of all parties, except as may otherwise be required by law or a court of competent jurisdiction; provided, that the foregoing shall not prohibit the parties from providing this Agreement or the terms hereof to their attorneys, consultants, professional advisors, and current and prospective investors and primary lenders. Buyer acknowledges and agrees that Bank Sponsor may, as part of the process for transferring the Purchased Credits, disclose the information provided by Buyer in an Application Notice to the regulatory authorities. This paragraph shall survive any termination of this Agreement.
3. **Governing Law and WAIVER OF JURY TRIAL.** This Agreement and all matters arising out of or relating to this Agreement are governed by the laws of Texas, without giving effect to any conflict of laws provisions thereof. Either party may only institute any legal suit, action, or proceeding arising out of or relating to this Agreement in the federal or state courts located in Houston, Texas. **EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE AFOREMENTIONED COURTS; (B) WAIVES ANY OBJECTION TO THAT CHOICE OF FORUM BASED ON VENUE OR TO THE EFFECT THAT THE FORUM IS NOT CONVENIENT; AND (C) WAIVES ANY RIGHT TO TRIAL BY JURY.**
4. **Counterparts and Authorization.** This Agreement may be signed by facsimile, PDF or electronic means (such as DocuSign) signature, which signature shall be deemed to constitute an original signature and be binding as such. This Agreement may be executed in identical counterparts, each of which when so executed and delivered will constitute an original, but all of which taken together will constitute one and the same instrument. The parties each separately represent that the person signing this Agreement is duly authorized to sign this Agreement.
5. **Force Majeure.** No party shall be liable or responsible to the other party, or deemed to have breached this Agreement, for any failure or delay in satisfying its obligations hereunder if such failure or delay is attributable to any of the following: strikes, riots, acts of God, shortages of labor or materials, war, terrorist acts or activities, orders, laws, regulations, or restrictions, adverse determinations from the Permitting Agency or any other governmental authority, or any other causes which are beyond the reasonable control of the responsible party.
6. **Consequential Damages.** Notwithstanding anything to the contrary herein, no party shall be liable for any lost or prospective profits or any other indirect, consequential, special, incidental, punitive, or other exemplary losses or damages, whether based in contract, warranty, indemnity, negligence, strict liability, or other tort or otherwise, regardless of the foreseeability or the cause thereof. Each party expressly agrees that the affiliates, members, partners, and shareholders of any defaulting or breaching party hereunder are not jointly, solidarily, or severally liable for any costs, expenses, losses, or damages arising from such party's breach or default under this Agreement.
7. **Notice.** All notices sent by one party to the other pursuant to this Agreement shall be in writing, addressed as set forth on the signature page of this Agreement, and either (i) sent by email with confirmed receipt, or (ii) delivered or sent (A) in person; (B) by U.S. Mail, postage prepaid and certified with return receipt requested; or (C) by nationally recognized overnight delivery service, shipping prepaid. Either party may change its email address or physical address by notifying the other party in writing of the change.
8. **Interpretation.** The Parties expressly agree that this Agreement was jointly drafted and that each Party had opportunity to negotiate its terms and to obtain assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall not be construed against or in favor of any Party but shall be construed in a neutral manner.
9. **Survival.** Notwithstanding anything to the contrary herein, Section 1.c. and Article 3 shall survive any termination of this Agreement.

10. **General.** Buyer's rights under this Agreement shall not be assigned or apportioned, either voluntarily or by operation of law, without the prior written consent of Bank Sponsor. This Agreement constitutes the entire agreement and understanding between the parties with respect to the purchase and sale of the Purchased Credits, and supersedes and replaces any prior agreements and understandings, whether oral or written, between them with respect to such matters. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of either party. This Agreement may not be changed, amended or modified except by an instrument in writing signed by both parties. The unenforceability, invalidity, or illegality of any provision hereof shall not render any other provision unenforceable, invalid, or illegal. This Agreement is not intended to create, and it shall not create, any partnership, joint venture, or similar arrangement between Buyer and Bank Sponsor. No party's failure or delay in exercising any of its rights hereunder will constitute a waiver of such rights unless expressly waived in writing.

11. **PUBLIC RECORDS**

- A. Public Records: SERVICE PROVIDER shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
 2. Upon request by CITY's records custodian, provide CITY with a copy of 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, Florida Statutes, or as otherwise provided by law.
 3. 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 this Agreement.
 4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any or all public records relating to this Agreement in the possession of SERVICE PROVIDER shall be delivered by SERVICE PROVIDER to CITY, at no cost to CITY, within seven days. All records stored electronically by SERVICE PROVIDER shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, SERVICE PROVIDER shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
 5. SERVICE PROVIDER'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

- B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to SERVICE PROVIDER shall be withheld until all documents are received as provided herein.

12. **SCRUTINIZED COMPANY**

1. Service Provider certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Service Provider or its subcontractors are found to have submitted a false certification; or if the Service Provider, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

2. If this Agreement is for more than one million dollars, the Service Provider certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Service Provider , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Service Provider, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Service Provider agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

13. E-VERIFY

1. In accordance with Florida Statutes §448.095, the Service Provider, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Service Provider will not hire any employee who has not been vetted through E-Verify. The Service Provider may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

[Signature Page Follows]

The parties have executed this Agreement effective as of the Effective Date.

BLUEFIELD RANCH ENVIRONMENTAL MITIGATION BANK, LLC

By: _____

Name: Aaron M. Patsch

Date: 11/11/2024

Address: 1400 16th Street, Suite 320
Denver, CO 80202

Phone: 720-723-2853

Email: aaron.patsch@rholdings.com

CITY OF MIRAMAR

CITY OF MIRAMAR

ATTEST:

Denise A. Gibbs, City Clerk

By: _____
Dr. Roy L Virgin, City Manager

This ____ day of _____, 2024

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
USE OF AND RELIANCE BY
THE CITY OF MIRAMAR ONLY:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

Address: City of Miramar
2200 Civic Center Place
Miramar, FL 33025

EXHIBIT A

Wire Instructions for RES Bluefield, LLC

Account Title: **RES Bluefield LLC**

Account Number: **1312057100**

Account Routing: **113008465**

ACH & Wire information is as follows:

****Domestic Wires:**

Bank Name: **Woodforest National Bank**

Routing Number: **113008465**

Bank Address: **25231 Grogan's Mill Rd., The Woodlands, TX 77380**

****International Wires:**

Bank Name: **Woodforest National Bank**

SWIFT: **WONAUS44**

Bank Address: **25231 Grogan's Mill Rd., The Woodlands, TX 77380**

For direct coordination, please call Desmond Duke with Bank Sponsor at (239) 530-8044.

EXHIBIT B

Buyer Information:	City of Miramar
Permitting Agency:	South Florida Water Management District US Army Corps of Engineers
Permit Application Number and Date:	SFWMD Application No. 24032843066 ACOE Permit Application No. SAJ-2024-01184
Project Name & Location:	Pembroke Road & Miramar Parkway Extension/Widening located in Broward County
Brief Description of Impacts to be Mitigated by the Credits:	16.20 State and Federal Freshwater Forested Mitigation Credits