



**SEVENTH AMENDMENT TO FACILITY USE AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
PEMBROKE PINES OPTIMIST CLUB, INC.**

THIS AMENDMENT ("Seventh 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

PEMBROKE PINES OPTIMIST CLUB, INC., a Not For Profit Corporation, as listed with the Florida Division of Corporations, with a business address of **7400 Pines Boulevard, Pembroke Pines, FL 33024**, hereinafter referred to as "LICENSEE". "CITY" and "LICENSEE" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **January 31, 2017**, the Parties entered into a Facility Use Agreement ("Original Agreement") for LICENSEE to use certain athletic fields and buildings for recreational purposes for an initial period, which expired on **September 30, 2017**; and,

WHEREAS the Original Agreement authorized the renewal of the Original Agreement at the expiration of the initial term for additional **one (1) year** terms pursuant to written amendments to the Original Agreement extending the term thereof; and,

WHEREAS, on **October 10, 2017**, the Parties executed the First Amendment to the Original Agreement to renew the term for an additional **one (1) year** period, which expired on **September 30, 2018**; and,

WHEREAS, on **November 7, 2018**, the Parties executed the Second Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expired on **September 30, 2019**; and,

WHEREAS, on **September 18, 2019**, the Parties executed the Third Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expired on **September 30, 2020**; and,

WHEREAS, on **August 5, 2020**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expired on **September 30, 2021**; and,

WHEREAS, on **August 18, 2021**, the Parties executed the Fifth Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which



expired on **September 30, 2022**; and,

WHEREAS, on **September 22, 2022**, the Parties executed the Sixth Amendment to the Original Agreement, as amended, to revise the insurance requirements and to renew the term for an additional **one (1) year** period, which expires on **September 30, 2023**; and,

WHEREAS, to date the Parties desire to revise and supplement the terms contained in the Original Agreement, as amended, 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 Seventh 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, as amended, is hereby renewed for an additional **one (1) year** period which shall commence on **October 1, 2023**, and naturally expire on **September 30, 2024**.

SECTION 3. Section 4.16 of the Original Agreement, as amended, is hereby revised and amended as set forth below:

4.16 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 6.4 of the Original Agreement, as amended, is hereby revised and amended as set forth below:

6.4 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 Seventh Amendment and the Original Agreement, as amended, the terms and provisions of this Seventh 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, as amended, shall remain in full force and effect, except as specifically modified herein.

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

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

SECTION 9. This Seventh 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 Seventh 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 FOLLOWS



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:

BY: _____

Print Name: _____
OFFICE OF THE CITY ATTORNEY

MAYOR FRANK C. ORTIS

ATTEST:

BY: _____

CHARLES F. DODGE, CITY MANAGER

MARLENE D. GRAHAM, CITY CLERK

LICENSEE:

PEMBROKE PINES OPTIMIST CLUB, INC.

Signed By: _____

Printed Name: James Ross Jr.

Title: President



City of Pembroke Pines

**SIXTH AMENDMENT TO FACILITY USE AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
PEMBROKE PINES OPTIMIST CLUB, INC.**

THIS AMENDMENT ("Sixth Amendment"), dated September 22, 2022, 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

PEMBROKE PINES OPTIMIST CLUB, INC., a Not For Profit Corporation, as listed with the Florida Division of Corporations, with a business address of **7400 Pines Boulevard, Pembroke Pines, FL 33024**, hereinafter referred to as "**LICENSEE**". "**CITY**" and "**LICENSEE**" may hereafter be collectively referred to as the "**Parties**".

WHEREAS, on **January 31, 2017**, the Parties entered into a Facility Use Agreement ("Original Agreement") for **LICENSEE** to use certain athletic fields and buildings for recreational purposes for an initial period, which expired on **September 30, 2017**; and,

WHEREAS the Original Agreement authorized the renewal of the Original Agreement at the expiration of the initial term for additional **one (1) year** terms pursuant to written amendments to the Original Agreement extending the term thereof; and,

WHEREAS, on **October 10, 2017**, the Parties executed the First Amendment to the Original Agreement to supplement the terms contained therein and to renew the term for **one (1) year**, which expired on **September 30, 2018**; and,

WHEREAS, on **November 7, 2018**, the Parties executed the Second Amendment to the Original Agreement, as amended, to revise the terms contained therein and to renew the term for **one (1) year**, which expired on **September 30, 2019**; and,

WHEREAS, on **September 18, 2019**, the Parties executed the Third Amendment to the Original Agreement, as amended, to revise the terms contained therein and to renew the term for **one (1) year**, which expired on **September 30, 2020**; and,

WHEREAS, on **August 5, 2020**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to revise the terms contained therein and to renew the term for **one (1) year**, which expired on **September 30, 2021**; and,

WHEREAS, on **August 18, 2021**, the Parties executed the Fifth Amendment to the Original Agreement, as amended, to renew the term for **one (1) year**, which expires on **September**



City of Pembroke Pines

30, 2022; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire to revise the insurance requirements contained therein and to renew the term for **one (1) year** which shall commence on **October 1, 2022**, and naturally expire on **September 30, 2023**, as set forth in this Sixth 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, as amended, is hereby renewed for **one (1) year** which shall commence on **October 1, 2022**, and naturally expire on **September 30, 2023**. Furthermore, Exhibit A attached to the Original Agreement is hereby repealed and replaced with Exhibit "6-A" attached hereto and incorporated herein by this reference.

SECTION 3. Section 7.6 of the Original Agreement, as amended, entitled **Required Insurance** is hereby repealed and replaced as set forth below:

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

Yes No

✓ ☐ **7.6.1** 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

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **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.**

Yes No

✓ ☐ **7.6.2** Workers' Compensation and Employers' Liability Insurance covering all employees,



City of Pembroke Pines

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 subcontractors 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 all subcontractors 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 for CITY to exempt LICENSEE.

Yes No

- ✓ ☐ 7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

- ✓ ☐ 7.6.4 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.**

Yes No

- ✓ ☐ 7.6.5 Participants' Accidental Medical Insurance in an amount of no less than \$25,000.00.

Yes No

- ✓ ☐ 7.6.6 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.

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of this Sixth Amendment and the Original Agreement, as amended, the terms and provisions of this Sixth Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 5. 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 6. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Sixth Amendment. The exhibits, if not physically attached, should be treated as part of this Sixth Amendment and are incorporated herein by reference.

SECTION 7. Each person signing this Sixth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Sixth 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 Sixth Amendment.

SECTION 8. This Sixth 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 Sixth 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 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

ATTEST:

DocuSigned by:

Marlene D. Graham September 22, 2022

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MARLENE D. GRAHAM, CITY CLERK

BY:

Frank C. Ortis
MAYOR FRANK C. ORTIS

DocuSigned by:

BY: Charles F. Dodge September 22, 2022

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CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:

Jacob Horowitz

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Print Name: Jacob Horowitz

OFFICE OF THE CITY ATTORNEY

LICENSEE:

PEMBROKE PINES OPTIMIST CLUB, INC.

Signed By:

Printed Name:

JAMES ROSS Jr.

Title:

President



EXHIBIT "6-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 Baseball
2. Recreational Baseball
3. Tackle Football
4. Flag Football
5. Cheerleading
6. Travel Soccer
7. Recreational Soccer

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:

PINES RECREATION PARK:

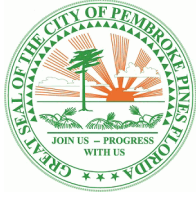
October 1st - September 30.

Exceptions will be made for all City activities. Use of the Pines Recreation Center must be scheduled in advance and is not guaranteed. Since the use of this field is granted year-round, the LICENSEE must coordinate general field use schedules with the Parks Division a year in advance.

MAXWELL PARK:

October 1st – December 4th;
January 23rd – May 21st; and,
August 1st -September 30.

The travel baseball program will be allowed to use the Pines Recreation and Maxwell Park outside the dates indicated above only with the approval of the Recreation and Cultural Arts Director.



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 5.

File ID: 22-0698

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 08/30/2022

Short Title: Contracts Database Report - September 21, 2022

Final Action: 09/21/2022

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

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

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

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

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

**ITEM (E) IS NOT BEING RENEWED, 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:**

(E) Pembroke Pines Girls Softball, Inc. (PPGS) - Facility Use Agreement -
Non-Renewal

***Agenda Date:** 09/21/2022

Agenda Number: 5.

