



City of Pembroke Pines

**THIRD AMENDMENT TO FACILITY USE AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
B.P. ACADEMY, INC.**

THIS AMENDMENT ("Third Amendment"), dated _____,
is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

B.P. ACADEMY, INC., a Not For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **7900 Johnson Street, Pembroke Pines, FL 33024**, hereinafter referred to as "LICENSEE". "CITY" and "LICENSEE" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **October 25, 2022**, the Parties entered into an Agreement ("Original Agreement") for LICENSEE to use certain athletic fields and buildings for recreational purposes, for an initial period, which expired on **September 30, 2023**; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for additional terms upon the mutual consent of the Parties evidenced by written amendments to the Original Agreement extending the term thereof; and,

WHEREAS, on **September 14, 2023**, the Parties executed the First Amendment to the Original Agreement, to revise and supplement the terms contained in the Original Agreement, and to renew the term for an additional **one (1) year** period, which expired on **September 30, 2024**; and,

WHEREAS, on **September 24, 2024**, the Parties executed the Second Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expires on **September 30, 2025**; and,

WHEREAS, the Parties desire to renew the term for an additional **one (1) year** period, which shall commence on **October 1, 2025**, and expire on **September 30, 2026**, as set forth in this Third Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties



City of Pembroke Pines

hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement is hereby renewed for an additional **one (1) year** period, which shall commence on **October 1, 2025**, and expire on **September 30, 2026**.

SECTION 3. Scrutinized Companies.

3.1 LICENSEE, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

3.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

3.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

3.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

3.1.2.2 Is engaged in business operations in Syria.

SECTION 4. Employment Eligibility. LICENSEE certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

4.1 Definitions for this Section.

4.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

4.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

4.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.



City of Pembroke Pines

4.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

4.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

4.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

4.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 5. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Third Amendment, the LICENSEE represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 6. Anti Human Trafficking. Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting



that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Third Amendment and submitting the executed required affidavit, the LICENSEE represents and warrants that it does not use coercion for labor or services as provided by state law.

SECTION 7. Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Third Amendment, LICENSEE certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Third Amendment. False certification under this paragraph or being subsequently added to that list will result in termination this Third Amendment, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

SECTION 8. Compliance with Foreign Entity Laws. LICENSEE ("Entity") hereby attests under penalty of perjury the following:

- 8.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);
- 8.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
- 8.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- 8.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);
- 8.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,
- 8.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

SECTION 9. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, and the Original Agreement, as amended, the terms and



City of Pembroke Pines

provisions of this Third Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 10. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 11. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Third Amendment. The exhibits, if not physically attached, should be treated as part of this Third Amendment and are incorporated herein by reference.

SECTION 12. Each person signing this Third Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Third Amendment 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 Third Amendment.

SECTION 13. This Third Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Third Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE AND AFFIDAVIT FOLLOWS



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

DocuSigned by:
Jacob G. Horowitz
A563A1DDEFD5417...

Print Name: Jacob G. Horowitz
OFFICE OF THE CITY ATTORNEY

ATTEST:

DEBRA E. ROGERS, CITY CLERK

BY: _____

MAYOR ANGELO CASTILLO

BY: _____

CHARLES F. DODGE, CITY MANAGER

LICENSEE:

B.P. ACADEMY, INC.

Signed By: *Daniel Davalos*
Signed by:
F156D0E2F82E41C...

Date Signed: July 21, 2025

Printed Name: Daniel Davalos

Title: President



City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

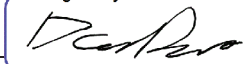
In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Anti-Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: July 21, 2025

ENTITY: B.P. Academy, Inc.

SIGNED BY: Signed by:

F156D0E2F82E41C...

NAME: Daniel Davalos

TITLE: President



City of Pembroke Pines

**SECOND AMENDMENT TO FACILITY USE AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
B.P. ACADEMY, INC.**

THIS AMENDMENT ("Second Amendment"), dated September 24, 2024,
is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

B.P. ACADEMY, INC., a Not For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **7900 Johnson Street, Pembroke Pines, FL 33024**, hereinafter referred to as "LICENSEE". "CITY" and "LICENSEE" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **October 25, 2022**, the Parties entered into an Agreement ("Original Agreement") for LICENSEE to use certain athletic fields and buildings for recreational purposes, for an initial period, which expired on **September 30, 2023**; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for additional terms upon the mutual consent of the Parties evidenced by written amendments to the Original Agreement extending the term thereof; and,

WHEREAS, on **September 14, 2023**, the Parties executed the First Amendment to the Original Agreement, to revise and supplement the terms contained in the Original Agreement, and to renew the term for an additional **one (1) year** period, which expires on **September 30, 2024**; and,

WHEREAS, the Parties desire to renew the term for an additional **one (1) year** period, which shall commence on **October 1, 2024**, and naturally expire on **September 30, 2025**, as set forth in this Second Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.



SECTION 2. The Original Agreement is hereby renewed for an additional **one (1) year** period, which shall commence on **October 1, 2024**, and naturally expire on **September 30, 2025**.

SECTION 3. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, the LICENSEE represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 4. Anti Human Trafficking. Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Agreement and submitting the executed required affidavit, the LICENSEE represents and warrants that it does not use coercion for labor or services as provided by state law.

SECTION 5. Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, LICENSEE certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination this Agreement, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

SECTION 6. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, and the Original Agreement, as amended, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 7. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 8. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Second Amendment. The exhibits, if not physically attached, should be treated as part of this Second Amendment and are incorporated herein by



City of Pembroke Pines

reference.

SECTION 9. Each person signing this Second Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Second Amendment 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 Second Amendment.

SECTION 10. This Second Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Second Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE AND AFFIDAVIT FOLLOWS



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

DocuSigned by:
Jacob Horowitz
A563A1DDEFD5417...
Print Name: Jacob Horowitz
OFFICE OF THE CITY ATTORNEY

DocuSigned by:
Angelo Castillo
E2D2D4AA8795454... September 23, 2024
BY: Angelo Castillo
MAYOR ANGELO CASTILLO

ATTEST:
DocuSigned by:
Debra Rogers
F8EA9A23A58B417... September 24, 2024
DEBRA E. ROGERS, CITY CLERK

DocuSigned by:
Charles F. Dodge
47B966ECFDAD4AC... September 24, 2024
BY: Charles F. Dodge
CHARLES F. DODGE, CITY MANAGER

Signed by:



LICENSEE:

B.P. ACADEMY, INC.

Signed By: Gladys Torres
Printed Name: Gladys Torres
Title: Vice President



City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Anti-Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: 08/28/2024

ENTITY: B.P. Academy, Inc.

Gladys Torres

NAME: Gladys Torres

TITLE: Vice President



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 5.

File ID: 24-0863

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 09/03/2024

Short Title: Contracts Database - September 18th, 2024

Final Action: 09/18/2024

Title: **MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:**

- (A) B.P. Academy, Inc. - Facility Use Agreement - Renewal
- (B) Broward County - Community Shuttle Service - Renewal
- (C) FileOnQ, Inc. - Public Safety Platform - Renewal
- (D) NCS Pearson, Inc. (Certiport) - Certification Assessment & Training - Renewal
- (E) Optimist Club of Pembroke Lakes, Florida, Inc. (PLO) - Facility Use Agreement - Renewal
- (F) Optimist Club of West Pembroke Pines, Inc. (WPPO) - Facility Use Agreement - Renewal
- (G) Pembroke Pines Optimist Club, Inc. (PPO) - Facility Use Agreement - Renewal
- (H) South Florida Institute on Aging, Inc. ("SoFIA") - RSVP Tech & Community Services Program - Renewal
- (I) State of Florida, Emergency Management Division (The) - Statewide Mutual Aid Agreement - Renewal
- (J) Stryker Sales, LLC. - PowerLoad System - Renewal
- (K) West Pines Girls Softball, Inc. (WPGS) - Facility Use Agreement - Renewal
- (L) West Pines United Futbol Club, Inc. - Facility Use Agreement- Renewal

*Agenda Date: 09/18/2024

Agenda Number: 5.

Internal Notes:

Attachments: 1. Contracts Database Report - September 18th, 2024 (revised), 2. A. BP Academy, Inc. FUA (Fletcher Park) (AB), 3. B. Broward County - Community Shuttle Service Agreement (All Backup), 4. C. FileOnQ -Existing Customer Platform Agreement (All Backup), 5. D. NCS Pearson-Certiport Agreement-Microsoft Training for Charter Schools (All Backup), 6. E. Optimist Club of Pembroke Lakes (PLO) - Facility Use Agreement (AB), 7. F. Optimist Club of West Pembroke Pines (WPPO) - FUA (AB), 8. G. Pembroke Pines Optimist Club (PPO) Facility Use Agreement (AB), 10. I. Statewide Mutual Aid Agreement (SMAA) - 2023 (2024-25)(ABD), 11. J. Stryker Sales, LLC. - Power Load System (AB), 9. H. SoFIA MOU RSVP Tech & Community Services Program (All Backup), 12. K. West Pines Girls Softball (WPGS) - Facility Use (AB), 13. L. West Pines Futbol Club, Inc. - Facility Use Agreement (AB)

Related Files:

1	City Commission	09/18/2024	approve	Pass
	Action Text: A motion was made to approve on the Consent Agenda			
		Aye: - 5	Mayor Castillo, Vice Mayor Good Jr., Commissioner Rodriguez, Commissioner Schwartz, and Commissioner Hernandez	
		Nay: - 0		

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

- (A) B.P. Academy, Inc. - Facility Use Agreement - Renewal
- (B) Broward County - Community Shuttle Service - Renewal
- (C) FileOnQ, Inc. - Public Safety Platform - Renewal
- (D) NCS Pearson, Inc. (Certiport) - Certification Assessment & Training - Renewal
- (E) Optimist Club of Pembroke Lakes, Florida, Inc. (PLO) - Facility Use Agreement - Renewal
- (F) Optimist Club of West Pembroke Pines, Inc. (WPPO) - Facility Use Agreement - Renewal
- (G) Pembroke Pines Optimist Club, Inc. (PPO) - Facility Use Agreement - Renewal
- (H) South Florida Institute on Aging, Inc. ("SoFIA") - RSVP Tech & Community Services Program - Renewal
- (I) State of Florida, Emergency Management Division (The) - Statewide Mutual Aid Agreement - Renewal

Agenda Request Form Continued (24-0863)

(J) Stryker Sales, LLC. - PowerLoad System - Renewal

(K) West Pines Girls Softball, Inc. (WPGS) - Facility Use Agreement - Renewal

(L) West Pines United Futbol Club, Inc. - Facility Use Agreement- Renewal

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) B.P. Academy, Inc. - Facility Use Agreement - Renewal

1. On October 25, 2022, the City entered into an Agreement with B.P. Academy, Inc. for the use of certain athletic fields owned, operated, and/or maintained by the City for recreational purposes, for an initial one (1) year period, which expired on September 30, 2023.
2. Section 2.1 of the Original Agreement authorizes the renewal of the Original Agreement for additional terms upon mutual consent evidenced by written Amendments to the Agreement extending the term thereof.
3. The term of the Original Agreement, as amended, has been renewed one (1) time extending the term to September 30, 2024.
4. The Recreation Department recommends that the City Commission approve this Second Amendment to renew the term for an additional one (1) year period, which shall commence on October 1, 2024, and naturally expire on September 30, 2025, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Revenue:** \$4,065.00
- b) **Amount budgeted for this item in Account No:**
001-000-7001-347225-0000-000-0000-Youth Athletic Program

Agenda Request Form Continued (24-0863)

001-000-7001-347565-0000-000-0000-Athletic Fees - Non-resident

- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5year projection of the operational cost of the project:** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(B) Broward County - Community Shuttle Service - Renewal

