

PEMBROKE PINES
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April 10, 2024

S.E.R.V.E. Program, Inc.
801 SW 12 Place
Fort Lauderdale, FL 33315

Re: **Underage Drinking Pilot Program**

Dear **Patricia Kearney**:

This Letter of Understanding is intended to summarize the agreement between the City of Pembroke Pines (hereinafter "City") and S.E.R.V.E. Program, Inc. (hereinafter "Vendor") for the provision of a comprehensive alcohol education training program (the "Program") for the period commencing on February 1st, 2024 and ending on June 31st, 2024.

- (1) The City agrees to inform the Vendor of potential participants by providing the potential participants' personal contact information (i.e., name, address, phone number, if provided)
- (2) The City agrees to provide potential participants with a "Diversion Card" containing instructions on how to contact the Vendor to schedule an appointment to attend the training program.
- (3) The Vendor agrees to provide up to two (2) classes per month to provide the training program to participants referred by the City.
- (4) The Vendor understands and agrees that all charges associated with the provision of the training program are to be paid by the potential participant and that there will be no charge to the City.
- (5) The Vendor understands and agrees that it and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this letter of understanding. This letter of understanding shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.
- (6) The Vendor agrees that it shall be liable for damages arising or resulting from the negligent or wrongful act or omission of any employee of Vendor or for any action arising out of Vendor's provision of services to participants referred to it by the City.
- (7) Either party may terminate this Letter of Understanding for any reason provided that upon fourteen (14) days written notice is given to the other party.

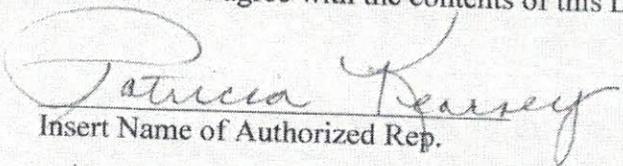
- (8) Within five (5) days after the completion of a Program, the Vendor shall send a list of the participants who completed the Program directly to the attention of Aju Thomas, General Crimes Sergeant at athomas@ppines.com.
- (9) Nothing contained herein is intended nor shall be construed to waive the City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time. The provisions of this paragraph shall survive the execution, delivery and performance of this Letter of Understanding.

Concurrence with this Letter of Understanding will be indicated by your signature below, and the return of one signed copy to my attention at your very earliest convenience.

Sincerely,

Charles F. Dodge
City Manager

For Vendor: I agree with the contents of this Letter of Understanding as outlined above.



Insert Name of Authorized Rep.

4/12/24

Date

Director of Operations

Title of Authorized Rep.