Internal Notes:

Attachments: 1. Contract Database Report - September 21st, 2022, 2. A. Pembroke Pines Optimist Club (PPO) Facility Use Agreement (AB), 3. B. Optimist Club of West Pembroke Pines (WPPO) - FUA (AB), 4. C. Optimist Club of Pembroke Lakes (PLO) - Facility Use Agreement (AB), 5. D. West Pines Girls Softball (WPGS) - Facility Use (AB), 6. E. Pembroke Pines Girls Softball (PPGS) - Facility Use Agreement (AB)

Agenda Request Form Continued (22-0698)

1 City Commission 09/21/2022 approve Pass

Action Text: A motion was made by Vice Mayor Schwartz, seconded by Commissioner Good Jr., to approve Item 5, encompassing sections (A), (B), (C), (D) and (E). The motion carried by the following vote:

Notes: Pulled by Vice Mayor VM Schwartz. He called Director of Recreation & Cultural Arts Christina Sorensen to address questions. need to be notified if insurance policies lapse. would like to assist BP academy on the insurance requirements to complete the use agreement with Fletcher Park as soon as possible. ask for insurance documents as public records.

Ms. Sorensen said she sent by email a list of requirements to the BP club.

VM would like to have something ready to go as an amendment on October 19, 2022.

Aye: - 5 Mayor Ortis, Vice Mayor Schwartz, Commissioner Castillo,
Commissioner Siple, and Commissioner Good Jr.

Nay: - 0

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

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

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

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

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

ITEM (E) IS NOT BEING RENEWED, 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:

(E) Pembroke Pines Girls Softball, Inc. (PPGS) - Facility Use Agreement - 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

Agenda Request Form Continued (22-0698)

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) 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, evidenced by written Amendments extending the term thereof.

4. The term of the Original Agreement, as amended, has been renewed five (5) times extending the term to September 30, 2022.

5. The Recreation and Cultural Arts Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve this Sixth Amendment to renew the term for one (1) year which shall commence on October 1, 2022, and naturally expire on September 30, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Rental Revenues: \$17,360.00

b) Amount budgeted for this item in Account No: \$17,360.00 Tyler Munis account coding and description - 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) 1 year projection of the operational cost of the project:

	FY2022-2023
Revenues	\$17,360.00
Expenditures	\$.00
Net Revenues	\$17,360.00

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.

Agenda Request Form Continued (22-0698)

- 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) 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 five (5) times extending the term to September 30, 2022.
5. The Recreation and Cultural Arts Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve this Sixth Amendment to renew the term for one (1) year which shall commence on October 1, 2022, and naturally expire on September 30, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Rental Revenues:** \$26,168.00
- b) **Amount budgeted for this item in Account No:** Tyler Munis account
coding and description - 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) **1 year projection of the operational cost of the project:**

	FY 2022-2023
Revenues	\$26,168.00
Expenditures	\$.00
Net Revenues	\$26,168.00

- 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

Agenda Request Form Continued (22-0698)

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) 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 five (5) times extending the term to September 30, 2022.

5. The Recreation and Cultural Arts Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve this Sixth Amendment to renew the term for one (1) year which shall commence on October 1, 2022, and naturally expire on September 30, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Rental Revenues: \$20,502.00

b) Amount budgeted for this item in Account No: \$20,502.00 Tyler Munis account coding and description - 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) 1 year projection of the operational cost of the project:

	FY2022-2023
Revenues	\$20,502.00
Expenditures	\$.00
Net Revenues	\$20,502.00

e) Detail of additional staff requirements: Not Applicable

Agenda Request Form Continued (22-0698)

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) 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 five (5) times extending the term to September 30, 2022.

5. The Recreation and Cultural Arts Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve this Sixth Amendment to renew the term for one (1) year which shall commence on October 1, 2022, and naturally expire on September 30, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Rental Revenues: \$5,304.00

b) Amount budgeted for this item in Account No: \$5,304 Tyler Munis account coding and description - 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) 1 year projection of the operational cost of the project:

	FY2022-2023
Revenues	\$5,304.00
Expenditures	\$.00
Net Revenues	\$5,304.00

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) Pembroke Pines Girls Softball, Inc. (PPGS) - Facility Use Agreement - Non-Renewal

1. On January 31, 2017, the City entered into a Facility Use Agreement with Pembroke Pines Girls Softball, Inc. for an initial period, which expired on September 30, 2017.
2. Pembroke 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 five (5) times extending the term to September 30, 2022.
5. The Recreation and Cultural Arts Department is not satisfied with the performance and execution of the Original Agreement, as amended. As such, the Term of the Agreement will not be renewed.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
07/28/2022

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 LIC #40558248 314-304-4894 Player's Health Cover USA Inc. 718 Washington Ave North #402 Minneapolis, MN 55401 USA INSURED Florida Youth Soccer Association 2828 Lake Myrtle Park Rd Auburndale, FL 33823 USA	CONTACT NAME: Chris Pesigan PHONE (A/C No. Ext): 3143044894 FAX (A/C No): E-MAIL ADDRESS: chris@playershealth.com <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: EVEREST NATL INS CO</td> <td>10120</td> </tr> <tr> <td>INSURER B: EVEREST IND INS CO</td> <td>10851</td> </tr> <tr> <td>INSURER C: GREAT AMER INS CO</td> <td>16691</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: EVEREST NATL INS CO	10120	INSURER B: EVEREST IND INS CO	10851	INSURER C: GREAT AMER INS CO	16691	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES
CERTIFICATE NUMBER: 535314394

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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes PLL GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		SI8GL01665-221	08/01/22	08/01/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Partic Legal Liab \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			SI8GL01665-221	08/01/22	08/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			SI8EX01394-221	08/01/22	08/01/23	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Abuse & Molestation	X		SI8GL01666-221	08/01/22	08/01/23	Occurrence 1,000,000
B	Abuse & Molestation	X		SI8GL01666-221	08/01/22	08/01/23	Aggregate 2,000,000
C	Participant Accident Med.			BSRE223025-02	08/01/22	08/01/23	Per Injury 50,000

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

Operations of the Florida Youth Soccer Assn, its teams, leagues & clubs. Coverage applies only to official, sanctioned and approved activities of FYSA. Certificate holder has automatic additional insured status when required direct written contract. This certificate is issued on behalf of: ASPPO PEMBROKE PINES OPTIMIST CLUB, INC. PINES RECREATION CENTER - 7400 PINES BLVD. PEMBROKE PINES FL 33024

SUPERCEDES ALL PRIOR CERTIFICATES ISSUED.

*Sexual Abuse & Molestation is included under the Gen Liab Policy with limits of \$1m each occurrence/\$2m aggregate.

CERTIFICATE HOLDER
CANCELLATION

City of Pembroke Pines Elizer Diaz 601 City Center Way Pembroke Pines, FL 33025 <div style="text-align: center;">USA</div>	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 Chris Pesigan
--	--

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ACORD 25 (2016/03)

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 Jechevarria
535314394



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: 4/14/2022

EXPIRATION DATE: 4/13/2024

PERSON: BRIAN L WEISMAN

EMAIL: PPOSOCER@YAHOO.COM

FEIN: 273309976

BUSINESS NAME AND ADDRESS:

PEMBROKE PINES OPTIMIST CLUB, INC.

7400 PINES BLVD

HOLLYWOOD, FL 33024

SCOPE OF BUSINESS OR TRADE:

Athletic Sports or Park:
Noncontact Sports

Athletic Sport or Park:
Contact Sports

Athletic Sports or Park:
Operation & Drivers

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

**FIFTH AMENDMENT TO
FACILITY USE AGREEMENT BETWEEN
THE CITY OF PEMBROKE PINES AND
PEMBROKE PINES OPTIMIST CLUB, INC.**

THIS AMENDMENT ("Fifth Amendment"), dated this 18th day of August, **2021**, is 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

PEMBROKE PINES OPTIMIST CLUB, INC., a Not For Profit Corporation as listed with the Florida Division of Corporations, and with a business address of **7400 Pines Blvd., Pembroke Pines, FL 33024**, hereinafter referred to as "LICENSEE". "CITY" and "LICENSEE" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **January 31st, 2017**, the Parties entered into a Facility Use Agreement ("Original Agreement") for an initial **nine (9) month period**, which expired on **September 30th, 2017**; and,

WHEREAS, the Original Agreement authorized the renewal of the Original Agreement, as amended at the expiration of the initial term for additional **one (1) year** terms pursuant to written amendments to the Original Agreement, as amended extending the term thereof; and,