1. On October 2, 2019, the City Commission approved for the City to enter into an Agreement with Broward County for an initial three (3) year period, commencing on October 1, 2019, and expiring on September 30, 2022.
2. Broward County Transit Division supplements the mass transit county system and provides funding and community bus transportation to the residents of Pembroke Pines. The service includes the blue, gold, and green routes.
3. Section 5.1 of the Original Agreement authorized renewal of the Original Agreement for two (2) additional one (1) year periods upon written approval of the Contract Administrator at least ninety (90) days prior to the expiration of the current term.
4. On August 3, 2022, the City Commission approved the first, one (1) year renewal term which expired on September 30, 2023.
5. On June 7, 2023, the City Commission approved the second, one (1) year renewal term which will expire on September 30, 2024.
6. The Parties wish to further extend the term of the agreement for an additional one (1) year term from October 1, 2024, to September 30, 2025.
7. The Community Services Department recommends that the City Commission approve the Third Amendment to the Agreement to provide for an additional, one (1) year renewal term commencing on October 1, 2024, and expiring on September 30, 2025.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$679,993 (Third Amendment)
- b) **Amount budgeted for this item in Account No:**

Agenda Request Form Continued (24-0863)

Revenue:

Broward County Transportation Grant:	
\$605,937	128-000-8004-337410-0000-000-0000 (BCT Grant Gold & Green Routes)
\$ 74,056	128-000-8004-337410-0000-000-0000-00042 (BCT Grant Blue Route)
\$679,993	Total

Transfer from Road and Bridge Fund:	
\$392,313	128-000-8004-381100-0000-000-0000 (Gold & Green Routes)
\$ 40,722	128-000-8004-381100-0000-000-0000-00042 (Blue Route)
\$433,035	Total

- c) Source of funding for difference, if not fully budgeted:
- d) 1-year projection of the operational cost of the project:

	Current FY	FY 2024-25
Revenue	\$0.00	\$679,993.00
Expenditure	\$0.00	\$1,113,028.00
Net Cost	\$0.00	\$433,035.00

- e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

(C) FileOnQ, Inc. - Public Safety Platform - Renewal

1. On September 26, 2022, the City entered into a Software License Agreement with FileOnQ, Inc. for an initial, two (2) year period, which will expire on September 30, 2024.
2. The City of Pembroke Pines Police Department contracted with FileOnQ, Inc, to provide the software and software maintenance for a public safety platform comprised of EvidenceOnQ (property-evidence management software), DigitalOnQ (digital evidence management software), QuarterMasterOnQ (supply-equipment management software), and FoundropOnQ.
3. Section 3.4 of the Agreement authorizes the renewal of the Agreement for three (3), additional, one (1) year renewal terms upon mutual consent, evidenced by a written Amendment extending the term thereof.

Agenda Request Form Continued (24-0863)

4. The Police Department has opted to renew only the DigitalOnQ portion of the subscriptions, thus reducing the contract value below the \$25,000 threshold that would require this agreement to be brought to commission for approval.
5. The Police Department informs the City Commission of this 2024-25 Renewal Agreement for the first, one (1) year renewal term commencing on October 1, 2024, and expiring on September 30, 2025, as allowed by the Agreement. Future renewals of the Agreement for an amount under \$25,000 will no longer be brought before the City Commission.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$10,431.72
- b) **Amount budgeted for this item in Account No:** \$31,000, 001-521-3001-534995-0000-000-0000-: Other Svc - IT
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **1-year projection of the operational cost of the project:**

	Current FY	FY 2024-25
Revenues	\$0.00	\$0.00
Expenditures	\$0.00	\$10,431.72
Net Cost	\$0.00	\$10,431.72

- e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(D) NCS Pearson, Inc. (Certiport) - Certification Assessment & Training - Renewal

1. On October 6, 2021, the City entered into an Original Agreement with NCS Pearson, Inc. for an initial one (1) year period which naturally expired on October 2, 2022.
2. NCS Pearson, Inc. provides courseware and exams for the Microsoft Office Specialist (MOS) and the Adobe Certified Association (ACA) industry certification programs for the City's Charter Schools.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

Agenda Request Form Continued (24-0863)

4. On September 14, 2022, the City executed the First Amendment to the Original Agreement to extend the term thereof for an additional one (1) year term which expired on October 2, 2023.
5. On September 20, 2023, the City executed the Second Amendment to the Original Agreement to extend the term thereof for an additional one (1) year term which will expire on October 2, 2024.
6. The City's Charter Schools recommend that the City Commission approve this Third Amendment for a one (1) year term which shall commence on October 3, 2024, and shall naturally expire on October 2, 2025, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$51,593
- b) **Amount budgeted for this item in Account No:** Funding is available the Noncapital software accounts:

School Site	Account Coding	Account Description	Amount
West Middle	171-569-5052-552652-5102-369-0000-00553	Noncapital Software & Licenses	\$8,739
Central Middle	171-569-5052-552652-5102-369-0000-00554	Noncapital Software & Licenses	\$19,601
Academic Village Middle	172-569-5053-552652-5102-369-0000-	Noncapital Software & Licenses	\$23,253
Total			\$51,593

- c) **Source of funding for difference, if not fully budgeted:** Not applicable.
- d) **1-year projection of the operational cost of the project:**

	School FY 2024-25
Revenues	\$0.00
Expenditures	\$51,593.00
Net Cost	\$51,593.00

- e) **Detail of additional staff requirements:** Not applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not applicable.

(E) Optimist Club of Pembroke Lakes, Florida, Inc. (PLO) - Facility Use Agreement - Renewal

1. On February 6, 2016, the City entered into a Facility Use Agreement with Optimist Club

Agenda Request Form Continued (24-0863)

of Pembroke Lakes, Inc. for the use of certain athletic fields and buildings for recreational purposes for the use and benefit of both residents and non-residents of the City, for an initial period, which expired on September 30, 2017.

2. Section 2.2 of the Original Agreement, as amended, authorizes the renewal of the Original Agreement, as amended, for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

3. The term of the Original Agreement, as amended, has been renewed seven (7) times extending the term to September 30, 2024.

4. The Recreation and Cultural Arts Department recommends that the City Commission approve this Eighth Amendment to renew the term for an additional one (1) year period, which shall commence on October 1, 2024, and naturally expire on September 30, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Revenue: \$24,755.00

b) Amount budgeted for this item in Account No: \$24,755.00

001-000-7001-347225-0000-000-0000-Youth Athletic Program

001-000-7001-347565-0000-000-0000-Athletic Fees - Non-resident

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 5-year projection of the operational cost of the project: Not Applicable

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(F) Optimist Club of West Pembroke Pines, Inc. (WPPO) - Facility Use Agreement - Renewal

1. On February 15, 2017, the City entered into a Facility Use Agreement with Optimist Club of West Pembroke Pines, Inc. for the use of certain athletic fields and buildings for recreational purposes for the use and benefit of both residents and non-residents of the City, for an initial period, which expired on September 30, 2017.

2. Section 2.2 of the Original Agreement, as amended, authorizes the renewal of the Original Agreement, as amended, for additional one (1) year renewal terms upon mutual

Agenda Request Form Continued (24-0863)

consent, evidenced by written Amendments extending the term thereof.

3. The term of the Original Agreement, as amended, has been renewed seven (7) times extending the term to September 30, 2024.

4. The Recreation and Cultural Arts Department recommends that the City Commission approve this Eighth Amendment to renew the term for an additional one (1) year period, which shall commence on October 1, 2024, and naturally expire on September 30, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Annual Renewal Cost: \$34,430.00

b) Amount budgeted for this item in Account No: \$34,430

001-000-7001-347225-0000-000-0000-Youth Athletic Program

001-000-7001-347565-0000-000-0000-Athletic Fees - Non-resident

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 5-year projection of the operational cost of the project: Not Applicable

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(G) Pembroke Pines Optimist Club, Inc. (PPO) - Facility Use Agreement - Renewal

1. On January 31, 2017, the City entered into a Facility Use Agreement with Pembroke Pines Optimist Club, Inc. for the use of certain athletic fields and buildings for recreational purposes for the use and benefit of both residents and non-residents of the City, for an initial period, which expired on September 30, 2017.

2. Section 2.2 of the Original Agreement, as amended, authorizes the renewal of the Original Agreement, as amended, for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

3. The term of the Original Agreement, as amended, has been renewed seven (7) times extending the term to September 30, 2024.

4. The Recreation and Cultural Arts Department recommends that the City Commission approve this Eighth Amendment to renew the term for an additional one (1) year period,

Agenda Request Form Continued (24-0863)

which shall commence on October 1, 2024, and naturally expire on September 30, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) Renewal Revenue:** \$22,110.00
- b) Amount budgeted for this item in Account No:** \$22,110.00
001-000-7001-347225-0000-000-0000-Youth Athletic Program
001-000-7001-347565-0000-000-0000-Athletic Fees - Non-resident
- c) Source of funding for difference, if not fully budgeted:** Not Applicable
- d) 5-year projection of the operational cost of the project:** Not Applicable
- e) Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(H) South Florida Institute on Aging, Inc. ("SoFIA") - RSVP Tech & Community Services Program - Renewal

1. In June of 2024, the City approved and entered into a Memorandum of Understanding with the SoFIA RSVP Tech & Community Services Program, Inc. by and through the South Florida Institute on Aging, Inc. ("SoFIA"), for an initial, one (1) year period, which commenced on December 11, 2023, and will expire on December 10, 2024.

2. SoFIA trains and certifies a network of volunteers to provide organizational program support and/or conduct computer classes for enrolled participants. SoFIA provides technology course materials for all participants, develops publicity and marketing and is responsible for enrollment and data collection, i.e. pre and post student surveys. The program ensures implementation of the technology services and computer classes provided in the community to persons ages 60 and over. SoFIA programs about 10 classes each year with an average of 16 participants per class, and they hold weekly tech help sessions for all members of the Carl Shechter Southwest Focal Point Community Center.

3. A new Memorandum of Understanding provides for the program to continue for an additional one (1) year term.

4. The Community Services Department recommends that the City Commission approve the new Memorandum of Understanding to provide continuation of the program for the one (1) year period from December 11, 2024, to December 10, 2025.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** None (The services are free of charge or obligation and are provided to members registered with the Carl Shechter Southwest Focal Point Community Center.)
- b) **Amount budgeted for this item in Account No:** Not Applicable
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5-year projection of the operational cost of the project** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

(I) State of Florida, Emergency Management Division (The) - Statewide Mutual Aid Agreement - Renewal

1. On February 28, 2024, the City entered into a Statewide Mutual Aid Agreement with the State of Florida, Division of Emergency Management, for an initial period of one (1) year which will expire on February 27, 2025.
2. Resolution No. 3855 approving and adopting the Statewide Mutual Aid Agreement was approved by the City Commission on February 21, 2024.
3. The State Emergency Management Act, which has been Codified as Chapter 252 (the "Statutes"), Fla. Stat., provides the Florida Division of Emergency Management (the "Department") with the authority to coordinate and direct emergency management assistance between local governments, including rendering mutual aid among the political subdivisions of the State to carry out emergency management functions and responsibilities. The Statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State of its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area. There is no need for a declaration of emergency to be issued for the agreement to be activated. When an entity requests aid, the requesting entity agrees to reimburse the assisting party per the terms of the reimbursement in the SMAA.
4. Article XI, Section D of the Statewide Mutual Aid Agreement provides for annual, automatic renewal of the term each year after its execution.

