

DATE	December 7, 2016
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AMENDMENT TO ORIGINAL AGREEMENT

ATTACHED IS:

ADDENDUM	
CORRESPONDENCE	
AMENDMENT	MIRAMAR – PEMBROKE PINES REGIONAL CHAMBERS OF COMMERCE – PARTNERSHIP AGREEMENT
OTHER	Agreement period December 1, 2016 thru November 30, 2017

TO AGREEMENT NUMBER:

611G/07

SCANNED:

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PARTNERSHIP AGREEMENT

BETWEEN

**THE MIRAMAR-PEMBROKE PINES
REGIONAL CHAMBER OF COMMERCE**

AND

THE CITY OF PEMBROKE PINES, FLORIDA

THIS AGREEMENT, dated the 6th day of December, 2016, is by and between:

CITY OF PEMBROKE PINES, a municipal corporation, organized and operating pursuant to the laws of the State of Florida, with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026, hereinafter referred to as "CITY",

and

THE MIRAMAR-PEMBROKE PINES REGIONAL CHAMBER OF COMMERCE, a Florida Corporation, with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026, hereinafter referred to as "CHAMBER". CITY and CHAMBER may hereinafter collectively be referred to as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CHAMBER agree as follows:

WHEREAS, the CHAMBER serves the needs of the business community in the southwest region of Broward County, Florida; and

WHEREAS, as a governmental entity and major employer located in southwest Broward County, CITY participates in the programs and functions of the CHAMBER; and

WHEREAS, the Parties desire to formalize the relationship between the CITY and the CHAMBER into a Trustee Partnership relationship in order to increase the level of member benefits offered by the CHAMBER and facilitate the growth of the CHAMBER for the benefit of the residents and businesses in the regional community;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed herein between the Parties hereto as follows:

ARTICLE 1

1.1. RECITALS: Each whereas clause set forth above is true and correct and herein incorporated by this reference.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CITY agrees to pay membership dues to the CHAMBER at the Trustee Partnership level equal to EIGHT THOUSAND DOLLARS AND NO CENTS (\$8,000.00), as further described in **Exhibit "A"**, attached hereto and incorporated herein.

2.2 CHAMBER agrees to provide the services and Return on Investment at the Trustee Partnership level equal to EIGHT THOUSAND DOLLARS AND NO CENTS (\$8,000.00), as further described in **Exhibit "A"**, attached hereto and incorporated herein.

2.2 This membership shall include all CITY departments, including the CITY's Charter Schools.

2.3. The Parties agree to assist and cooperate with one another in the performance of this Agreement by providing each other with all necessary information required in the performance of services hereunder.

2.4 The relationship between CITY and CHAMBER created hereunder and the services to be provided by either Party pursuant to this Agreement are non-exclusive. The Parties shall be free to pursue and engage in similar relationships with others to perform the same or similar services performed hereunder.

ARTICLE 3
TERM AND TERMINATION

3.1 This Agreement shall commence on December 1, 2016 ("Commencement Date") for a period of one (1) year terminating November 30, 2017 (the "Term"). This Agreement may be renewed on an annual basis upon the mutual consent of the Parties.

3.2 This Agreement may be terminated by either Party with or without cause, immediately upon thirty (30) calendar days written notice.

ARTICLE 4
INDEMNIFICATION

4.1 CHAMBER shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the

CITY or any third party for personal injury, including death, or physical or property damage to the extent caused by the CHAMBER's negligence or willful misconduct pursuant to this Agreement or those of any subcontractor, agents, officers, employees, or independent contractor retained by CONTRACTOR.

4.2 CHAMBER shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Agreement, including the use of the Commodities by the City.