WHEREAS, on **October 10th, 2017**, the Parties executed the First Amendment to the Original Agreement to revise and supplement the terms contained therein and to renew the term of the Original Agreement for an additional one (1) year period which expired on **September 30th, 2018**; and,

WHEREAS, on **November 7th, 2018**, the Parties executed the Second Amendment to the Original Agreement, as amended, to revise and supplement the terms contained therein and to renew the term of the Original Agreement, as amended, for an additional one (1) year period which expired on **September 30th, 2019**; and,

WHEREAS, on **September 18th, 2019**, the Parties executed the Third Amendment to the Original Agreement, as amended, to revise and supplement the terms contained therein and to renew the term of the Original Agreement, as amended, for an additional one (1) year period which expired on **September 30th, 2020**; and,

WHEREAS, on **August 5th, 2020**, the Parties executed the Fourth Amendment to the



City of Pembroke Pines

Original Agreement, as amended, to revise and supplement the term contained therein and to renew the term of the Original Agreement, as amended, for an additional one (1) year period which expires on **September 30th, 2021**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire to supplement the terms of the Original Agreement, as amended and renew the term for an additional **one (1) year period** which shall commence on **October 1st, 2021** and naturally expire on **September 30th, 2022** as set forth in this Fifth 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, as amended, is hereby renewed for an additional **one (1) year** period which shall commence on **October 1st, 2021** and naturally expire on **September 30th, 2022**.

SECTION 3. In the event of any conflict or ambiguity by and between the terms and provisions of this Fifth Amendment, the Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Fifth Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 4. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and this Fifth Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 5. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Fifth Amendment. The exhibits, if not physically attached, should be treated as part of this Fifth Amendment and are incorporated herein by reference.

SECTION 6. Each person signing this Fifth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Fifth 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 Fifth Amendment.

SECTION 7. This Fifth 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 Fifth 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.

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

August 25, 2021

E858EEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK

BY: *Frank C. Ortis*

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

DocuSigned by:

Danielle Schwabe

August 25, 2021

013E807C191D4FF...

Print Name: Danielle Schwabe

OFFICE OF THE CITY ATTORNEY

DocuSigned by:

Charles F. Dodge

August 25, 2021

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

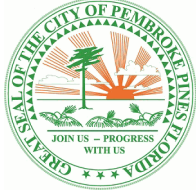
LICENSEE:

PEMBROKE PINES OPTIMIST CLUB, INC.

Signed By: *Brian Weissman*

Print Name: Brian Weissman

Title: president



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 9.

File ID: 21-0717

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 08/10/2021

Short Title: Contracts Database Report - August 18, 2021

Final Action: 08/18/2021

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

(A) The Miami Herald Company a division of McClatchy Company - Printing
of Newspaper - Renewal

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

(C) Vitas Healthcare Corporation of Florida - Palliative and Hospice Care -
Renewal

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

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

(F) Pembroke Pines Girls Softball, Inc. - Facility Use Agreement - Renewal

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

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

(I) Airgas USA, LLC. - Purchase of Carbon Dioxide CO-OP - Renewal -
Utilities Department

(J) Hawkins Water Treatment Group, Inc.-Purchase of Hydrofluosilicic Acid
CO-OP-Renewal - Utilities Department

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

Agenda Request Form Continued (21-0717)

(K) Allied Universal Corp-Purchase of Sodium Hypochlorite CO-OP- Non-Renewal - Utilities Department

***Agenda Date:** 08/18/2021

Agenda Number: 9.

Internal Notes:

Attachments: 1. Contract Database Report - August 18th, 2021, 2. A. Miami Herald a division of McClatchy Company - Printing of Newspapers (AB), 3. B. Emilio's BBQ Catering Services - Lease and Operation Agreement (AB), 4. C. Vitas Healthcare Corporation-Palliative & Hospice Care (All Backup), 5. D. Optimist Club of Pembroke Lakes (PLO) - Facility Use Agreement (AB), 6. E. Optimist Club of West Pembroke Pines (WPPO) Facility Use Agreement (AB), 7. F. Pembroke Pines Girls Softball-PPGS - Facility Use Agreement (Orig-5th) (AB), 8. G. Pembroke Pines Optimist Club (PPO) Facility Use Agreement (AB), 9. H. West Pines Girls Softball (WPGS) - Facility Use - (Orig-5th)(AB), 10. I. Airgas USA, LLC-Purchase of Carbon Dioxide CO-OP (Orig-1st Renewal) (All Backup), 11. J. Hawkins-Hydrofluosilicic Acid (All Backup), 12. K. Allied Universal Corp - CO-OP Agreement ALL Backup

1	City Commission	08/18/2021	approve	Pass
	Action Text: A motion was made to approve on the Consent Agenda			
		Aye: - 5	Mayor Ortis, Vice Mayor Good Jr., Commissioner Castillo, Commissioner Siple, and Commissioner Schwartz	
		Nay: - 0		

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

(A) The Miami Herald Company a division of McClatchy Company - Printing of Newspaper - Renewal

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

(C) Vitas Healthcare Corporation of Florida - Palliative and Hospice Care - Renewal

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

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

(F) Pembroke Pines Girls Softball, Inc. - Facility Use Agreement - Renewal

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

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

Agenda Request Form Continued (21-0717)

(I) Airgas USA, LLC. - Purchase of Carbon Dioxide CO-OP - Renewal - Utilities Department

(J) Hawkins Water Treatment Group, Inc.-Purchase of Hydrofluosilicic Acid CO-OP-Renewal - Utilities Department

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

(K) Allied Universal Corp-Purchase of Sodium Hypochlorite CO-OP- Non- Renewal - Utilities Department

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) The Miami Herald Company a division of McClatchy Company - Printing of Newspaper - Renewal

1. On August 31st, 2015, the City entered into an Agreement with The Miami Herald a division of McClatchy Company for an initial two (2) year period, which expired on August 30th, 2017.
2. The City's Administration Department utilizes The Miami Herald to print its City Connect Newspaper.
3. Section 8 of the Original Agreement authorizes the renewal of the Original Agreement for additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. To date the Agreement has had three (3) amendments extending the term up to and including September 30th, 2021.
5. The printing fee is currently \$4,021.00 per issue and is being increased to \$4,415.00 per issue due to paper cost increase. Shipping and handling fee is to remain at the current rate of

Agenda Request Form Continued (21-0717)

\$125.00.

6. The City's Administration Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends the City Commission approve this Forth Amendment to increase the annual cost from \$24,876.00 to \$27,240.00 and to extend the term for an additional 2 year period which shall commence on October 1st, 2021 and naturally expire on September 30th, 2023, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$27,240.00 annual amount based on \$4,415.00 per issue plus \$125.00 for shipping and handling per issue (6 issues per year)

b) Amount budgeted for this item in Account No: \$27,240.00 -
001-512-0201-547140-0000-000-0000-00315 (Printing - Flyer/Newspaper)

c) Source of funding for difference, if not fully budgeted: N/A

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

	FY 2021-2022	FY 2022-2023
Revenues	\$.00	\$.00
Expenditures	\$27,240.00	\$27,240.00
Net Cost	\$27,240.00	\$27,240.00

e) Detail of additional staff requirements: N/A

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

1. On February 23rd, 2016, the City entered into a Lease and Operation Management Agreement with Emilio's BBQ Catering Services Corporation for an initial period which expired on December 31st, 2019.

2. Emilio's BBQ Catering Services Corporation provides the City with food and gift shop services to the clientele of the Southwest Focal Point Senior Center.

3. 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 a written Amendment to the Original Agreement extending the term thereof.

4. To date the Original Agreement has had three (3) amendments, including two (2) additional one (1) year terms which extended the term to December 31st, 2021.