Agenda Request Form Continued (24-0863)

5. The City Administration recommends that the City Commission approve the automatic renewal of the agreement term for the one (1) year period commencing on February 28, 2025, and expiring on February 27, 2026, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** None.
- b) **Amount budgeted for this item in Account No:** Not Applicable
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5-year projection of the operational cost of the project:** Not Applicable.
- e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

(J) Stryker Sales, LLC. - PowerLoad System - Renewal

1. On April 7, 2021, the City entered into an Agreement with Stryker Sales, LLC. for the provision of maintenance services for Stryker Stretchers and PowerLoad System, for an initial one (1) year period which naturally expired on April 14, 2022.
2. The Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
3. On April 14, 2022, the City entered into the First Amendment to the Original Agreement to increase the annual compensation from \$24,392.00 to \$26,096.00, and to renew the term for an additional one (1) year period, which expired on April 14, 2023.
4. On April 11, 2023, the City entered into the Second Amendment to the Original Agreement, as amended, to extend and align the term of the Original Agreement an extra 5.5 months for a total of 17.5 months, as amended, with the City's Fiscal year which expires on September 30, 2024, for a total amount of \$43,563.33.
5. Stryker Sales cannot provide a financial breakdown of our previous year's costs for repairs made, which precludes the Fire Department from completing a cost analysis. Given this situation, the Fire Department assessed its options and determined that paying for a preventive maintenance plan and repairs separately would be less expensive than continuing to pay for an annual service.

Agenda Request Form Continued (24-0863)

6. The Fire Department recommends that the City Commission approve this Third Amendment to decrease the compensation to \$7,920.00 and to renew the term for an additional one (1) year period, which shall commence on October 1, 2024, and naturally expire on September 30, 2025.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$7,920.00
- b) **Amount budgeted for this item in Account No:**
001-529-4003-546800-0000-000-0000 (Maintenance & Contracts)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **1-year projection of the operational cost of the project:**

	FY 2025
Revenues	\$0.00
Expenditures	\$7,920.00
Net Cost	\$7,920.00

- e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(K) West Pines Girls Softball, Inc. (WPGS) - Facility Use Agreement - Renewal

1. On February 14, 2017, the City entered into a Facility Use Agreement with West Pines Girls Softball, Inc. for the use of certain athletic fields and buildings for recreational purposes for the use and benefit of both residents and non-residents of the City, for an initial period, which expired on September 30, 2017.
2. Section 2.2 of the Original Agreement, as amended, authorizes the renewal of the Original Agreement, as amended, for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.
3. The term of the Original Agreement, as amended, has been renewed seven (7) times extending the term to September 30, 2024.
4. The Recreation and Cultural Arts Department recommends that the City Commission approve this Eighth Amendment to renew the term for an additional one (1) year period, which shall commence on October 1, 2024, and naturally expire on September 30, 2025, as

Agenda Request Form Continued (24-0863)

allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) Renewal Revenue:** \$8,910.00
- b) Amount budgeted for this item in Account No:** \$8,910.00
001-000-7001-347225-0000-000-0000-Youth Athletic Program
001-000-7001-347565-0000-000-0000-Athletic Fees - Non-resident
- c) Source of funding for difference, if not fully budgeted:** Not Applicable
- d) 5-year projection of the operational cost of the project:** Not Applicable
- e) Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

(L) West Pines United Futbol Club, Inc. - Facility Use Agreement - Renewal

1. On October 5, 2022, the City entered into an Agreement with West Pines United Futbol Club, Inc. for the use of certain athletic fields owned, operated, and/or maintained by the City for recreational purposes, for an initial one (1) year period, which expired on September 30, 2023.
2. Section 2.1 of the Original Agreement authorizes the renewal of the Original Agreement for additional terms upon mutual consent evidenced by written Amendments to the Agreement extending the term thereof.
3. The term of the Original Agreement, as amended, has been renewed one (1) time extending the term to September 30, 2024.
4. The Recreation Department recommends that the City Commission approve this Second Amendment to renew the term for an additional one (1) year period, which shall commence on October 1, 2024, and naturally expire on September 30, 2025, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) Renewal Revenue:** \$103,455.00
- b) Amount budgeted for this item in Account No:** \$103,455.00
001-000-7001-347225-0000-000-0000-Youth Athletic Program

Agenda Request Form Continued (24-0863)

001-000-7001-347565-0000-000-0000-Athletic Fees - Non-resident

001-000-7001-362035-0000-000-0000-Field Rentals

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 5 year projection of the operational cost of the project: Not Applicable

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER O2 Sports Insurance 110 E Broward Blvd, Suite 1700 Fort Lauderdale, FL 33301	CONTACT NAME: Kandace Kalin PHONE (A/C, No, Ext): 1-855-351-0202 FAX (A/C, No): 1-855-984-2379 E-MAIL ADDRESS: info@o2sportsinsurance.com														
INSURED BP Academy 2051 nw 93rd ave Pembroke pines, FL 33024 A Member of O2 Program Management Inc., Athletic Association	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Certain Underwriters at Lloyd's of London</td> <td>AA-1120157</td> </tr> <tr> <td>INSURER B: QBE Insurance Corporation</td> <td>39217</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Certain Underwriters at Lloyd's of London	AA-1120157	INSURER B: QBE Insurance Corporation	39217	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Certain Underwriters at Lloyd's of London	AA-1120157														
INSURER B: QBE Insurance Corporation	39217														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		22B06410-676	10/03/2023 12:00 AM	10/03/2024 12:00 AM	EACH OCCURRENCE	\$1,000,000
							\$300,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> EXCLUDING HAWAII							
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N						
B	Excess Accident Medical	Y		JAH000503	10/03/2023 12:00 AM	10/03/2024 12:00 AM	PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
							Benefit Maximum	\$100,000
							Deductible Per Claim	\$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured. Legal Liability to Participants (LLP) limit as a per occurrence limit. Claims by athletic participants are included.

Sport(s): Softball (League and/or Club)

Sexual Abuse or Sexual Molestation Liability - \$1,000,000 each incident (included above) / \$1,000,000 aggregate (included above).

CERTIFICATE HOLDER

The City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kandace Kalin

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: 22B06410-676

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Entity (Additional Insured):

The City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

Name of Insured: BP Academy

A. Section II – Who Is An Insured is amended to include as an additional insured the person or entity shown in the Schedule, but only with respect to liability arising in that part of the designated premises leased, licensed, or otherwise available to you and subject to the following additional exclusions:

1. This insurance does not apply to any loss, claim, "suit", cost, expense or liability for damages directly or indirectly based on, attributable to, arising out of, involving, resulting from, or in any way related to:

a. Any "occurrence" which takes place prior to your occupancy or after you cease to be a tenant in that premises or;

b. Structural conditions, alterations, construction, demolition, maintenance or other operations performed by or on behalf of the person or entity shown in the Schedule.

2. Coverage (including defense) is provided only to the extent that liability is created for an additional insured by the negligent acts, errors, or omissions of the Named Insured. If liability for injury or damage is imposed or sought to be imposed on any additional Insured because of the acts, errors, or omissions of any additional insured or any person or entity under the direction or control

of any additional insured, this insurance does not apply.

Coverage for an additional insured under this endorsement shall be excess. Any other insurance the additional insured has shall be primary with respect to this insurance.

Except as provided herein, all other terms, conditions, provisions, exclusions, and endorsements of this policy remain the same and applicable.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 10/5/2022

EXPIRATION DATE: 10/4/2024

PERSON: KRISTAN M DAVALOS

EMAIL: KFERR002@FIU.EDU

FEIN: 861203066

BUSINESS NAME AND ADDRESS:

B.P ACADEMY INC.

2051 NW 93RD AVE

HOLLYWOOD, FL 33024

SCOPE OF BUSINESS OR TRADE:

Athletic Sports or Park:
Noncontact Sports

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.



City of Pembroke Pines

**FIRST AMENDMENT TO FACILITY USE AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
B.P. ACADEMY, INC.**

THIS AMENDMENT ("First Amendment"), dated September 14, 2023, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

B.P. ACADEMY, INC., a Not For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **7900 Johnson Street, Pembroke Pines, FL 33024**, hereinafter referred to as "LICENSEE". "CITY" and "LICENSEE" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **October 25, 2022**, the Parties entered into an Agreement ("Original Agreement") for LICENSEE to use certain athletic fields and buildings for recreational purposes, for an initial period, which expires on **September 30, 2023**; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for additional terms upon the mutual consent of the Parties evidenced by written amendments to the Original Agreement extending the term thereof; and,

WHEREAS, the Parties desire to revise and supplement the terms contained in the Original Agreement and to renew the term for an additional **one (1) year** period, which shall commence on **October 1, 2023** and naturally expire on **September 30, 2024**, as set forth in this First Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement is hereby renewed for an additional **one (1) year** period, which shall commence on **October 1, 2023** and naturally expire on **September 30, 2024**.

*City of Pembroke Pines*

SECTION 3. Section 5.9 of the Original Agreement is hereby revised and amended as set forth below:

5.9 For each sports activity, the LICENSEE shall provide to the Director of Recreation and Cultural Arts ("Director") a complete list of parent names, addresses, emails and phone numbers of the participants. LICENSEE should also provide a list of coaches and managers. The list of participants should be provided for each individual team. (i.e. one list for each team) and each player should be identified as player 1, player 2, etc.. Children names are not to be provided. The list shall be provided within twenty (20) days of commencement of the particular activity. LICENSEE is required to verify residency (with a utility bill or a mortgage statement) before turning in the rosters. LICENSEE will be responsible for supplementing the list of participants upon any change to the registration lists.

SECTION 4. Section 7.4 of the Original Agreement is hereby revised and amended as set forth below:

7.4 Thirty (30) days after the end of the LICENSEE fiscal year, LICENSEE, at its sole cost and expense, must provide to the CITY annual financial documentation to include 501(c)(3) Status, Year End Balance Sheet, Cash Flow Report, Tax Returns and LICENSEE's proposed next year operating budget. In addition, LICENSEE shall provide documentation reflecting the financial information of each one of the LICENSEE's programs. The CITY at its sole discretion, and at the LICENSEE's sole expense, may require a certified financial audit. The scope of such audit, if required, will be determined by the CITY. LICENSEE is also required to provide the numbers and demographics of children and adults served, number of volunteers, and financial conditions of the LICENSEE, including all revenues and expenditures.

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 6. The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.

SECTION 7. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.

SECTION 8. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment 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 First Amendment.

SECTION 9. This First Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by



City of Pembroke Pines

the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

DocuSigned by:

Jacob Horowitz

A563A1DDEFD5417...

Print Name: Jacob Horowitz

OFFICE OF THE CITY ATTORNEY

BY: [Signature]

MAYOR FRANK C. ORTIS

ATTEST:

DocuSigned by:

Marlene D. Graham

E858EEE04EEF4F3...

September 14, 2023
MARLENE D. GRAHAM, CITY CLERK

BY: Charles F. Dodge

DocuSigned by:

47B966ECFDAD4AC...

September 14, 2023

CHARLES F. DODGE, CITY MANAGER

DS



LICENSEE:

B.P. ACADEMY, INC.

Signed By: S. Guzman

Printed Name: Sonia Guzman

Title: Board President

8/23/2023



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 1.

File ID: 23-0056

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 01/23/2023

Short Title: Contracts Database Report - September 6th, 2023

Final Action: 09/06/2023

Title: **MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS
DATABASE REPORT:**

(A) NCS Pearson, Inc. (Certiport) - Certification Assessment & Training -
Renewal

(B) Emilio's BBQ Catering Services Corp. - Gift Shop/food services at the
Senior Center - Renewal

(C) Vigilant Solutions, Inc. - ESA - License Plate Reader - Annual Hosting and
Software Subscriptions & Maintenance - Renewal

(D) B.P. Academy, Inc. - Facility Use Agreement - Renewal

(E) Pembroke Pines Optimist Club, Inc. (PPO) - Facility Use Agreement -
Renewal

(F) Optimist Club of Pembroke Lakes, Florida, Inc. (PLO) - Facility Use
Agreement - Renewal

(G) Optimist Club of West Pembroke Pines, Inc. (WPPO) - Facility Use
Agreement - Renewal

(H) West Pines Girls Softball, Inc. (WPGS) - Facility Use Agreement -
Renewal

(I) Cobblestone Systems Corp. - Contracts Management Software - Renewal

**ITEM (J) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE,
THEREFORE, NO COMMISSION ACTION IS REQUIRED AS IT IS
PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO
SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:**

Agenda Request Form Continued (23-0056)

(J) Drobots Company - Drobots STEM Summer Learning Camp -
Non-Renewal

***Agenda Date:** 09/06/2023

Agenda Number: 1.