4.5 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 5
MISCELLANEOUS

5.1 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or such other courier service with proof of receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and that places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CHAMBER and the CITY designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, Florida 33026
Telephone No. (954) 431-4884
Facsimile No. (954) 437-1149

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

CHAMBER : Robert Goltz, President
Miramar-Pembroke Pines Regional Chamber of Commerce
10100 Pines Boulevard

Pembroke Pines, Florida 33026
Telephone No. (954) 432-9808
Facsimile No. (954) 432-9193

5.2 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

5.3 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

5.4 Extent of Agreement. This Agreement represents the entire and integrated agreement between the CITY and the CHAMBER and supersedes all prior negotiations, representations or agreements, either written or oral. The parties acknowledge that they have sought and obtained 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 herein 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.

5.5 Third Party Beneficiary. The Parties agree that this Agreement shall have no third-party beneficiaries.

5.6 Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

5.7 Records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with Chapter 119, Florida Statutes.

5.8 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 and executed by each party hereto.

5.9 Waiver. The parties 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. Any party'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.

5.10 Compliance with Laws. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

5.11 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5.12 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party.

5.13 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

5.14 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

5.15 **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.


(REMAINDER INTENTIONALLY LEFT BLANK)

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

CITY

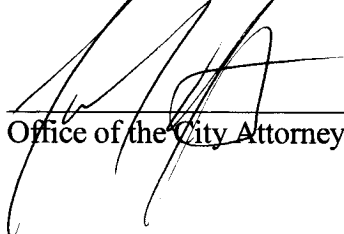
ATTEST:

CITY OF PEMBROKE PINES, FLORIDA:


12/7/16
Marlene Graham, City Clerk


Charles F. Dodge, City Manager

APPROVED AS TO FORM:

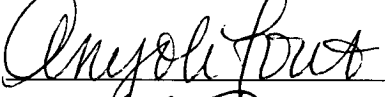


Office of the City Attorney

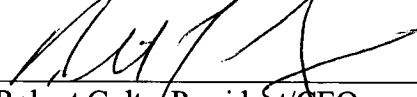


CHAMBER

MIRAMAR-PEMBROKE PINES REGIONAL
CHAMBER OF COMMERCE

WITNESSES:

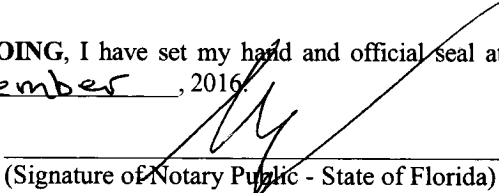




Robert Goltz, President/CEO

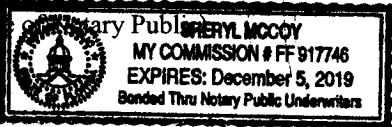
STATE OF FLORIDA)
COUNTY OF Broward) SS:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Robert Goltz, President/CEO of MIRAMAR-PEMBROKE PINES REGIONAL CHAMBER OF COMMERCE and acknowledged that he is the authorized individual to execute this Agreement on behalf of MIRAMAR-PEMBROKE PINES REGIONAL CHAMBER OF COMMERCE and further executed the foregoing Agreement for the use and purposes mentioned therein.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 6th day of December, 2016.


(Signature of Notary Public - State of Florida)

Sheryl McCoy
(Print, Type or Stamp Commission Name)



Personally Known OR Produced Identification
Type of Identification Produced _____

**Miramar-Pembroke Pines
Regional Chamber of Commerce**

**Platinum Trustee
Partnership Agreement
2016-2017 Fiscal Year**

City of Pembroke Pines
Mr. Charles Dodge, City Manger
10100 Pines Boulevard
Pembroke Pines, FL 33026

Dear Mr. Dodge,

The Miramar Pembroke Pines Chamber takes pride in the partnership we have established over many years with the City of Pembroke Pines. We value our relationship with our trustees and appreciate the leadership role you offer the Chamber.

Attached you will find the partnership agreement proposal, securing a **Platinum Trustee Level** membership. This agreement will help increase Chamber membership benefits, while continuing to position the Miramar-Pembroke Pines Regional Chamber as the up and coming premier Chamber in our region of Broward County.

Please review the attached document. If approved, sign and return to the Chamber office. If there are further negotiations needed, call the President/CEO at your convenience and we will be glad to meet with you.