5. The monthly base rent is being increased to \$944.37 from \$906.83 as per increase in Consumer Price Index (CPI).

6. The Community Services Department is satisfied with the performance and execution of the

Agenda Request Form Continued (21-0717)

Original Agreement, as amended, and recommends that the City Commission approve this Fourth Amendment to extend the term for an additional one (1) year which shall commence on January 1st, 2022 and naturally expire on December 31st, 2022.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Revenue:** \$11,332.44 (monthly rent of \$944.37)
- b) **Amount budgeted for this item in Account No:** Revenue Account 001-000-8001-362046-0000-0000 Rental Community Services. Monthly Rent \$944.37 plus 6.5% Tax \$61.38.
- c) **Source of funding for difference, if not fully budgeted:** "Not Applicable"
- d) **2 year projection of the operational cost of the project:**

	FY 2021-2022	FY 2022-2023
Revenues	\$8,499.33	\$2,833.11
Expenditures	\$.00	\$.00
Net Revenue	\$8,499.33	\$2,833.11

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

(C) Vitas Healthcare Corporation of Florida - Palliative and Hospice Care - Renewal

1. On June 6th, 2011, the City entered into a Palliative and Hospice Care Agreement with Vitas Healthcare Corporation for an initial one (1) year period, which expired on June 6th, 2012.
2. The City of Pembroke Pines Community Services Department utilizes Vitas Healthcare Corporation to provide Palliative and Hospice Care services to its senior clientele and residents at the Southwest Focal Point Senior Center.
3. Section 1. B. of the Original Agreement, as amended, authorizes the renewal of the Original Agreement for additional one (1) year terms upon mutual consent, evidenced by a written Amendment extending the term thereof.
4. The term of the Original Agreement, as amended, has been renewed ten (10) times, and extended once through and including November 5th, 2021.
5. The Senior Center has been closed due to the recent Pandemic (COVID-19) and in order to resume services upon re-opening to the public, the Community Services Department recommends that the City Commission approve this Eleventh Amendment for the one (1) year renewal term which shall commence on November 6th, 2021 and naturally expire on November 5th, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** None. There is no cost to the City; these are volunteer services.

Agenda Request Form Continued (21-0717)

- 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

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

1. The Optimist Club of Pembroke Lakes, Florida, Inc. leases Flamingo Park Fields 1-11 from the City to provide youth recreational and travel baseball and softball programs for residents.
2. On February 6th, 2016, the City entered into a Facility Lease Agreement with the Optimist Club of Pembroke Lakes, Florida, Inc., for an initial nine (9) month period which expired on September 30th, 2017.
3. Section 2.2 of the Original Agreement allows for additional one (1) year renewals, evidenced by a written amendment extending the term thereof.
4. The term of the Original Agreement has been renewed four (4) times extending the term to September 30th, 2021.
5. The Recreation and Cultural Arts Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve the Fifth Amendment extending the term for an additional one (1) year which shall commence on October 1st, 2021 and naturally expire on September 30th, 2022.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Revenue: \$17,085**
- 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

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

1. The Optimist Club of West Pembroke Pines, Inc. leases property from the City to provide youth football and cheerleading, recreational and travel baseball, youth track, and Miracle League Baseball programs for resident.
2. On February 15th, 2017, the City entered into a Facility Use Agreement with the Optimist Club of West Pembroke Pines, Inc., for an initial period which expired on September 30th, 2017.

Agenda Request Form Continued (21-0717)

3. Section 2.2 of the Original Agreement allows for additional one (1) year renewals, evidenced by a written amendment extending the term thereof.

4. The term of the Original Agreement has been renewed four (4) times extending the term to September 30th, 2021.

5. The Recreation and Cultural Arts Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve the Fifth Amendment extending the term for an additional one (1) year which shall commence on October 1st, 2021 and naturally expire on September 30th, 2022.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$21,807.00

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

(F) Pembroke Pines Girls Softball, Inc. - Facility Use Agreement - Renewal

1. Pembroke Pines Girls Softball, Inc. leases Fletcher Park Fields 1-3 from the City to provide travel softball and recreational softball for residents.

2. On January 31st, 2017, the City entered into a Facility Lease Agreement with Pembroke Pines Girls Softball, Inc., for an initial nine (9) month period, which expired on September 30th, 2017.

3. Section 2.2 of the Original Agreement allows for additional one (1) year renewals, evidenced by a written Amendment extending the term thereof.

4. The term of the Original Agreement has been renewed four (4) times extending the term to September 30th, 2021.

5. The Recreation and Cultural Arts Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve this Fifth Amendment extending the term for an additional one (1) year period which shall commence on October 1st, 2021 and naturally expire on September 30th, 2022.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$2,055.00

b) **Amount budgeted for this item in Account No:** 001-000-7001-347225-0000-000-0000

Agenda Request Form Continued (21-0717)

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

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

1. Pembroke Pines Optimist Club, Inc. leases Pines Recreation Park and Maxwell Park from the City to provide Travel Baseball, Recreational Baseball, Tackle Football, Cheerleading, Travel Soccer and Recreational Soccer programs or Residents.
2. On January 31st, 2017, the City entered into a Facility Use Agreement with Pembroke Pines Optimist Club, Inc., for an initial nine (9) month period, which expired on September 30th, 2017.
3. Section 2.2 of the Original Agreement allows for additional one (1) year renewals, evidenced by a written Amendment extending the term thereof.
4. The term of the Original Agreement has been renewed four (4) times extending the term to September 30th, 2021.
5. The Recreation and Cultural Arts Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve the Fifth Amendment for the one (1) year renewal term which shall commence on October 1st, 2021 and naturally expire on September 30th, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$11,089.00
- 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

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

1. West Pines Girls Softball, Inc. leases Silver Lakes South Fields 1-3 from the City to provide Travel Softball and Recreational Softball programs for residents.
2. On February 14th, 2017, the city entered into a Facility Use Agreement with West Pines Girls Softball, Inc., for an initial nine (9) month period, which expired on September 30th, 2017.
3. Section 2.2 of the Original Agreement allows for additional one (1) year renewals, evidenced

Agenda Request Form Continued (21-0717)

by a written Amendment extending the term thereof.

4. The term of the Original Agreement has been renewed four (4) times extending the term to September 30th, 2021.

5. The Recreation and Cultural Arts Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve the Fifth Amendment for the one (1) year renewal term which shall commence on October 1st, 2021 and naturally expire on September 30th, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$10,608.00

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

(I) Airgas USA, LLC. - Purchase of Carbon Dioxide CO-OP - Renewal - Utilities Department

1. On October 7th, 2019, the City Commission approved to enter into a CO-OP Agreement Bid # T-36-19 with Airgas USA, LLC for an initial one (1) year period which expired on October 6th, 2020.

2. The City of Pembroke Pines Utilities Department utilizes Airgas USA, LLC. to provide Carbon Dioxide, Liquid Bulk Delivery.

3. Section I (B) of the Original Agreement allows for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment extending the term thereof.

4. On August 19th, 2020 the City Commission approved the first renewal of the CO-OP Agreement for the purchase of Carbon Dioxide which naturally expires on October 6th, 2021.

5. The Utilities Department is satisfied with the performance and execution of the Original Agreement and recommends the City Commission to approve this Second Renewal for an additional one (1) year renewal term which shall commence on October 7th, 2021 and naturally expire on October 6th, 2022, as allowed by the agreement, contingent to the renewal of the lead agency of Pompano Beach.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$164,468.70 (1,465,200/gallons per year x \$0.11225/per gallon or 732.6

Agenda Request Form Continued (21-0717)

tons/year x \$224.50/per ton)

- b) Amount budgeted for this item in Account No:** \$164,468.70 will be available in FY2021-22 in Account No. 471-533-6031-552430-0000-000-0000 (Operating Chemicals)
- 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

**(J) Hawkins Water Treatment Group, Inc.-Purchase of Hydrofluosilicic Acid
CO-OP-Renewal - Utilities Department**

1. On September 18th, 2019, the City Commission approved CO-OP the Agreement with Hawkins Water Treatment Group, Inc. for the purchase of Hydrofluosilicic Acid on an as needed basis.
2. Hawkins Water Treatment Group, Inc. provides Hydrofluosilicic Acid which the City uses as part of the Water Treatment process conducted at the Water Treatment Plant.
3. The CO-OP Agreement authorizes the renewal of the Original Agreement for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment extending the term thereof.
4. The Utilities Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Renewal for the an additional two (2) year renewal term which shall commence on August 19th, 2021 and naturally expire on August 18, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) Estimated Renewal Cost:** \$8,428 (\$4,214/month x 2 months) for remainder of current FY. The cost is an estimated amount based on an as needed basis.
- b) Amount budgeted for this item in Account No:** \$8,428 is in Account No. 471-533-6031-552430-0000-000-0000 (Operating Chemicals)
- c) Source of funding for difference, if not fully budgeted:** Not Applicable
- d) 3 year projection of the operational cost of the project** This agreement is for a two (2) year period beginning August 19, 2021 and ending August 18, 2023.