Internal Notes:

Attachments: 1. Contract Database Report - September 6, 2023, 2. A. NCS Pearson-Certiport Agreement-Microsoft Training for Charter Schools (AB), 3. B. Emilios BBQ Catering Services - Lease and Operation Agreement (AB), 4. C. Vigilant Solutions Inc. - License Plate Reader Agreement (all backup), 5. D. BP Academy, Inc. FUA (Fletcher Park) (AB), 6. E. Pembroke Pines Optimist Club (PPO) Facility Use Agreement (AB), 7. F. Optimist Club of Pembroke Lakes (PLO) - Facility Use Agreement (AB), 8. G. Optimist Club of West Pembroke Pines (WPPO) - FUA (AB), 9. H. West Pines Girls Softball (WPGS) - Facility Use (AB), 10. I. Cobblestone Systems Corp. - Contracts Management Software (AB), 11. J. Drobots-DBots Summer Camp 2023 (AB)

Related Files:

1	City Commission	09/06/2023	approve	Pass
	Action Text:	A motion was made to approve on the Consent Agenda		
		Aye: - 5	Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, Commissioner Good Jr., and Commissioner Castillo	
		Nay: - 0		

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

(A) NCS Pearson, Inc. (Certiport) - Certification Assessment & Training - Renewal

(B) Emilio's BBQ Catering Services Corp. - Gift Shop/food services at the Senior Center - Renewal

(C) Vigilant Solutions, Inc. - ESA - License Plate Reader - Annual Hosting and Software Subscriptions & Maintenance - Renewal

(D) B.P. Academy, Inc. - Facility Use Agreement - Renewal

(E) Pembroke Pines Optimist Club, Inc. (PPO) - Facility Use Agreement - Renewal

(F) Optimist Club of Pembroke Lakes, Florida, Inc. (PLO) - Facility Use Agreement - Renewal

(G) Optimist Club of West Pembroke Pines, Inc. (WPPO) - Facility Use Agreement - Renewal

(H) West Pines Girls Softball, Inc. (WPGS) - Facility Use Agreement - Renewal

(I) Cobblestone Systems Corp. - Contracts Management Software - Renewal

ITEM (J) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS IT IS PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(J) Drobot Company - Drobot STEM Summer Learning Camp - Non-Renewal

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) NCS Pearson, Inc. (Certiport) - Certification Assessment & Training - Renewal

1. On October 6, 2021, the City entered into an Original Agreement with NCS Pearson, Inc. for an initial one (1) year period which naturally expired on October 2, 2022.
2. NCS Pearson, Inc. provides courseware and exams for the Microsoft Office Specialist (MOS) and the Adobe Certified Association (ACA) industry certification programs for the City's Charter Schools.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On September 14, 2022, the City executed the First Amendment to the Original Agreement to extend the term thereof for an additional one (1) year term which shall naturally expire on October 2, 2023.
5. The City's Charter Schools are satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve this Second Amendment for a one (1) year term which shall commence on October 3, 2023 and shall naturally expire October 2, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

Agenda Request Form Continued (23-0056)**a) Initial Cost: \$45,868.00****b) Amount budgeted for this item in Account No:**

School Site	Account Coding Amount	Account Description	
West Middle 8,230	171-569-5052-552652-5102-369-0000-00553	Noncapital Software & Licenses	\$
Central Middle 17,680	171-569-5052-552652-5102-369-0000-00554	Noncapital Software & Licenses	\$
Academic Village Middle 8,230	172-569-5053-552652-5102-369-0000-	Noncapital Software & Licenses	\$
Academic Village High 11,728	172-569-5053-552652-5103-369-0000-	Noncapital Software & Licenses	\$
Total 45,868			\$

c) Source of funding for difference, if not fully budgeted: Not Applicable.**d) 5 year projection of the operational cost of the project:**

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	\$.00	\$.00	\$.00
Expenditures	\$45,868.00	\$.00	\$.00	\$.00	\$.00
Net Cost	\$45,868.00	\$.00	\$.00	\$.00	\$.00

e) Detail of additional staff requirements: Not Applicable.**FEASIBILITY REVIEW:**

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

(B) Emilio's BBQ Catering Services Corp. - Gift Shop/food services at the Senior Center - Renewal

1. On February 23, 2016, the City entered into a Lease and Operation Management Agreement with Emilio's BBQ Catering Services Corporation for the provision of food and gift shop services at the City's Southwest Focal Point Senior Center for an initial period which expired on December 31, 2019.

2. Section 2.1 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year terms upon mutual consent, evidenced by written Amendments to the

Agenda Request Form Continued (23-0056)

Original Agreement extending the term thereof.

3. To date the Original Agreement has been renewed four (4) times extending the term to December 31, 2023.

4. The monthly base rent is being increased from \$1,035.41 plus taxes to \$1,123.53 plus taxes, pursuant to Consumer Price Index (CPI) rate increases, as allowed by the Agreement.

5. The Community Services Department recommends that the City Commission approve this Sixth Amendment to increase the monthly base rent and to extend the term for an additional one (1) year period, which shall commence on January 1, 2024, and naturally expire on December 31, 2024.

FINANCIAL IMPACT DETAIL:

a) Renewal Revenue: \$13,482.36 (\$1,123.53 * 12 months January 2024-December 2024)

b) Amount budgeted for this item in Account No: Revenue Account 001-000-8001-362046-0000-000-0000 Rental Community Services. Monthly Rent \$1,123.53 plus tax.

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 2 year projection of the operational cost of the project:

	FY2023-2024	FY2024-2025
Revenues	\$10,111.77	\$3,370.59
Expenditures	\$0.00	\$0.00
Net Revenue	\$10,111.77	\$3,370.59

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(C) Vigilant Solutions, Inc. - ESA - License Plate Reader - Annual Hosting and Software Subscriptions & Maintenance - Renewal

1. On November 16, 2015, the City entered into an Enterprise Service Agreement with Vigilant Solutions for an initial one (1) year period, commencing on January 16, 2016 and expiring on

Agenda Request Form Continued (23-0056)

January 16, 2018.

2. The City of Pembroke Pines Police Department utilizes Vigilant Solutions to provide software licenses for their license plate reader database, systems, and associated cameras. The Agreement included the Intelligence-Led Policing Package up to November 2021 at which time the Police Department switched to the Basic LPR Service Package with the Investigative Data Platform (IDP).

3. Section III.A of the Original Agreement authorizes the extension of the Original Agreement for additional one (1) year Service Periods.

4. The Original Agreement has been extended seven (7) times, with the Sixth Amendment aligning the subscription terms with the City's fiscal year to expire on September 30, 2022, and the Seventh Amendment extending the term to September 30, 2023.

5. The Police Department recommends that the City Commission approve this Eighth Amendment for the one (1) year renewal term commencing on October 1, 2023, and expiring on September 30, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: \$56,317.40

b) Amount budgeted for this item in Account No: \$20,875.00 in 001-521-3001-546800-0000-000-0000: Maintenance Contracts; \$35,442.00 in 001-521-3001-534990-0000-000-0000: Other Svc.

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 1-year projection of the operational cost of the project:

	Current FY	FY2023-24
Revenues	\$.00	\$.00
Expenditures	\$.00	\$56,317.40
Net Cost	\$.00	\$56,317.40

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?

Agenda Request Form Continued (23-0056)

(D) B.P. Academy, Inc. - Facility Use Agreement - Renewal

1. On October 25, 2022, the City entered into an Agreement with B.P. Academy, Inc. for the use of certain athletic fields owned, operated, and/or maintained by the City for recreational purposes, for an initial one (1) year period, which expires on September 30, 2023.
2. Section 2.1 of the Original Agreement authorizes the renewal of the Original Agreement for additional terms upon mutual consent evidenced by written Amendments to the Agreement extending the term thereof.
3. The Recreation Department recommends that the City Commission approve this First Amendment to renew the term for an additional one (1) year period, which shall commence on October 1, 2023, and naturally expire on September 30, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Revenue:** \$5,120.00
- b) **Amount budgeted for this item in Account No:**
001-000-7001-347225-0000-000-0000-Youth Athletic Program
001-000-7001-347565-0000-000-0000-Athletic Fees - Non-resident
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(E) Pembroke Pines Optimist Club, Inc. (PPO) - Facility Use Agreement - Renewal

1. On January 31, 2017, the City entered into a Facility Use Agreement with Pembroke Pines Optimist Club, Inc. for an initial period, which expired on September 30, 2017.
2. Pembroke Pines Optimist Club, Inc. leases property from the City to use certain athletic fields and buildings for recreational purposes for the use and benefit of both residents and non-residents of the City.
3. Section 2.2 of the Original Agreement, as amended, authorizes the renewal of the Original Agreement, as amended, for additional one (1) year renewal terms upon mutual consent,

Agenda Request Form Continued (23-0056)

evidenced by written Amendments extending the term thereof.

4. The term of the Original Agreement, as amended, has been renewed six (6) times extending the term to September 30, 2023.

5. The Recreation and Cultural Arts Department recommends that the City Commission approve this Seventh Amendment to renew the term for an additional one (1) year period, which shall commence on October 1, 2023, and naturally expire on September 30, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Revenue:** \$20,542.00

b) **Amount budgeted for this item in Account No:** \$20,542

001-000-7001-347225-0000-000-0000-Youth Athletic Program

001-000-7001-347565-0000-000-0000-Athletic Fees - Non-resident

c) **Source of funding for difference, if not fully budgeted:** Not Applicable

d) **5 year projection of the operational cost of the project:** Not Applicable

e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(F) Optimist Club of Pembroke Lakes, Florida, Inc. (PLO) - Facility Use Agreement - Renewal

1. On February 6, 2016, the City entered into a Facility Use Agreement with Optimist Club of Pembroke Lakes, Inc. for an initial period, which expired on September 30, 2017.

2. Optimist Club of Pembroke Lakes, Florida, Inc. leases property from the City to use certain athletic fields and buildings for recreational purposes for the use and benefit of both residents and non-residents of the City.

3. Section 2.2 of the Original Agreement, as amended, authorizes the renewal of the Original Agreement, as amended, for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

4. The term of the Original Agreement, as amended, has been renewed six (6) times extending

Agenda Request Form Continued (23-0056)

the term to September 30, 2023.

5. The Recreation and Cultural Arts Department recommends that the City Commission approve this Seventh Amendment to renew the term for an additional one (1) year period, which shall commence on October 1, 2023, and naturally expire on September 30, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Revenue: \$23,837.00

b) Amount budgeted for this item in Account No: \$23,837

001-000-7001-347225-0000-000-0000-Youth Athletic Program

001-000-7001-347565-0000-000-0000-Athletic Fees - Non-resident

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 5 year projection of the operational cost of the project: Not Applicable

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(G) Optimist Club of West Pembroke Pines, Inc. (WPPO) - Facility Use Agreement - Renewal

1. On February 15, 2017, the City entered into a Facility Use Agreement with Optimist Club of West Pembroke Pines, Inc. for an initial period, which expired on September 30, 2017.

2. Optimist Club of West Pembroke Pines, Inc. leases property from the City to use certain athletic fields and buildings for recreational purposes for the use and benefit of both residents and non-residents of the City.

3. Section 2.2 of the Original Agreement, as amended, authorizes the renewal of the Original Agreement, as amended, for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

4. The term of the Original Agreement, as amended, has been renewed six (6) times extending the term to September 30, 2023.

5. The Recreation and Cultural Arts Department recommends that the City Commission approve this Seventh Amendment to renew the term for an additional one (1) year period, which

Agenda Request Form Continued (23-0056)

shall commence on October 1, 2023, and naturally expire on September 30, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Annual Renewal Cost: \$34,567.00

b) Amount budgeted for this item in Account No: \$34,567

001-000-7001-347225-0000-000-0000-Youth Athletic Program

001-000-7001-347565-0000-000-0000-Athletic Fees - Non-resident

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 5 year projection of the operational cost of the project: Not Applicable

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(H) West Pines Girls Softball, Inc. (WPGS) - Facility Use Agreement - Renewal

1. On February 14, 2017, the City entered into a Facility Use Agreement with West Pines Girls Softball, Inc. for an initial period, which expired on September 30, 2017.