Sincerely,

Robert L. Goltz, IOM

President/CEO

Robert L. Goltz, IOM
Miramar-Pembroke Pines
Regional Chamber of Commerce

Charles F. Dodge, City Manager
City of Pembroke Pines

Date

Date

In exchange for Trustee Partnership privileges of the Miramar-Pembroke Pines Regional Chamber of Commerce, the City of Pembroke Pines agrees to provide the following support:

Investment Cost to City of Pembroke Pines	Chamber Services Return on Investment (ROI)
<ul style="list-style-type: none"> • Platinum Trustee Membership <ul style="list-style-type: none"> ○ Cost to City: \$8000.00 	<ul style="list-style-type: none"> • Investment Covers Membership for the following departments within the City: <ul style="list-style-type: none"> ▪ General Government ▪ Fire Department ▪ Police Department ▪ Charter Schools (K-12) ▪ Community Services ▪ Recreation and Cultural Arts including Pembroke Lakes Country Club (Golf), Club 19 and City Center. • Cost effective method to provide advocacy and business development services for the City. • Unlimited Broadcasting and Public Relations Support of City Events and City items. • Membership includes all administrative support and execution of CBA, Business Development program, Economic Development activity as identified in the agreement. • Listing and profile on Chamber website with link to City website.
<ul style="list-style-type: none"> • Facility Use <ul style="list-style-type: none"> ○ SW Focal Point Center ○ Membership Breakfast ○ 2nd Tuesday of Each Month ○ Cost to City: Facility Use 	<ul style="list-style-type: none"> • The breakfast provides a showcase for the SW Focal Point Center to the business community. The event is attended by approximately 160 people per month. • Provides the City staff and elected officials a chance to network with and support the business community. • The programming of the Chamber breakfasts allows the City a natural venue to offer business development “shorts” via sponsor and chamber programming.. • The Chamber staff will organize the entire venue from start to finish giving the City the platform to network the business community and reserve personnel work hours to organize. Chamber staff fully administers the event. • Table top and screen marketing opportunities for SW Focal Point to promote programs and services at the Center.

Investment Cost to City of Pembroke Pines	Chamber Support Return on Investment (ROI)
<ul style="list-style-type: none"> • Business License Office <ul style="list-style-type: none"> ○ LBTR ○ Monthly ○ Cost to City: None 	<ul style="list-style-type: none"> • This allows the Chamber to welcome the new businesses to the City and offer them services to help them succeed and stay in business. • The City shall make Chamber information available to new businesses at the LBTR office and within the City newsletter when applicable.
<ul style="list-style-type: none"> • Link to Chamber website <ul style="list-style-type: none"> ○ Cost to City: None 	<ul style="list-style-type: none"> • Shows partnership and collaboration between City and Chamber. • Cross exposure for both the City and Chamber
<ul style="list-style-type: none"> • Economic Development Board <ul style="list-style-type: none"> ○ Four (4) Appointments ○ Section 32.178 (E) ○ Cost to City: None 	<ul style="list-style-type: none"> • The Chamber will provide four business representatives to the City's Economic Development Board (EDB) consistent with section 32.178 (E) of the City Code. • Chamber appointees will be approved for appointment by the City Commission. • EDB Chamber Appointees will bring business acumen and experience to the Board in order to advise the City Commission as to business issues.

City commitments and financial obligations will be reviewed regularly with the Chamber in order to properly plan for both the city and chamber giving both an opportunity to make any adjustments necessary to support each budget in this fiscal year.