	Current FY		FY 2021-22	FY 2022-23
Revenues	N/A	N/A	N/A	
Expenditures	\$8,428.00		\$50,568	\$46,354
Net Cost	\$8,428.00		\$50,568	\$46,354

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

(K) Allied Universal Corp-Purchase of Sodium Hypochlorite CO-OP- Non- Renewal -

Agenda Request Form Continued (21-0717)

Utilities Department

1. On November 29th, 2017, the City approved the purchase of Sodium Hypochlorite on an as needed basis from Allied Universal Corporation, utilizing the CO-OP Bid # 12006-372 which expired on October 2nd, 2019.
2. The City of Pembroke Pines Utilities Department utilizes Allied Universal Corporation for the purchase of Sodium Hypochlorite.
3. Section 1 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The City Commission has since then approved two (2) additional one (1) year renewals which will naturally expire on October 2nd, 2021.
5. The Utilities Department is satisfied with the performance and execution of the Original Agreement but at this time there are no further renewals. The Department will provide a new CO-OP once it is made available.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/2021

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 Mercer Consumer, a service of Mercer Health & Benefits Administration LLC P.O. Box 14521 Des Moines, IA 50306-4521	CONTACT NAME: PHONE (A/C, No, Ext): 800-503-9227 FAX (A/C, No): 515-365-3005 EMAIL ADDRESS: Principal														
INSURED Optimist International Pembroke Pines Optimists C/o Brian 7400 Pines Blvd Pembroke Pines, FL 33024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Philadelphia Indemnity Insurance Co</td> <td></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 : Philadelphia Indemnity Insurance Co		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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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 <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: </div> <div> <input checked="" type="checkbox"/> <input type="checkbox"/> </div> </div>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	PHPK2263324	05/01/2021	05/01/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>EACH OCCURRENCE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td> <td>\$ 100,000</td> </tr> <tr> <td>MED EXP (Any one person)</td> <td>\$ Excluded</td> </tr> <tr> <td>PERSONAL & ADV INJURY</td> <td>\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td>\$ 2,000,000</td> </tr> <tr> <td>PRODUCTS - COMP/OP AGG</td> <td>\$ 2,000,000</td> </tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ Excluded	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>PER STATUTE</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$				
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E.L. DISEASE - POLICY LIMIT	\$																		
A	OTHER Abuse/Molestation	<input checked="" type="checkbox"/>		PHPK 2263324	05/01/2021	05/01/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Each Occurrence</td> <td>\$100,000</td> </tr> <tr> <td>Aggregate</td> <td>\$300,000</td> </tr> </table>	Each Occurrence	\$100,000	Aggregate	\$300,000								
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Effective include City of Pembroke Pines as additional insured: Certificate Holder (CG2011) but only with respects to the named insured's negligence with regards to the Pembroke Pines Optimist Sporting Events event to be held at 7400 Pines Blvd Pembroke Pines, FL 33024 on 05/01/2021 .

CERTIFICATE HOLDER

City of Pembroke Pines
 601 City Center Way
 Pembroke Pines, FL 33024

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

Mark A. Binstock



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
07/28/2020

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PRODUCER M. E. Wilson Company, LLC 300 W. Platt St. Ste 200 Tampa, FL 33606 INSURED Florida Youth Soccer Assn Inc. 2828 Lake Myrtle Park Road Auburndale, FL 33823	CONTACT NAME: Amber Richards PHONE (A/C No. Ext): 813-349-2220 FAX (A/C No): 813-229-2795 E-MAIL ADDRESS: arichards@mewilson.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: EVEREST NATL INS CO</td> <td>10120</td> </tr> <tr> <td>INSURER B: GREAT AMER INS CO</td> <td>16691</td> </tr> <tr> <td>INSURER C: EVEREST IND INS CO</td> <td>10851</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: EVEREST NATL INS CO	10120	INSURER B: GREAT AMER INS CO	16691	INSURER C: EVEREST IND INS CO	10851	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES
CERTIFICATE NUMBER: 59872765

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant Legal <input checked="" type="checkbox"/> \$1M/\$3M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		SI8GL01665201	08/01/20	08/01/21	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			SI8GL01665201	08/01/20	08/01/21	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			SI8EX01394201	08/01/20	08/01/21	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	AD&D			BSRE22302500	08/01/20	08/01/21	Each/Aggregate 10k/100k
B	Participant Accident			BSRE22302500	08/01/20	08/01/21	Medical Exp Limit 50,000
C	Sexual Misconduct Liab			SI8GL01666-201	08/01/20	08/01/21	Each Occ/Aggregate 500k/2m

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

Operations of the Florida Youth Soccer Assn, its teams, leagues & clubs. Coverage applies only to official, sanctioned and approved activities of FYSA. Certificate holder has automatic additional insured status when required direct written contract. This certificate is issued on behalf of: ASPPO PEMBROKE PINES OPTIMIST CLUB, INC. PINES RECREATION CENTER - 7400 PINES BLVD. PEMBROKE PINES FL 33024

SUPERCEDES ALL PRIOR CERTIFICATES ISSUED.

*Sexual Abuse & Molestation is included under the Gen Liab Policy with limits of \$1m each occurrence/\$2m aggregate.

CERTIFICATE HOLDER
CANCELLATION

City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025 <div style="text-align: right;">USA</div>	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
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ACORD 25 (2016/03)

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 tmarshall
59872765

**COMMERCIAL GENERAL LIABILITY
ECG 20 600 05 09**

**THIS ENDORSEMENT CHANGES THE COVERAGE PART. PLEASE READ IT
CAREFULLY.**

**ADDITIONAL INSURED – AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have a written agreement that such person or organization be added as an additional insured on your Coverage Part. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your operations for an additional insured.
- B.** The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C.** The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
1. The Limits of Insurance required by the written agreement between the parties; or
 2. The Limits of Insurance provided by this Coverage Part.
- D.** With respect to the insurance afforded to an additional insured, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.



**CITY OF PEMBROKE PINES
LICENSEE
FACILITY USE AGREEMENT**

THIS IS AN AGREEMENT, dated the 31st day of January, 2017, by and between:

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

and

PEMBROKE PINES OPTIMIST CLUB, INC., a not-for-profit corporation authorized to do business in the State of Florida, with a business address of **7400 Pines Blvd, Pembroke Pines, FL. 33024**, hereinafter referred to as "LICENSEE".

WHEREAS, the CITY owns and/or operates and maintains certain athletic fields and buildings within the city intended for recreational purposes and,

WHEREAS, The CITY desires to enter into a written agreement with LICENSEE to use certain athletic fields and buildings for recreational purposes as set forth herein for the use and benefit of both residents and non-residents of the CITY, and,

W I T N E S S E T H:

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

**ARTICLE 1
PREAMBLE**

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 1/1/17 and terminate on September 30, 2017.

2.2 The Agreement may be renewed for additional one (1) year terms upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof, and approval of the City Commission.



2.3 *Termination for Convenience:* This Agreement may be terminated for convenience by the CITY with the approval of the City Commission. CITY shall give LICENSEE forty five (45) days advance notice of the City Commission meeting at which such request for termination shall be determined.

2.4 *Default by LICENSEE:* 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 thirty (30) days after receipt by LICENSEE of written notice of such neglect or failure.

ARTICLE 3

USE OF PROPERTY

3.1 The CITY agrees to allow the LICENSEE a non-exclusive license for the limited use of the "Property" as defined in Exhibit "A". Use of the Property for any other activity(ies) is subject to prior written approval of the City Manager or his or her designee. Approval shall be at the sole discretion of the City Manager and shall be requested in writing at least thirty (30) days in advance of the date scheduled for the event.

3.2 The parties agree that special events sponsored by the CITY's Department of Recreation and Cultural Arts shall have first priority for use of Property. The Recreation and Cultural Arts Department will notify LICENSEE a minimum of sixty (60) days in advance of all special events.

ARTICLE 4

OBLIGATIONS OF THE LICENSEE

4.1 The LICENSEE shall abide by the following participant ratios:

Recreation Leagues – All Players Collectively:	65% Residents
Travel/Competition Leagues – All Players Collectively:	65% Residents

4.2 LICENSEE shall limit registration to 350 Baseball participants, 300 Football participants, 100 Cheerleading participants, and 500 Soccer 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):

4.3 The LICENSEE shall comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable, including all City Park rules and regulations as they may be modified from time to time.



4.4 The LICENSEE 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.

4.5 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

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

4.7 The LICENSEE agrees that it shall not make, or permit to be made any structural changes or improvements to the aforementioned facilities, except upon written approval of the City. Any changes or improvements approved by the City shall remain as part of the facility and the property of the CITY at the end of the term of this agreement.