2. West Pines Girls Softball, Inc. leases property from the City to use certain athletic fields and buildings for recreational purposes for the use and benefit of both residents and non-residents of the City.

3. Section 2.2 of the Original Agreement, as amended, authorizes the renewal of the Original Agreement, as amended, for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

4. The term of the Original Agreement, as amended, has been renewed six (6) times extending the term to September 30, 2023.

5. The Recreation and Cultural Arts Department recommends that the City Commission approve this Seventh Amendment to renew the term for an additional one (1) year period, which shall commence on October 1, 2023, and naturally expire on September 30, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

Agenda Request Form Continued (23-0056)

- a) **Renewal Revenue:** \$13,700.00
- b) **Amount budgeted for this item in Account No:** \$13,700
001-000-7001-347225-0000-000-0000-Youth Athletic Program
001-000-7001-347565-0000-000-0000-Athletic Fees - Non-resident
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(I) CobbleStone Systems Corp. - Contracts Management Software - Renewal

1. On November 13, 2019, the City Commission approved the Hosted Software License Agreement between the City and Cobblestone Systems Corp. for an initial one (1) year period, which expired on November 25, 2020.
2. The City of Pembroke Pines Finance Department utilizes CobbleStone Systems Corp. to provide contract management software allowing for document management, contract routing work-flow, task-tracking, online approval process, E-signature, and auditing features.
3. Section 2 of the Original Agreement allows for additional one (1) year renewal terms.
4. On August 5, 2020, the City Commission approved the renewal of the Agreement for a one (1) year term which expired on November 25, 2021.
5. On August 4, 2021, the City Commission approved the renewal of the Agreement for a one (1) year term which expired on November 25, 2022.
6. On May 4, 2022, the City Commission approved the renewal of the Agreement for a one-year (1) term which expires on November 25, 2023.
7. The Finance Department recommends that the City Commission approve the continuation of the Original Agreement for a one (1) year renewal term commencing on November 26, 2023 and expiring on November 25, 2024, as allowed by the Original Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$29,037.00
- b) **Amount budgeted for this item in Account No:** 001-513-2001-552652-0000-000-0000
(Non-Capital Software and License)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

(J) Drobots Company - Drobots STEM Summer Learning Camp - Non-Renewal

1. On March 20, 2023, the City entered into the Drobots Company Agreement with Drobots Company for an initial period, which naturally expired on July 21, 2023.
2. Drobots Company provided instruction during the summer in the areas of science, technology, engineering, and math (STEM). Through this program, students applied knowledge by participating in hands-on, real-world STEM exploration.
3. The City's FSU Charter Elementary will begin the process to enter into a new Agreement for the 2024 Summer Camp.



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 10/5/2022

EXPIRATION DATE: 10/4/2024

PERSON: KRISTAN M DAVALOS

EMAIL: KFERR002@FIU.EDU

FEIN: 861203066

BUSINESS NAME AND ADDRESS:

B.P ACADEMY INC.

2051 NW 93RD AVE

HOLLYWOOD, FL 33024

SCOPE OF BUSINESS OR TRADE:

Athletic Sports or Park:
Noncontact Sports

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/06/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER O2 Sports Insurance 110 E Broward Blvd, Suite 1700 Fort Lauderdale, FL 33301	CONTACT NAME: Kandace Kalin PHONE (A/C, No, Ext): 1-855-351-0202 E-MAIL ADDRESS: info@o2sportsinsurance.com FAX (A/C, No): 1-855-984-2379														
INSURED BP Academy 2051 nw 93rd ave Pembroke pines, FL 33024 A Member of O2 Program Management Inc., Athletic Association	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Houston Casualty Company</td><td>42374</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Houston Casualty Company	42374	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Houston Casualty Company	42374														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			H22AS00009-263	10/03/2022 12:00 AM	10/03/2023 12:00 AM	EACH OCCURRENCE \$1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000				
			MED EXP (Any one person)				
			PERSONAL & ADV INJURY \$1,000,000				
			GENERAL AGGREGATE \$3,000,000				
			PRODUCTS - COMP/OP AGG \$1,000,000				
			PARTICIPANT LEGAL LIAB. \$1,000,000				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> EXCLUDING HAWAII <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)
							BODILY INJURY (Per person)
							BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE
							AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT
							E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
A	Excess Accident Medical			H22AS00009-263	10/03/2022 12:00 AM	10/03/2023 12:00 AM	Excess Medical \$100,000
							Deductible Per Claim \$250.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured. Legal Liability to Participants (LLP) limit as a per occurrence limit. Claims by athletic participants are included.

Sport(s): Softball

Sexual Abuse or Sexual Molestation Liability - \$1,000,000 each occurrence (included above) / \$1,000,000 aggregate (included above).

CERTIFICATE HOLDER**CANCELLATION**

The City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Kandace Kalin</i>

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Scanned with CamScanner

POLICY NUMBER: H22AS00009-263

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Entity (Additional Insured):

The City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

Name of Insured: BP Academy

A. Section II – Who Is An Insured is amended to include as an additional insured the person or entity shown in the Schedule, but only with respect to liability arising in that part of the designated premises leased, licensed, or otherwise available to you and subject to the following additional exclusions:

1. This insurance does not apply to any loss, claim, "suit", cost, expense or liability for damages directly or indirectly based on, attributable to, arising out of, involving, resulting from, or in any way related to:

a. Any "occurrence" which takes place prior to your occupancy or after you cease to be a tenant in that premises or;

b. Structural conditions, alterations, construction, demolition, maintenance or other operations performed by or on behalf of the person or entity shown in the Schedule.

2. Coverage (including defense) is provided only to the extent that liability is created for an additional insured by the negligent acts, errors, or omissions of the Named Insured. If liability for injury or damage is imposed or sought to be imposed on any additional Insured because of the acts, errors, or omissions of any additional insured or any person or entity under the direction or control

of any additional insured, this insurance does not apply.

Coverage for an additional insured under this endorsement shall be excess. Any other insurance the additional insured has shall be primary with respect to this insurance.

Except as provided herein, all other terms, conditions, provisions, exclusions, and endorsements of this policy remain the same and applicable.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.



City of Pembroke Pines

**CITY OF PEMBROKE PINES
FACILITY USE AGREEMENT**

THIS AGREEMENT ("Agreement"), dated October 25, 2022, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of 601 City Center Way, Pembroke Pines, Florida 33025 hereinafter referred to as "CITY",

and

B.P. ACADEMY, INC., a Not For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **7900 Johnson Street, Pembroke Pines, FL 33024**, hereinafter referred to as "LICENSEE". "CITY" and "LICENSEE" may hereafter be collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the LICENSEE desires to use certain athletic fields owned, operated, and/or maintained by the CITY for recreational purposes which are more particularly described in Exhibit "A", hereinafter referred to as the "FACILITY"; and,

WHEREAS, the CITY desires to enter into a written agreement to grant LICENSEE a limited nonexclusive license to use certain athletic fields for recreational purposes for the benefit of both residents and non-residents of the CITY.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and LICENSEE agree as follows:

**ARTICLE 1
PREAMBLE**

1.1 The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

**ARTICLE 2
TERM AND TERMINATION**

2.1 The term of this Agreement shall commence on October 1, 2022 and terminate on September 30, 2023. This Agreement may be renewed for additional terms upon the mutual consent evidenced by a written amendment to this Agreement extending the term thereof.

2.2 The CITY grants LICENSEE a non-exclusive license to use the FACILITY during the dates and times more specifically described in Exhibit "A", attached hereto and made a specific

A handwritten signature in blue ink, appearing to be "JL".



part hereof. Any additional days or times the LICENSEE desires to use the FACILITY must be first approved by the CITY.

2.3 **Termination for Convenience.** This Agreement may be terminated for convenience by the CITY upon providing LICENSEE fourteen (14) days written notice of such termination.

2.4 **Termination for Cause.**

2.4.1 This Agreement may be terminated by CITY for cause, effective immediately if CITY believes performance by LICENSEE poses an immediate threat to the health, safety, or welfare of CITY.

2.4.2 In addition to all other remedies available to CITY, this Agreement shall be subject to termination by CITY for cause, should LICENSEE neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of fourteen (14) days with no action after receipt by LICENSEE of written notice of such neglect or failure.

ARTICLE 3 **USE OF FACILITY**

3.1 The CITY agrees to grant the LICENSEE a limited non-exclusive license to use the FACILITY as more particularly described in Exhibit "A" and in accordance with the terms of this Agreement. Notwithstanding the foregoing, the CITY reserves the right to change the designated dates and times for use of FACILITY as determined necessary by the CITY.

3.2 Use of the FACILITY for an activity that is not herein described is subject to prior written approval of the CITY Manager or his designee. Approval shall be at the sole discretion of the CITY Manager or his designee and shall be requested in writing at least thirty (30) days in advance of the date scheduled for the event.

3.3 The Parties agree that events sponsored by the CITY, shall have first priority for use of FACILITY. The CITY will notify LICENSEE a minimum of thirty (30) days in advance of all events that may interfere with LICENSEE programming.

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

4.1 Registration Fees: The LICENSEE shall remit registration fees to the CITY. The LICENSEE shall collect the following fees from all participants for each season:

- 4.1.1 City Residents: Five dollars and zero cents (\$5.00) per participant;
- 4.1.2 Non City Residents: Thirty-five dollars and zero cents (\$35.00) per participant; and,
- 4.1.3 Participation Non-Resident Fee: sixty-five dollars and zero cents (\$65.00) per participant.



4.2 All fees owed to the CITY for LICENSEE's use of the FACILITY shall be forwarded in one lump sum, to the Director of Recreation and Cultural Arts within twenty (20) days of commencement of that particular sports activity. The parties acknowledge that rosters may change and registration may continue for up to three (3) weeks after the commencement of a particular activity. In the event of such ongoing registration, the LICENSEE shall submit a supplemental payment to the City within ten (10) days of the close of the final registration period.

4.3 The LICENSEE acknowledges and agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under this Agreement and further agrees that it shall be responsible for obtaining any and all licenses, permits, or certificates required to operate under this agreement, including the cost associated therewith.

4.4 In the event that the LICENSEE modifies the dates/times more specifically identified in Exhibit "A", for any reason, LICENSEE shall forfeit any amount prepaid to the CITY and LICENSEE shall be liable for any increase in costs related to LICENSEE's use. CITY agrees to provide LICENSEE with an invoice detailing any additional costs or overages incurred during the term of this Agreement within thirty (30) days of the end of the term of this Agreement if applicable.

ARTICLE 5

OBLIGATIONS OF THE LICENSEE

5.1 The LICENSEE shall abide by the following participant ratios:

Recreation Leagues – All Players Collectively: sixty five percent (65%) Residents

Travel/Competition Leagues – All Players Collectively: sixty five percent (65%) Residents

5.2 LICENSEE shall limit registration to one hundred fifty (150) participants per season between its Travel, Competitive, and Recreational leagues and LICENSEE will not be provided any additional facilities by the CITY except those identified in Exhibit "A". If at any time, and at the CITY's sole discretion, it becomes necessary for the City Manager to determine the scheduling of league games or practices in order to accommodate other City recreation programs, the LICENSEE agrees to accept the City Manager's decision and cooperate fully in making any necessary adjustments to its Program(s).

5.3 The LICENSEE shall comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, CITY, state, and federal agencies as may be applicable to LICENSEE's use of FACILITY provided for herein including all CITY Park rules and modifications as may be amended from time to time.