Benefits of the Trusteeship to the City of Pembroke Pines

City Benefits and ROI	Chamber Services and Support
<ul style="list-style-type: none"> • Board of Directors <ul style="list-style-type: none"> ○ City Representation ○ Included In Trusteeship ○ No additional cost to the City 	<ul style="list-style-type: none"> • Guaranteed position with a Trusteeship at \$8000. • Board role allows active input and participation at a high level within the organization. Allows the City to be informed at all times and participate in organization thought process.
<ul style="list-style-type: none"> • Business Assistance/Retention <ul style="list-style-type: none"> ○ Included In Trusteeship ○ No additional cost to the City ○ Estimated Value: \$2000-\$3000 	<ul style="list-style-type: none"> • Chamber provides business support services to the local community. • Chamber programs and outreach save the City money by reducing the amount of City staff to perform various functions in the business community.
<ul style="list-style-type: none"> • Marketing and Advertising <ul style="list-style-type: none"> ○ Included In Trusteeship ○ No additional cost to the City ○ Estimated Value \$3000-\$4000 	<ul style="list-style-type: none"> • Promotion of the City and City programs. • Monthly Email blasts to all members. • Inclusion in Membership Directory • Signage at Chamber marketing events as desired. • Venue and audience for City events. • Advertising of City Events. • City Profile and enhanced web presence on Chamber site with personalize capability (Video, Pictures, etc.)
<ul style="list-style-type: none"> • Business/Chamber Events <ul style="list-style-type: none"> ○ City Representation ○ Included In Trusteeship ○ No additional cost to the City ○ Estimated Value \$3000-\$4000 	<ul style="list-style-type: none"> • The following Business Meetings are included as part of the City's Platinum Trustee Membership: <ul style="list-style-type: none"> ○ Monthly Membership Breakfast <ul style="list-style-type: none"> ▪ Typically held 2nd Tuesday Morning of each month. ○ Net@Nite Event <ul style="list-style-type: none"> ▪ Typically held 3rd Thursday Evening of each month ○ Ribbon Cuttings ○ Business Training and Special Events • Four Representatives at the CEO Roundtable luncheon. • Reserved Seating at membership breakfast and networking events. • Participation in these events by City officials shows the City's commitment to the business community and provides a unique opportunity for City staff and Elected Officials to interact with businesses. • Allows the City to promote City events and activities on one to one basis. • Improves the City's business network. • Ribbon Cuttings welcome new businesses to the community and provide for an inviting atmosphere for interaction between people making investments in the community. • Complimentary participation in Trustee level events. • Discount Pricing for Premium Events including Pinnacle Awards & Installation of Officers and A Sip of Wine, Taste of Heaven. • Premium sponsorships also available as a Platinum Trustee

In addition to the above support the MPPRCC offers:

- Provide the business community development services, business support and business retention assistance as they are identified through surveys, meetings, forums, etc.
- Continue to offer support to the local businesses per the business plan of the Chamber and in partnership with the City's Economic Development Board.
- Hold issue forums, town meetings that will offer input and/or education regarding a variety of business related issues.
- Scholarship opportunities for the City Charter High School Graduates.
- Promote the City as a trustee and the business community in the county, region and state.
- Support local organization through the Chamber for Good program (reference Teddy Bear program)
- A government affairs committee that will stay involved with the issues pertaining to our business community.
- Support in communicating City events /programs to the membership of the Chamber. One email blast per/month for City to promote specific events or to offer sponsorship opportunities. Historically, email blasts have been also used to educate businesses as to legislative issues at the City. Mass emails were distributed for code amendments as well as legislative issues.
- Conceptual Email Blast Topics
 - October: Booville
 - November: Veterans Day Events
 - December: Holiday Greetings/Snow Fest
 - January: State of the City
 - February: Arts and Crafts Festival
 - March: Pines Day
 - April: Sundaes with the Bunny
 - May: Memorial Day Services
 - June: Independence Day Celebration
 - July: Concert in the Park
 - August: Back to School
 - September: 911 Remembrance
- Discounts to other Chamber events.
 - Twenty five percent off for one program attendee such as Leadership. Additional attendees at regular price - (amount subject to change periodically)
 - Fifty percent off of one Political Training attendee. Additional attendees at regular price. (price subject to change periodically)
 - Corporate Sponsorship of Pinnacle Awards & Installation of Officers Pricing within trustee agreement: \$1000.00 (Value of \$1250). Price Includes: 10 tickets to Pinnacle Awards, Full Page Advertisement, name on website and select marketing at the event.