4.8 LICENSEE shall comply with Section 34.07 of the City's Code of Ordinances, as may be amended from time to time, requiring background screening through the City's Police Department for all coaches, managers, officials, or volunteers prior to the LICENSEE's use of the Property under this Agreement. LICENSEE shall not allow any coach, manager, official, or volunteer who does not meet the requirements of Section 34.07, as may be amended from time to time, to provide any service under this Agreement. The LICENSEE shall be responsible for the cost of all background screening required pursuant to this section. Any person who is deemed eligible to volunteer ("Covered Individual") by the Police Department will receive a City of Pembroke Pines Volunteer Identification Card.

4.9 LICENSEE must require all coaches, managers, officials, and volunteers associated with the operations of programs or activities for the LICENSEE to wear an official City of Pembroke Pines Volunteer Identification Card while on the Property. Failure to wear the identification card while in direct contact with Program participants, guests or attendees may result in the coach, manager, or volunteer being denied access to participate in the Program. 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".

4.10 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. 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.

4.10.1 The LICENSEE must 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).

4.10.2 LICENSEE shall provide revisions to the calendar to the Director of Recreation and Cultural Arts pursuant to Section 6.8

4.10.3 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.

4.10.4 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".

4.11 The CITY will require field shut down periods during the year for field restoration and renovation. The shut down periods are detailed 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.

4.12 *City Fees:* The City requires the LICENSEE to collect the following fees from all participants for every season:

Registration Fees City Residents:	\$5.00 per participant
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Registration Fees Non City Residents:	\$35.00 per participant
Participation Non-Resident Fee	\$65.00 per participant

All City fees 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.

4.13 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.

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

4.15 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:

4.15.1 First - prior participants in the program:

4.15.2 Second - persons who have not previously participated

4.16 For each sports activity, the LICENSEE shall provide to the Director of Recreation and Cultural Arts a complete list of names, addresses, and phone numbers of the participants, coaches and managers. The list of participants should be provided for each individual recreation and travel 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.

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

4.18 LICENSEEs shall not hang any banners on any park perimeter fencing without approval of the Director of Recreation and Cultural Arts. 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.



4.19 The LICENSEE shall notify the Recreation and Cultural Arts Department of any damage, vandalism, needed repairs or safety issues at their respective parks as soon as possible, not later than the next day.

4.20 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 Property or any other damaged area to its pre-existing condition prior to the damage

4.21 The LICENSEE shall immediately notify the Recreation and Cultural Arts Department of any alcoholic beverages and/or illegal drugs known to be consumed on City property or in City facilities.

4.22 Licensee must develop a parking and transportation plan ("PT Plan") for all programs and activities and must submit the PT Plan to the Director of Recreation and Cultural Arts fifteen (15) days prior to the start of scheduled activities for approval.

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

4.22.2 Parking and parking limits at the Property will be strictly enforced by the CITY; 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 Property.

4.22.3 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.

4.23 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.



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

ARTICLE 5

OBLIGATIONS OF THE CITY

5.1 The City shall provide daily maintenance of the facilities and shall supply adequate utilities for the facilities throughout the regular season, practices, and games, subject to budgetary considerations.

5.2 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

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

5.4 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 a facility as provided herein, when, in the reasonable determination of the City, a 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

5.5 The City may, through the Director of Recreation and Cultural Arts, issue keys to a City recreation 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 LICENSEEs expense.

ARTICLE 6

ORGANIZATIONAL STATUS AND GOVERNING REGULATIONS OF LICENSEE

6.1 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

6.2 The LICENSEE shall have a Board that consists of 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 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.

6.3 LICENSEE should conduct a minimum of two (2) public meetings per year. 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. In addition the LICENSEE shall hold a meeting annually to elect and maintain a governing Board of Directors. 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 14 days following each meeting. The LICENSEE should advise the Recreation and Cultural Arts Director in writing of the names and contact information of the Board of Directors and the dates of all meetings.

6.4 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, i.e. recreational and travel/competitive separately. 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 (2) 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.

6.5 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, i.e. recreational and travel/competitive, 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, as required by Article 7 of the 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.

6.6 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 \$1,000, a minimum of three bids are received.



6.7 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.

6.8 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 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.

6.9 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

6.10 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.

6.11 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.

6.12 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.

6.13 LICENSEE shall have a supervisor on site who thoroughly understands the activities and uses of the Property 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.

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

6.15 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.



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

6.17 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. Exceptions to this requirement may be requested of the Recreation and Cultural Arts Director. Exceptions will only be considered when abiding by this requirement would result in the LICENSEE paying more for goods or services necessary for the operation of their organization.

ARTICLE 7

INDEMNIFICATION AND INSURANCE

7.1 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 by the LICENSEE or its employees, agents, servants, partners principals or subcontractors. 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 and instrumentalities as herein provided.

7.2 LICENSEE shall not commence work under 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.

7.3 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.



7.4 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.

7.5 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.

7.6 REQUIRED INSURANCE

7.6.1 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

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

Policy shall not have an exclusion for athletic participant injury.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.

7.6.2 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



7.9 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.

7.10 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 8

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 9

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 10

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 11

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.

ARTICLE 12

PUBLIC RECORDS

12.1 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:

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



12.1.2 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;

12.1.3 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

12.1.4 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.

12.2 The failure of LICENSEE to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in Section 2.4.

**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
10100 PINES BOULEVARD, 5th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 13
MISCELLANEOUS**

13.1 **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.

13.2 **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.

13.3 **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.

13.4 **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.

13.5 **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.

13.6 **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
	10100 Pines Boulevard
	Pembroke Pines, Florida 33025
	Telephone No. (954) 450-1040
	Facsimile No. (954) 517-8400



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

LICENSEE Brian Weissman, President
Pembroke Pines Optimist Club, Inc.
7400 Pines Blvd
Pembroke Pines, FL 33024
Telephone No: 954-558-8544
E-Mail: pposoccer@yahoo.com

13.7 **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.

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

13.9 **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.

13.10 **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.

13.11 **Entire Agreement and Conflicts:** 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. In the event of a conflict between this Agreement, the RFP and the LICENSEE's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.

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



13.13 **Disputes**. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

13.14 **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.

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

13.16 **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, which provides for the screening of individuals who are vendors or LICENSEES with a Florida public school or district.

**THE REMAINDER OF THIS PAGE
HAS BEEN INTENTIONALLY LEFT BLANK**



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

ATTEST:


MARLENE D. GRAHAM,
CITY CLERK

CITY

BY: 
CHARLES F. DODGE
CITY MANAGER

1/31/17


APPROVED AS TO FORM.


OFFICE OF THE CITY ATTORNEY

LICENSEE

Witnesses:

PEMBROKE PINES OPTIMIST
CLUB, INC.

BY: 
Print Name: Brian Weisman
Title: President

Print Name

Print Name

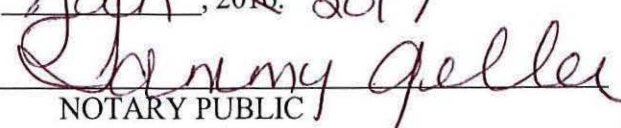
STATE OF _____)

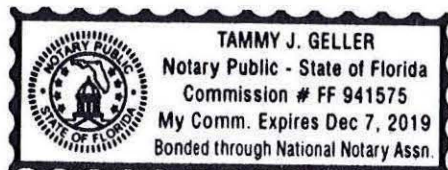
_____) ss:

COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Brian Weisman as President of PEMBROKE PINES OPTIMIST CLUB, INC., a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of PEMBROKE PINES OPTIMIST CLUB, INC. for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 13 day of Jan, 2017


NOTARY PUBLIC



(Name of Notary Typed, Printed or Stamped)



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 Baseball
2. Recreational Baseball
3. Tackle Football
4. Cheerleading
5. Travel Soccer
6. Recreational Soccer

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:

Pines Recreation Park

January 1, 2017 – December 30, 2017. Exceptions will be made for all City activities. Use of the Pines Recreation Center must be scheduled in advance and is not guaranteed. Since the use of this field is granted year round, the LICENSEE must coordinate general field use schedules with the Parks Division a year in advance.

Maxwell Park

February 1, 2017 – June 1, 2017; September 1, 2017 – December 15, 2017;

The travel baseball program will be allowed to use Pines Recreation and Maxwell Park outside the dates indicated above only with the approval of the Recreation and Cultural Arts Director.