5.4 **Background Screening**. LICENSEE shall comply with the requirements of CITY Code of Ordinances §34.07, as may be amended from time to time, which requires background screening through the CITY's Police Department for all employees, agents, and volunteers engaging in any city-operation or city-sponsored activity involving youth, seniors, and other vulnerable populations prior to the LICENSEE's use of the FACILITY under this Agreement. LICENSEE shall not allow any employees, agents, or volunteers whom do not meet the requirements of this



Section to provide any service under this Agreement. LICENSEE shall also comply with the requirements of Chapter 1012, Florida Statutes, as may be applicable, which requires certain instructional and non-instructional employees or contractual personnel who are permitted access to school grounds when students are present, who have direct contact with students or who have access to or control of school funds to undergo level 2 background screening as described in §1012.32, Florida Statutes. If applicable, the LICENSEE must also comply with all applicable requirements of CITY's Charter Schools and the School Board of Broward County. The LICENSEE shall be responsible for the cost of all background screening pursuant to this section.

5.5 The City grants the LICENSEE permission to operate concessions to sell non-alcoholic beverages and food at the facilities at the discretion of the Director of Recreation and Cultural Arts and only during the sporting events referenced herein. The LICENSEE agrees to retain the services of a person(s) who will be responsible to operate the concession. The LICENSEE agrees to comply with all statutes, ordinances, rules, orders, regulation and requirements of the Federal, State, County and City governments, and any of their departments and bureaus applicable to the operation of the sale of non-alcoholic beverages and food. The City reserves the right to inspect and review the operations of any concession to determine if the LICENSEE has complied with the terms of this agreement.

5.6 LICENSEE must require all coaches, managers, officials, and volunteers associated with the operation of programming herein described to wear an official City of Pembroke Pines Volunteer Identification Card while at the FACILITY. Failure to wear the identification card while in direct contact with program participants, guests or attendees may result in that person being denied access to the FACILITY. LICENSEE must provide all coaches, managers, or volunteers with the City of Pembroke Pines Volunteer Background Checks and Photo Identification Badge Enforcement Policies and Procedures, attached as Exhibit "C".

5.7 The LICENSEE shall provide to the Director of Recreation and Cultural Arts for his/her approval a calendar of activities for each specific sports activity. Each calendar shall be due to the Director no later than thirty (30) day prior to opening registration date and shall include: a) Beginning and ending registration dates; b) Beginning practice dates; c) Beginning game dates; d) Scheduled end of season; e) Requested tournament dates; and, f) Approximate number of teams in the appropriate divisions of each activity. The Director of Recreation and Cultural Arts shall provide comments and/or approval of the proposed calendar within ten (10) days of receipt. No unapproved or unscheduled event shall take place on the City property. The Director of Recreation and Cultural Arts, or his/her designee, may stop any games or events not previously approved.

5.7.1 The LICENSEE shall also submit to the Director of Recreation and Cultural Arts, in writing, at least seven (7) days prior to scheduled games, actual field dimensions and/or set up desired for play. Failure to submit the required information may result in the delay in holding the scheduled game(s).

5.7.2 LICENSEE agrees to notify the Director of Recreation and Cultural Arts of any and all proposed changes to the programs, schedules, marketing materials, or any other relevant change that involves LICENSEE's participants, coaches, employees, or volunteers for

A handwritten signature in blue ink, located in the bottom right corner of the page.



review and approval by the CITY at least fourteen (14) calendar days prior to any changes being made by LICENSEE. LICENSEE shall establish a point of contact to meet with the Director of Recreation and Cultural Arts regularly to discuss contract deliverables and program matters as often as deemed necessary by the Director of Recreation and Cultural Arts.

5.7.3 All games/events that need to be rescheduled shall require LICENSEE to provide the time, date, and location with a twenty-four (24) hour notice. If the request is made after 6:00PM Monday through Saturday or anytime on Sunday, the twenty- four (24) hour timeline will not take effect until 8:00AM the following day. "Rescheduled Events" shall mean all scheduled events, games, and tournaments that have been rescheduled as a result of field closures mandated by the City.

5.7.4 CITY will require the LICENSEE to cover all staffing costs for tournaments in addition to the field rental cost in accordance with the schedule provided in Exhibit "B".

5.8 The CITY will require field shut down periods during the year for field restoration and renovation. The shutdown periods are described in Exhibit A. The LICENSEE must coordinate the schedule for the season with the Recreation and Cultural Arts Department in order to accommodate this mandatory field shut down.

5.9 For each sports activity, the LICENSEE shall provide to the Director of Recreation and Cultural Arts a complete list of names, addresses, emails and phone numbers of the participants, coaches and managers. The list of participants should be provided for each individual team. (i.e., one list for each team). The list shall be provided within twenty (20) days of commencement of the particular activity. LICENSEEs are required to verify residency (with utility bill or mortgage statement) before turning in the rosters.

5.10 The LICENSEE agrees that it shall not discriminate against any person on the basis of race, color, religion, or gender in its use of the aforementioned facilities.

5.11 At all times the LICENSEE will follow the City's Lightning Prediction System policy.

5.12 LICENSEE shall not hang any banners at or around the FACILITY without approval of the CITY. Banners and signs are to be placed on interior athletic field fencing. Signage larger than 4' X 6' must receive prior written approval from the Director of Recreation and Cultural Arts.

5.13 The LICENSEE shall notify the CITY of any damage, vandalism, needed repairs or safety issues at their respective parks as soon as possible, not later than the next day.

5.14 In the event of any damage caused by the LICENSEE or any of its representatives, including but not limited to; employees, contractors, volunteers, program spectators, guests and participants, the LICENSEE shall be responsible for restoring the FACILITY or any other damaged area to its pre-existing condition prior to the damage.

A handwritten signature in blue ink, possibly reading "JL".



5.15 LICENSEE agrees that it shall not make or permit to be made any structural changes or improvements to the aforementioned FACILITY, except upon written approval of the CITY. Any changes or improvements made upon approval by the CITY shall remain as part of the FACILITY at the end of the term of this Agreement.

5.16 The LICENSEE shall immediately notify the CITY of any alcoholic beverages and/or illegal drugs known to be consumed on CITY property or in CITY facilities.

5.17 The CITY may require the LICENSEE to submit a parking and transportation plan ("PT Plan") for all programs and activities; the PT Plan, when required, shall be submitted to the Director of Recreation and Cultural Arts fifteen (15) days prior to the start of scheduled activities for approval. The CITY, at its sole discretion, may also require a PT Plan at any time during the term of this Agreement. If a PT Plan is in place, the LICENSEE shall adhere to the provisions of this section.

5.17.1 Licensee will be responsible for communicating the PT Plan to parents, participants, employees, and volunteers and will be responsible for monitoring attendance, parking, and transportation during scheduled activities.

5.17.2 Parking and parking limits at the Property will be strictly enforced by the LICENSEE; failure of the Licensee to adhere to its PT Plan and Property parking limits will result in the CITY utilizing police /staff assistance or enforcement, which may include the issuance of tickets and towing of improperly parked vehicles. LICENSEE agrees to pay all costs associated with the use of police/staff assistance to manage parking at the FACILITY.

5.17.3 LICENSEE will make all necessary schedule adjustments and use all available resources to accommodate parking including, but not limited to, staggering weekly schedules, utilizing weekends for activities, acquiring offsite parking, and carpooling as may required.

5.18 LICENSEE shall not sublease FACILITY to any other group or organization.

5.19 All activities programming provided by the LICENSEE must be covered by the LICENSEE's insurance policy and shall list the CITY as an additional insured.

5.20 LICENSEE shall have a competent supervisor on site who thoroughly understands the activities and uses of the FACILITY pursuant to this Agreement, who shall, as the LICENSEE's agent, supervise, direct, and otherwise conduct the activities and use of the property under this Agreement. LICENSEE's agents, representatives and employees shall serve the public in a courteous, helpful, and impartial manner.

5.20.1 LICENSEE agrees to monitor and reasonably control all program participants, including, but not limited to LICENSEE's staff, instructors, volunteers, program participants, guests and invitees while at the FACILITY and during any activities organized by the LICENSEE.

A handwritten signature in blue ink, appearing to be "JL", located in the bottom right corner of the page.



5.20.2 LICENSEE shall, upon receipt of a written request from the CITY, immediately exclude any volunteer, staff, employee, or vendor of LICENSEE from providing services or assistance on behalf of LICENSEE pursuant to this Agreement or at the FACILITY.

5.21 LICENSEE is required to pull a special event permit for all events (other than regular season games such as but not limited to opening/closing ceremonies) that require any additional equipment being brought in to the park (such as but not limited to bounce houses, food trucks, tents, stages, etc.). All special events must first receive written approval of the Director of Recreation and Cultural Arts and must be coordinated with the City's Public Services/Parks Department.

5.22 LICENSEE agrees to encourage EKG screenings for all participants prior to their participation in any program that requires physical exertion.

5.23 LICENSEE shall not allow coaches, managers, or volunteers to be compensated.

5.24 LICENSEE shall be required to establish and provide recreational teams for each sport and for each season. If LICENSEE does not have a recreational program, the LICENSEE shall not be permitted to utilize the fields for the season.

5.25 LICENSEE shall not allow coaches, managers, or volunteers to be compensated.

5.26 For each sports activity, the LICENSEE shall allow all CITY residents to register prior to non-residents. LICENSEE establish, following the end of the official registration period, two distinct sign up waiting lists. One list will be for residents, the second for non-residents. With each available opening in a program the resident's waiting list will be exhausted, prior to contacting any non-resident. Further, the resident list shall be exhausted in the following order:

5.26.1 First - prior participants in the program:

5.26.2 Second - persons who have not previously participated

ARTICLE 6

OBLIGATIONS OF THE CITY

6.1 The CITY shall provide daily maintenance of FACILITY and supply adequate utilities for the FACILITY throughout the regular season, practices, and games, subject to budgetary considerations.

6.2 The CITY shall take such action as is necessary to prevent misuse of the FACILITY and/or misconduct by participants.

6.3 The CITY will provide athletic field lighting for activities as described herein, accommodating scheduled games and practices previously approved by the Director of Recreation and Cultural Arts.

A handwritten signature in blue ink, appearing to be "SS", located in the bottom right corner of the page.



6.4 The City reserves the right to determine the suitability of any particular facility for use under this Agreement. The City shall bear no responsibility, nor shall the LICENSEE seek any redress for its inability to use FACILITY as provided herein, when, in the reasonable determination of the City, the FACILITY (or facilities) is deemed to be unsuitable for use for any period of time. The City shall take such action as is necessary to prevent misuse of the facilities and/or misconduct by participants.

6.5 The City may, through the Director of Recreation and Cultural Arts, issue keys FACILITY to an authorized representative of the LICENSEE. Duplication of keys by the authorized representative will result in revocation of all key privileges and changing of all affected locks at LICENSEE's expense.

6.6 The CITY may limit, if necessary, the use of FACILITY to prevent overuse, misuse or abuse of facilities, subject to the CITY's sole discretion.

6.7 The CITY shall provide the LICENSEE of the contact information of the on-site CITY staff who shall provide janitorial and other daily services.

ARTICLE 7

ORGANIZATIONAL STATUS AND GOVERNING REGULATIONS OF LICENSEE

7.1 LICENSEE must be maintained as a 501 (c) (3) not for profit organization and must comply with all regulations, as may be amended, required to maintain said status. LICENSEE must provide the CITY with documentation on an annual basis demonstrating that Licensee has maintained its status as a 501 (c) (3) not for profit organization

7.2 The LICENSEE shall have a Board that consists of seventy-five percent (75%) CITY residents. In addition, seventy-five percent (75%) of all Board members are required to have a child actively participating in the sport activity(ies) that is overseen by the Board. If at the time this Agreement is executed the current makeup of the Board does not meet the seventy-five percent (75%) threshold requirement for residency or child participation, the Board must only appoint Pines residents and/or parents with children actively participating in the sports activity(ies) until the thresholds are met; regardless of this statement, full compliance must be met within one (1) year of execution of this Agreement.

7.3 LICENSEE should conduct a minimum of two (2) public meetings per year to hold, at a minimum, an election of the Board of Directors and one general membership meeting for membership feedback. LICENSEE should notify all registered participants and parents of registered participants of the LICENSEE and the CITY of the date, time, location, and purpose of the public meeting at a minimum of fourteen (14) days prior to the scheduled meeting date. The LICENSEE should elect and maintain a governing Board of Directors, allowing parents of registered participants, managers, and other league volunteers to offer nominations from the floor and vote on all league officers. Official minutes should be recorded at each meeting, and a copy of these minutes should be forwarded to the Director of Recreation and Cultural Arts not later than fourteen (14) days following each meeting. The LICENSEE should advise the



Program Manager in writing of the names and contact information of the Board of Directors and the dates of all meetings.

7.4 Thirty (30) days after the end of the LICENSEE fiscal year, LICENSEE, at its sole cost and expense, must provide to the CITY annual financial documentation to include 501(c)(3) Status, Year End Balance Sheet, Cash Flow Report, Tax Returns and LICENSEE 's proposed next year operating budget. In addition, LICENSEE shall provide documentation reflecting the financial information of each one of the LICENSEE's programs. The CITY at its sole discretion, and at the LICENSEE's sole expense, may require a certified financial audit. The scope of such audit, if required, will be determined by the CITY. LICENSEE is also required to provide the numbers and demographics of children and adults served, number of volunteers, and financial conditions of the LICENSEE, including all revenues and expenditures, and an electronic listing of all participants, identifying by name, address, phone numbers, zip code and emergency contact information. LICENSEE will be responsible for supplementing the list of participants upon any change to the registration lists.

7.5 Prior to the expiration date of the Agreement, LICENSEE must provide an Annual Report to the CITY. Such report must illustrate and describe LICENSEE's financial statements which shall include individual financial statements for each of LICENSEE's programs, liabilities, assets, revenue, activities, officers' names and addresses, rules and regulations, by-laws, and election date(s). Such Annual Report must also provide: a schedule of use; a current certificate of insurance in accordance with the requirements of this Agreement; a schedule of all fees charged, including concession and membership fees; a verification of corporate status; a verification of tax-exempt status; a list of members of the board of directors, including names, addresses, and telephone numbers; and, a report detailing the number and types of events and attendance figures for participants, volunteers, and spectators of the previous year.

7.6 The LICENSEE shall comply with all applicable and governing provisions of the Internal Revenue Code and shall provide the Director of Recreation and Cultural Arts with a copy of all annual IRS filings. All organizations shall submit a copy of their purchasing guidelines to the Director of Recreation and Cultural Arts. It is strongly recommended that for all purchases exceeding one thousand (\$1,000), a minimum of three bids are received.

7.7 The LICENSEE shall adopt and strictly enforce a Players and Coaches Code of Conduct as applicable to all officers, coaches and players. A copy of the code of conduct shall be provided to the Director of Recreation and Cultural Arts. The code of conduct shall include minimum guidelines to discipline any member for a violation of the Code of Conduct.

7.8 LICENSEE agrees to monitor and regulate all program participants, including, but not limited to LICENSEE's staff, instructors, volunteers, program participants, guests and invitees while at the Property and during any activities organized by the LICENSEE on the Property

7.9 LICENSEE agrees to maintain standards of conduct and disciplinary penalties and/or action as may be necessary to ensure a safe and amicable environment for participants, spectators, guests, invitees and other Park patrons.

A handwritten signature in blue ink, located in the bottom right corner of the page.



7.10 LICENSEE shall not engage in any for-profit/fundraising activities that require the use of the Property, unless otherwise approved by the Director of Recreation and Cultural Arts.

7.11 LICENSEE does not have the authority to sublease a facility to any other group or organization to include but not limited to sports camps and private instructors. Sports camps, private instructors, tournaments, etc., shall contract directly with the City. All activities programmed by the LICENSEE must be covered by the LICENSEE's insurance policy and list the CITY as an additional insured.

7.12 LICENSEE shall, upon receipt of a written request from the CITY, immediately exclude any volunteer of LICENSEE from providing Services under this Agreement.

7.13 LICENSEE shall include a privacy policy agreement on its registration forms that specifies what kind of personal data is collected from registrants and what is done with that data. The privacy policy agreement shall be included in any document or website registration application that collects personal information. The sale, transfer, or sharing of personal data from registrants to third parties is prohibited unless agreed to by the registrant.

7.14 The LICENSEE is expressly prohibited from making the registration in any of LICENSEE's programs contingent on any third or outside party transaction.

7.15 No board member, director or officer of LICENSEE (collectively, "member") shall, either directly or indirectly, purchase, rent, or lease any realty, goods or services for LICENSEE from any business entity of which the member or the member's immediate family is an officer, partner, director, or proprietor, or in which the member or the member's immediate family has a material interest. Immediate family is defined as someone's spouse, parents, grandparents, children, grandchildren, brothers, sisters, mother in law, father in law, brother in law, sister in law, daughters in law, and sons in law. Adopted, half, and step members are also included in immediate family.

ARTICLE 8

INDEMNIFICATION AND INSURANCE

8.1 The LICENSEE shall indemnify and hold harmless the CITY and its officers, employees, elected officials, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents, elected officials, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement. The LICENSEE shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The LICENSEE expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the LICENSEE shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents, elected officials, and instrumentalities as herein provided.

A handwritten signature in blue ink, appearing to be "JD".



8.2 Nothing in this Agreement shall be construed to affect in any way the CITY's rights, privileges and immunities as set forth in §768.28, Florida Statutes.

8.3 LICENSEE shall not commence performance of this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the LICENSEE allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

8.4 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

8.5 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the LICENSEE shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

8.6 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the LICENSEE shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The LICENSEE shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. LICENSEE shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

8.7 REQUIRED INSURANCE. LICENSEE shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

8.7.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

A handwritten signature in blue ink, appearing to be "JL", located in the bottom right corner of the page.



Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.**

8.7.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the LICENSEE engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the LICENSEE shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the LICENSEE. Coverage for the LICENSEE and his subcontractor shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

- | | | |
|---------------------------|------------------------|-----------------------------------|
| 1. Workers' Compensation: | Coverage A – Statutory | |
| 2. Employers Liability: | Coverage B | \$500,000 Each Accident |
| | | \$500,000 Disease – Policy Limit |
| | | \$500,000 Disease – Each Employee |

If LICENSEE claims to be exempt from this requirement, LICENSEE shall provide CITY proof of such exemption along with a written request for CITY to exempt LICENSEE, written on LICENSEE letterhead.

8.7.3 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

8.7.4 Participants' Accidental Medical Insurance in an amount of no less than \$25,000.00.

8.7.5 When applicable, Hosted Tournament Coverage with limits of no less than \$1,000,000.00 per occurrence. Coverage must be included for both participants and spectators medical payments. The City of Pembroke Pines must be included as an Additional Insured as respects this coverage.

8.8 REQUIRED ENDORSEMENTS.

8.8.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein.

8.8.2 Waiver of all Rights of Subrogation against the CITY.

8.8.3 30 Day Notice of Cancellation or Non-Renewal to the CITY.

8.8.4 LICENSEES' policies shall be Primary & Non-Contributory. 8.8.5 All policies



shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY.

8.9 LICENSEE shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

8.10 Any insurance required of the LICENSEE pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the LICENSEE and provided proof of such coverage is provided to CITY. The LICENSEE and any subcontractor shall maintain such policies during the term of this Agreement.

8.11 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 9 **VENUE**

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 10 **SIGNATORY AUTHORITY**

LICENSEE shall provide CITY with copies of requisite documentation evidencing that the signatory for LICENSEE has the authority to enter into this Agreement.

ARTICLE 11 **MERGER; AMENDMENT**

This Agreement constitutes the entire Agreement between LICENSEE and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both LICENSEE and CITY with the same formality and equal dignity herewith.

ARTICLE 12 **BANKRUPTCY**

It is agreed that if LICENSEE is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

A handwritten signature in blue ink, possibly reading "dy", located in the bottom right corner of the page.



City of Pembroke Pines

ARTICLE 13
PUBLIC RECORDS

13.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The LICENSEE shall comply with Florida's Public Records Law. Specifically, the LICENSEE shall:

13.1.1 Keep and maintain public records required by the CITY to perform the service;

13.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the 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, Fla. Stat., or as otherwise provided by law;

13.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, LICENSEE shall destroy all copies of such confidential and exempt records remaining in its possession after the LICENSEE transfers the records in its possession to the CITY; and

13.1.4 Upon completion of the contract, LICENSEE shall transfer to the CITY, at no cost to the CITY, all public records in LICENSEE's possession. All records stored electronically by the LICENSEE must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

13.2 The failure of LICENSEE to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement.

**IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION
OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY
TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,
CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT**

CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com

ARTICLE 14
MISCELLANEOUS

AB



14.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

14.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

14.3 **Records.** LICENSEE shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which LICENSEE expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

14.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by LICENSEE without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of LICENSEE shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

14.5 **No Contingent Fees.** LICENSEE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for LICENSEE to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for LICENSEE any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

14.6 **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, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the 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, LICENSEE and CITY designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines

A handwritten signature in blue ink, possibly reading "JL", located in the bottom right corner of the page.



City of Pembroke Pines

601 City Center Way
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1020
Facsimile No. (954) 517-8408

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) 771-4900
Facsimile No. (954) 771-4923

LICENSEE: Sonia Guzman - President
B.P. Academy, Inc.
7900 Johnson Street
Pembroke Pines, FL 33024
Telephone No: (954) 647-9683
Email: (Sonia Guzman) songon24@gmail.com
(Kristen Nicolette) beaprodigyacademy@gmail.com
(Kristen Davalos) kd1609@nova.edu

14.7 **Binding 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.

14.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

14.9 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

14.10 **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.

14.11 **Entire Agreement.** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

14.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver

A handwritten signature in blue ink, appearing to be "JS" or similar initials.



or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

14.13 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

14.14 **Protection of City Property.** At all times during the performance of this Agreement, LICENSEE shall protect FACILITY and CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

14.15 **Compliance with Statutes.** It shall be the LICENSEE's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable; specifically the Jessica Lunsford Act - Chapter 1012, Florida Statutes.

14.16 **Independent Contractor.** This Agreement does not create an employer/employee relationship between the parties. It is the intent of the parties that LICENSEE is an independent contractor under this Agreement and not the LICENSEE employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State Unemployment Insurance Law. The LICENSEE agrees that he/she is a separate and independent enterprise from the CITY, that he/she has full opportunity to find other business, that he/she has made his/her own investment in his/her business, and that he/she will utilize a high level of skill necessary to perform the work.

14.17 **Uncontrollable Forces.** Neither CITY nor LICENSEE shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

14.18 **Non-Exclusive.** This Agreement is non-exclusive. The CITY shall have the right to enter into similar facility use agreements for use of the FACILITY with other vendors during the term of this Agreement.

A handwritten signature in blue ink, possibly reading "JG", located in the bottom right corner of the page.



City of Pembroke Pines

14.19 **Counterparts and Execution**. The Agreement may be executed by electronic signature or by hand, in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of the Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:

Marlene D. Graham October 25, 2022
E858EEE04EEF4F3...
MARLENE D. GRAHAM, CITY CLERK

BY:

[Signature]
MAYOR FRANK C. ORTIS

DocuSigned by:

BY: Charles F. Dodge October 24, 2022
47B966ECFDAD4AC...
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:

Jacob Horowitz
A563A1DDEFD5417...

Print Name: Jacob Horowitz

OFFICE OF THE CITY ATTORNEY

LICENSEE:

B.P. ACADEMY, INC.

Signed By:

[Signature]
Printed Name: Sonia Guzman

Title: President of the Board - BP Academy



City of Pembroke Pines

EXHIBIT "A"
Use of Property

This Exhibit contains the scope and requirements of the activities and field usage under this Agreement with the LICENSEE.