Exhibit B
Rate Schedule for Rental of Fields for Tournaments

<u>Baseball/Softball Fields</u>	
\$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

<u>Soccer Fields</u>	
\$20.00	Per Hour per Field
\$40.00	Per Hour per staff member on duty

Note: LICENSEE shall be limited to two tournaments per year



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 others who have access to youth, seniors, and other vulnerable populations in all City-Operated or City-Supervised Programs to undergo a Level 2 background screening pursuant to Section 435.04 of the Florida Statutes and evaluation criteria set forth in the ordinance. The Background Check policy applies to all volunteers regardless of age.

The following steps must be taken to become a volunteer:

- 1.) Contact the Professional Standards Division of the Pembroke Pines Police Department at 954-431-2705 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 Police 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 season. 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 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 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.

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 requested by staff/officials: the volunteer will be asked to provide pertinent information (name, team, sport), the volunteer will be reported to the league they are associated with or to their supervisor, the volunteer will be provided a copy of the City's enforcement policy, and the volunteer will not be allowed to continue to participate in program activities until an ID badge is obtained.

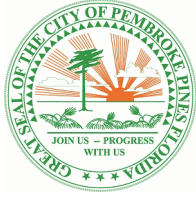
All Youth League Organizations will receive a copy of this enforcement plan and should inform all volunteers of these requirements.

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

Tom Joyce, Youth League Supervisor

(954) 392-2130

tjoyce@ppines.com



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 38.

File ID: 16-0490

Type: Agreements/Contracts

Status: Passed as amended

Version: 0

Agenda Section:

In Control: City Commission

File Created: 12/07/2016

Short Title: Pembroke Pines Optimist Facility Use Agreement

Final Action: 12/14/2016

Title: MOTION TO APPROVE THE FACILITY USE AGREEMENT BETWEEN THE PEMBROKE PINES OPTIMIST CLUB, INC. AND THE CITY OF PEMBROKE PINES.

***Agenda Date:** 12/14/2016

Agenda Number: 38.

Internal Notes:

Attachments: 1. Facility Use Agreement Pembroke Pines Optimist

0	Parks and Recreation Director	12/08/2016	sent for Financial Impact Detail review	Budget
0	Budget	12/08/2016	Reviewed for Financial Impact Detail	Finance Director
0	Finance Director	12/08/2016	Approved as to Financial Impact Form	City Attorney
0	City Attorney	12/08/2016	Reviewed by Legal	Assistant City Manager
0	Assistant City Manager	12/08/2016	sent for approval	Commission Auditor
0	Commission Auditor	12/08/2016	Approved by Commission Auditor	City Manager
0	Assistant City Manager	12/08/2016	sent for approval	City Clerk
0	City Commission	12/14/2016	approve as amended	Pass

Action Text: A motion was made by Commissioner Schwartz, seconded by Commissioner Siple, to approve as amended Amendment to remove language pertaining to the provision that transfers the Pasadena Walnut Creek operation to the Pembroke Pines Optimist. This would be deleted to be consistent with prior action. The motion passed by the following vote:

MOTION TO APPROVE THE FACILITY USE AGREEMENT BETWEEN THE PEMBROKE PINES OPTIMIST CLUB, INC. AND THE CITY OF PEMBROKE PINES.

SUMMARY EXPLANATION AND BACKGROUND:

1. Pembroke Pines Optimist Club (PPO) provides the following programs: a) Recreational and travel baseball, b) Recreational and travel soccer, c) Cheerleading, and d) Tackle and Flag Football. The City currently has an agreement in place with PPO for the use of six fields at Pines Recreation and three fields at Maxwell Park.
2. There is an item on this agenda requesting the City Commission terminate the existing agreement with PPO. If approved, the Administration is requesting the approval of a new revised Facility Use Agreement.
3. This revised Facility Use Agreement was originally presented to the City Commission on October 19, 2016. When originally presented, it was suggested that all seven Youth Organizations sign the same agreement. The discussion from the October 19, 2016 Commission meeting resulted in Administration tailoring each agreement to each Youth Organization.
4. In the proposed agreement, City Administration is recommending to add Walnut Creek Park and Pasadena Lakes Park to the list of facilities that PPO would be allowed to utilize to run their programs. City Administration is not recommending a renewal of the Facility Use Agreement with Pasadena Walnut Creek Optimist Club.
5. The City currently has four (4) optimist baseball programs in the city; three of them east of I-75. The three programs east of I-75 are pulling from the same pool of participants to try and grow their program. Over the past four years the participation numbers for PWCO have dwindled. In the spring of 2013 the program had 292 recreation baseball players. This past Spring (2016) the club only had 75 participants. While the participation numbers at PPO are not extremely high, PPO offers many sports including baseball and can easily absorb the children that are playing for PWCO. This change will provide the City with a East, Central, and West baseball opportunity for all residents.
6. The attached agreement shows the changes that have been made by Administration since the October 19, 2016 meeting. The agreement has been reviewed by Pembroke Pines Pines Optimist Club and they have agreed to the draft being presented to Commission.
7. Request Commission approve the attached Facility Use Agreement between the Pembroke Pines Optimist Club, Inc. and the City of Pembroke Pines.

Item has been reviewed by the Commission Auditor and approved for the Agenda.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** Revenue: \$13,795 in participation fees (Based on 2016 participation)
- b) **Amount budgeted for this item in Account No:** \$6,775 1-347225-7001 Youth Athletic Program; \$7,020 1-347565-7001 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

**FIRST AMENDMENT TO FACILITY USE AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND PEMBROKE PINES OPTIMIST CLUB,
INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT is made and entered into this 10th day of October, 2017, by and between:

CITY OF PEMBROKE PINES, FLORIDA ("CITY"), a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 601 City Center Way, Pembroke Pines, Florida 33025, hereinafter referred to as "CITY";

and

PEMBROKE PINES OPTIMIST CLUB, INC., ("LICENSEE"), a not-for-profit corporation authorized to do business in the State of Florida. CITY and PEMBROKE PINES OPTIMIST CLUB, INC., hereafter collectively referred to as the "Parties".

WITNESSETH

WHEREAS, on October 1st, 2016 the Parties entered into a one-year Facility Use Agreement ("Original Agreement") whereby the CITY granted LICENSEE a non-exclusive license for the use of CITY Property for recreational purposes; and

WHEREAS, the Parties desire to renew the Original Agreement for an additional one (1) year up to and including September 30th, 2018 (the "First Amendment").

WHEREAS, the CITY requires that LICENSEE comply with Section 34.07 of the City's Code of Ordinances, as may be amended from time to time, requiring background screening through the City's Police Department for all coaches, managers, officials, or volunteers prior to the LICENSEE's use of the Property under the First Amendment.

NOW, THEREFORE, for and in consideration of the mutual covenants and other good and valuable consideration, the Parties hereto agree as follows:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.

SECTION 2. CITY and LICENSEE hereby agree the Original Agreement, shall be renewed for an additional one (1) year, up to and including September 30th, 2018.

SECTION 3. LICENSEE shall comply with Section 34.07 of the City's Code of Ordinances, as may be amended from time to time, requiring background screening through the City's Police Department for all coaches, managers, officials, or volunteers prior to the LICENSEE's use of the Property under this Amendment. LICENSEE is required to comply with the background requirements

and adhere to another background check under First Amendment even if it complied under the term of the Original Agreement. LICENSEE shall not allow any coach, manager, official, or volunteer who does not meet the requirements of Section 34.07, as may be amended from time to time, to provide any service under this Agreement. The LICENSEE shall be responsible for the cost of all background screening required pursuant to this section. Any person who is deemed eligible to volunteer ("Covered Individual") by the Police Department will receive a City of Pembroke Pines Volunteer Identification Card.

SECTION 4. Exhibit "A" of the Original Agreement entitled **Use of Property** is hereby amended as follows:

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 Baseball
2. Recreational Baseball
3. Tackle Football
4. Cheerleading
5. Travel Soccer
6. Recreational Soccer

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:

Pines Recreation Park:

October 1, 2017- September 30, 2018. Exceptions will be made for all City activities. Use of the Pines Recreation Center must be scheduled in advance and is not guaranteed. Since the use of this field is granted year round, the LICENSEE must coordinate general field use schedules with the Parks Division a year in advance.

Maxwell Park:

October 1, 2017- December 15, 2017; February 1, 2018- June 1, 2018; August 1, 2018- September 30, 2018.

The baseball program will be allowed to use the Pines Recreation and Maxwell Park outside the dates indicated above only with the approval of the Recreation and Cultural Arts Director.