The CITY grants to the LICENSEE: a non-exclusive license for the use of the Property for the following uses permitted pursuant to this Agreement:

1. Travel Softball
2. Recreational Softball

The CITY shall schedule dates and times for LICENSEE's use at the following Properties as follows subject to the provisions set forth in this Agreement:

FLETCHER PARK FIELDS 1 THROUGH 3:

Address: 7900 Johnson Street, Pembroke Pines, FL 33024

Duration: October 1st – November 30

February 1st – May 19th

September 1st – September 30th

LICENSEE agrees that during the year the Parks Division will require two (2) months of field closures per park for rehabilitation and renovation of the fields. The shutdown periods will be coordinated by the Public Services Director or his or her designee.

A handwritten signature in blue ink, located in the bottom right corner of the page.

*City of Pembroke Pines*

Exhibit B
Rate Schedule for Rental of Fields for Tournaments

Baseball/Softball Fields	
\$15.00	Per game for games after 3:00PM on Saturday and all games on Sunday
\$13.00	Per bag of Quick Dry as needed

Soccer Fields	
\$20.00	Per Hour per Field
\$40.00	Per Hour per staff member on duty

Note: LICENSEE shall be limited to two (2) tournaments per year

A handwritten signature in blue ink, possibly reading "JK", located in the bottom right corner of the page.



Exhibit C

City of Pembroke Pines Volunteer Background Checks and Photo Identification Badge Enforcement Policies and Procedures

Section 34.07 of the City of Pembroke Pines Code of Ordinances requires all volunteers, coaches, and individuals who have access to youth, seniors, and other vulnerable populations in all City-Operated or City-Supervised Programs, especially those hosted at a facility operated by the City, to undergo a Level 2 background screening pursuant to Section 435.04, Florida Statutes and the evaluation criteria set forth in the Ordinance. The Background Check policy applies to all volunteers, coaches, and individuals regardless of age.

The following steps must be taken to become a volunteer:

1. Contact the Pembroke Pines Recreation Department at 954-392-2130 to schedule an appointment for the screening. The LICENSEE shall be provided the forms that must be completed and brought to the appointment. At the time of the screening the Recreation Department will take a photograph of each volunteer in order to produce an identification badge pending the results of the screening. The City's Recreation and Cultural Arts Department will schedule screening sessions on-site at the parks prior to the start of each session. It is the volunteer's responsibility to ensure they successfully complete a Level 2 background screening.
2. The Pembroke Pines Police Department will notify the Recreation and Cultural Arts Department when the results of each screening is complete. The notification will indicate whether a volunteer is "Eligible" or "Not Eligible" to volunteer. The Recreation and Cultural Arts Department will then issue volunteer identification badges to each Youth League Organization for distribution to all eligible volunteers.

Policies regarding Background Checks and Photo Identification Badges:

1. All qualified volunteers, coaches, managers, and board members are required to submit a background check on an annual basis and acquire a photo identification badge. Photo identification badges expire one year from the date of issuance.
2. Photo identification badges are to be displayed at all times whenever the volunteer is serving as a volunteer and badges are not to be worn or used for any other purpose.
3. No pins, stickers, or markings are allowed to be displayed on the photo identification badge. The photo identification badge must be clearly visible to the public and should be worn between the shoulders and the waist with the photo clearly visible.
4. If a photo identification badge is lost or stolen, it is the responsibility of the volunteer to notify the Youth Organization as soon as possible to obtain a replacement badge.
5. It is the duty of every qualified volunteer to report any volunteer failing to properly display their credential to their supervisor/league, president/organization, or City representative.
6. Lending a photo identification badge to someone is not permitted at any time.
7. Volunteers shall not have more than one photo identification badge in his or her possession at any one time.

A handwritten signature in blue ink, located in the bottom right corner of the page.



City of Pembroke Pines

City's Enforcement of Ordinance:

The City of Pembroke Pines Department of Recreation and Cultural Arts staff in collaboration with program staff will monitor activity and randomly check all volunteers (i.e. coaches, instructors, managers, board members, and other volunteers). All Youth Leagues are required to check all volunteers and coaches prior to the start of each game. If the staff/officials do not see the photo identification badge visible, the staff/officials will request that the volunteer produce the photo identification badge. All volunteers are required to show their photo ID badge if asked by a staff member or an official. If the volunteer cannot produce a photo ID badge, then the following specific measures will be taken:

- If a volunteer does not have his/her photo ID badge visible and fails to produce a photo ID badge if required by staff/officials: the volunteer:
 - Will be asked to provide pertinent information (name, team, sport),
 - Will be reported to the league with which they are associated or to their supervisor,
 - Will be provided a copy of the City's enforcement policy, and
 - Will not be allowed to continue to participate in program activities until an ID badge is obtained.

All Youth League Organizations will receive a copy of this enforcement plan and should inform all volunteers of these requirements.

For more information, please contact the City of Pembroke Pines:

Tom Joyce, Youth League Supervisor
(954) 392-2130
tjoyce@ppines.com

A handwritten signature in blue ink, located in the bottom right corner of the page.



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 15.

File ID: 22-0811

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 10/06/2022

Short Title: FUA Approval for BP Academy

Final Action: 10/19/2022

Title: MOTION TO APPROVE THE FACILITY USE AGREEMENT BETWEEN B.P. ACADEMY, INC. AND THE CITY OF PEMBROKE PINES FOR THE USE OF FLETCHER PARK TO RUN A YOUTH RECREATION AND TRAVEL SOFTBALL PROGRAM THROUGH SEPTEMBER 30, 2023

***Agenda Date:** 10/19/2022

Agenda Number: 15.

Internal Notes:

Attachments: 1. BP Academy Inc. FUA (Fletcher Park)

1	City Commission	10/19/2022	approve	Pass
Action Text: A motion was made to approve on the Consent Agenda				
Aye: - 6 Ortis, Commissioner Schwartz, Commissioner Castillo, Commissioner Siple, Commissioner Good Jr., and Vice Mayor Good Jr.				
Nay: - 0				

MOTION TO APPROVE THE FACILITY USE AGREEMENT BETWEEN B.P. ACADEMY, INC. AND THE CITY OF PEMBROKE PINES FOR THE USE OF FLETCHER PARK TO RUN A YOUTH RECREATION AND TRAVEL SOFTBALL PROGRAM THROUGH SEPTEMBER 30, 2023

SUMMARY EXPLANATION AND BACKGROUND:

1. Fletcher Park has been home to girls softball since the park first opened in the 60's. The softball program at this park has always been operated by under a Facility Use Agreement (FUA) by Pembroke Pines Girls Softball, Inc. The FUA with Pembroke Pines Girls Softball expired on September 30, 2022.

2. B.P. Academy expressed an interest in taking over the operation of girls softball at Fletcher Park. B.P. Academy had been operating under the umbrella of Pembroke Pines Girls Softball.

Agenda Request Form Continued (22-0811)

3. Over the past few months the Recreation and Cultural Director has been working with the board members of B.P. Academy to make sure their organization can comply with the requirements of the Facility Use Agreement.

4. The club has amended their bylaws and board makeup to ensure compliance with the FUA requirements. The club is not in compliance with the participant residency requirement of 65%. Currently they have three travel teams and three recreation teams. The club was hopeful that the Fall recreation registration process would boost their residency rate. However the club was unable to market and advertise a recreation program for the Fall season with ample time to register a lot of girls. The Recreation and Cultural Arts Director will continue to work with the club to assist them with boosting their residency rates. This requirement will be reevaluated upon the clubs conclusion of registration for the spring season.

5. The proposed Facility Use Agreement is for a period effective upon execution and terminates on September 30, 2023 to keep all youth sport facility use agreements in line with the fiscal year. The agreement allows for one year renewals upon approval by the City Commission.

6. Request the Commission approve the facility use agreement between B.P. Academy and the City of Pembroke Pine for the use of Fletcher Park to run a youth recreation and travel softball program through September 30, 2023.

FINANCIAL IMPACT DETAIL:

a) Revenues: Estimated \$5,000

b) Amount budgeted for this item in Account No:

\$5,000 in account 001-000-7001-347225-0000-000-0000-Youth Athletic Program and 001-000-7001-347565-0000-000-0000-Athletic Fees - Non-resident.

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 1 year projection of the operational cost of the project:

	FY2023-2024
Revenues	\$5,000
Expenditures	\$.00
Net Revenues	\$5,000

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor

Agenda Request Form Continued (22-0811)

Conducted for this service? Not Applicable

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/06/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER O2 Sports Insurance 110 E Broward Blvd, Suite 1700 Fort Lauderdale, FL 33301	CONTACT NAME: Kandace Kalin PHONE (A/C, No, Ext): 1-855-351-0202 FAX (A/C, No): 1-855-984-2379 E-MAIL ADDRESS: info@o2sportsinsurance.com														
INSURED BP Academy 2051 nw 93rd ave Pembroke pines, FL 33024 A Member of O2 Program Management Inc., Athletic Association	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Houston Casualty Company</td><td>42374</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Houston Casualty Company	42374	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Houston Casualty Company	42374														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			H22AS00009-263	10/03/2022 12:00 AM	10/03/2023 12:00 AM	EACH OCCURRENCE \$1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000				
			MED EXP (Any one person)				
			PERSONAL & ADV INJURY \$1,000,000				
			GENERAL AGGREGATE \$3,000,000				
			PRODUCTS - COMP/OP AGG \$1,000,000				
			PARTICIPANT LEGAL LIAB. \$1,000,000				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> EXCLUDING HAWAII						COMBINED SINGLE LIMIT (Ea accident)
							BODILY INJURY (Per person)
							BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE
							AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT
							E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
A	Excess Accident Medical			H22AS00009-263	10/03/2022 12:00 AM	10/03/2023 12:00 AM	Excess Medical \$100,000
							Deductible Per Claim \$250.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured. Legal Liability to Participants (LLP) limit as a per occurrence limit. Claims by athletic participants are included.

Sport(s): Softball

Sexual Abuse or Sexual Molestation Liability - \$1,000,000 each occurrence (included above) / \$1,000,000 aggregate (included above).

CERTIFICATE HOLDER**CANCELLATION**The City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kandace Kalin

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Scanned with CamScanner

POLICY NUMBER: H22AS00009-263

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Entity (Additional Insured):

The City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

Name of Insured: BP Academy

A. Section II – Who Is An Insured is amended to include as an additional insured the person or entity shown in the Schedule, but only with respect to liability arising in that part of the designated premises leased, licensed, or otherwise available to you and subject to the following additional exclusions:

1. This insurance does not apply to any loss, claim, "suit", cost, expense or liability for damages directly or indirectly based on, attributable to, arising out of, involving, resulting from, or in any way related to:

a. Any "occurrence" which takes place prior to your occupancy or after you cease to be a tenant in that premises or;

b. Structural conditions, alterations, construction, demolition, maintenance or other operations performed by or on behalf of the person or entity shown in the Schedule.

2. Coverage (including defense) is provided only to the extent that liability is created for an additional insured by the negligent acts, errors, or omissions of the Named Insured. If liability for injury or damage is imposed or sought to be imposed on any additional Insured because of the acts, errors, or omissions of any additional insured or any person or entity under the direction or control

of any additional insured, this insurance does not apply.

Coverage for an additional insured under this endorsement shall be excess. Any other insurance the additional insured has shall be primary with respect to this insurance.

Except as provided herein, all other terms, conditions, provisions, exclusions, and endorsements of this policy remain the same and applicable.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 10/5/2022

EXPIRATION DATE: 10/4/2024

PERSON: KRISTAN M DAVALOS

EMAIL: KFERR002@FIU.EDU

FEIN: 861203066

BUSINESS NAME AND ADDRESS:

B.P ACADEMY INC.

2051 NW 93RD AVE

HOLLYWOOD, FL 33024

SCOPE OF BUSINESS OR TRADE:

Athletic Sports or Park:
Noncontact Sports

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.