SECTION 5. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, shall remain in full force and effect, except as specifically modified herein.

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:

BY: Charles F. Dodge
CHARLES F. DODGE, CITY MANAGER

Marlene Graham 10/10/17
MARLENE GRAHAM, CITY CLERK

APPROVED AS TO FORM: Julie K. Blah 10/9/17
OFFICE OF THE CITY ATTORNEY

LICENSEE:

Pembroke Pines Optimist Club, INC.

BY: Brian Weisman
PRINT NAME: Brian Weisman
TITLE: President

WITNESSES:
Lynn Adorno
Lynn Adorno
Print Name
Engrid Zovluch
Engrid Zovluch
Print Name

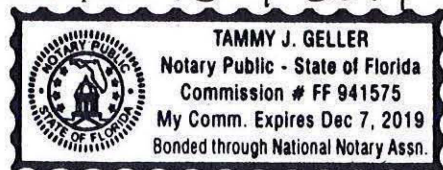
BY: _____
PRINT NAME: _____
TITLE: _____

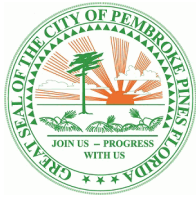
STATE OF FLORIDA
COUNTY OF BROWARD

ON THIS 29 day of September, 2017, before me, the undersigned notary public, personally appeared Brian Weisman President of Pembroke Pines Optimist Club, INC. personally known to me or who has produced n/a as identification, and is the person who subscribed to the foregoing instrument and who acknowledged that (s)he executed the same on behalf of said corporation and that (s)he was duly authorized to do so.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 29 day of Sept., 2017.

Tammy J. Geller
NOTARY PUBLIC
Print or Type Name Tammy J. Geller
My Commission Expires: 12-7-2019





City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 19.

File ID: 17-0335

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 05/30/2017

Short Title: June 2017 Contract Database Report

Final Action: 06/07/2017

Title: MOTION TO APPROVE THE DEPARTMENTS' RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE JUNE 2017 CONTRACT DATABASE REPORT:

[ITEM 19(A) HAS BEEN REMOVED FROM THE AGENDA BY ADMINISTRATION, AND WILL BE CONSIDERED IN A FUTURE MEETING]

(A) WASTE PRO OF FLORIDA, INC. - SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES

(B) OPTIMIST CLUB OF PEMBROKE LAKES FLORIDA, INC. - FACILITY USE AGREEMENT

(C) OPTIMIST CLUB OF WEST PEMBROKE PINES, INC. - FACILITY USE AGREEMENT

(D) PASADENA LAKES WALNUT CREEK OPTIMIST CLUB, INC. - FACILITY USE AGREEMENT

(E) PEMBROKE PINES GIRLS SOFTBALL, INC. - FACILITY USE AGREEMENT

(F) PEMBROKE PINES PEMBROKE PINES OPTIMIST CLUB, INC. - FACILITY USE AGREEMENT

(G) WEST PINES GIRLS SOFTBALL, INC. - FACILITY USE AGREEMENT

(H) WEST PINES UNITED FUTBOL CLUB, INC. - FACILITY USE AGREEMENT

***Agenda Date:** 06/07/2017

Agenda Number: 19.

Internal Notes: Attachment #1 updated 6/8/2017.

Attachments: 1. Contract Database Report 2017-06, 2. Waste Pro Revenue Detail (June 2013 - May 2017), 3. Optimist Revenue 2016-2017, 5. B. Optimist Club of Pembroke Lakes Florida, Inc., 6. C. Optimist Club of West Pembroke Pines, Inc., 7. D. Pasadena Lakes Walnut Creek Optimist Club, Inc., 8. E. Pembroke Pines Girls Softball, Inc., 9. F. Pembroke Pines Optimist Club, Inc., 10. G. West Pines Girls Softball, Inc., 11. H. West Pines United Futbol Club, Inc.

- | | | | | |
|---|---------------------|--|------------------|------|
| 1 | City Commission | 06/07/2017 | approve | Pass |
| | Action Text: | A motion was made by Vice Mayor Castillo, seconded by Commissioner Shechter, to approve sections (B), (C), (D), (E), (F), (G), (H) of Item 19. The motion carried by the following vote: | | |
| 1 | City Commission | 06/07/2017 | No Action Taken. | |
| | Action Text: | Commissioner Schwartz made an amendment to the main motion to defer section (D) until the second meeting in June 2017. The motion died for lack of a second. | | |
| 1 | City Commission | 06/07/2017 | No Action Taken. | |
| | Action Text: | Commissioner Schwartz made a substitute motion to defer. The motion died for lack of a second. | | |
-

MOTION TO APPROVE THE DEPARTMENTS' RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE JUNE 2017 CONTRACT DATABASE REPORT:

[ITEM 19(A) HAS BEEN REMOVED FROM THE AGENDA BY ADMINISTRATION, AND WILL BE CONSIDERED IN A FUTURE MEETING]

(A) WASTE PRO OF FLORIDA, INC. - SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES

(B) OPTIMIST CLUB OF PEMBROKE LAKES FLORIDA, INC. - FACILITY USE AGREEMENT

(C) OPTIMIST CLUB OF WEST PEMBROKE PINES, INC. - FACILITY USE AGREEMENT

(D) PASADENA LAKES WALNUT CREEK OPTIMIST CLUB, INC. - FACILITY USE AGREEMENT

(E) PEMBROKE PINES GIRLS SOFTBALL, INC. - FACILITY USE AGREEMENT

(F) PEMBROKE PINES PEMBROKE PINES OPTIMIST CLUB, INC. - FACILITY USE AGREEMENT

(G) WEST PINES GIRLS SOFTBALL, INC. - FACILITY USE AGREEMENT

(H) WEST PINES UNITED FUTBOL CLUB, INC. - FACILITY USE AGREEMENT

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 items shown below are on the June 2017 Contract Database Report. Please note that there were no items on the May 2017 Contract Database Report.

(A) WASTE PRO OF FLORIDA, INC. - SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES

1. On March 26, 2013, the City signed the Agreement with Waste Pro of Florida, Inc. for an initial five year agreement commencing on June 1, 2013 and ending on May 31, 2018 for solid waste and recycling collection and disposal service.

2. Please note that the exhibits to the agreement, which include the RFP, the Contractor's Response, the Bulk Schedule and the Household Hazardous Waste Collection Plan have not been attached to this agenda item as it is over 500 pages. However, if needed, Administration can provide these documents digitally.

3. Pursuant to section 3.2 of the agreement, the term of this Agreement may be extended for up to two (2) additional two (2) year terms, subject to the execution of a written amendment to this Agreement signed by both parties.

4. Based on the 90 day requirement, this Agreement would need to be presented to Commission by March 2, 2018, however it is being presented to Commission earlier to provide ample time for the Procurement Division to procure a new contract, if needed.

5. The Utilities Division recommends for the City to make a formal solicitation to procure a new contract for services, in lieu of renewing the existing Agreement.

(B) OPTIMIST CLUB OF PEMBROKE LAKES FLORIDA, INC. - FACILITY USE AGREEMENT

1. The Agreement with the Optimist Club of Pembroke Lakes Florida, Inc. is in it's initial term which expires on September 30, 2017.

2. The Agreement grants the Optimist Club of Pembroke Lakes, Inc. a non-exclusive license for the use of Flamingo Park Fields 1-11 for the following uses permitted pursuant to the Agreement:

- Travel Baseball
- Recreation Baseball
- Travel Softball
- Recreation Softball

3. Pursuant to section 2.2 of the agreement, the term of this Agreement may be renewed for additional one (1) year terms upon mutual consent, evidenced by a written Amendment to this

Agreement extending the term thereof, and approval of the City Commission.

4. Based on the 90 day requirement, this Agreement would need to be presented to Commission by July 2, 2017.

5. The Recreation Department recommends that the City renew this Agreement for an additional one (1) year term, commencing on October 1, 2017 and expiring on September 30, 2018, as allowed by the Agreement.

(C) OPTIMIST CLUB OF WEST PEMBROKE PINES, INC. - FACILITY USE AGREEMENT

1. The Agreement with the Optimist Club of West Pembroke Pines, Inc. is in it's initial term which expires on September 30, 2017.

2. The Agreement grants the Optimist Club of West Pembroke Pines, Inc. a non-exclusive license for the use of Price Park Miracle Field, Chapel Trail Park Fields 1-4, Pembroke Shores Park, Spring Valley Hockey Rinks, Silver Trail Middle School, Flanagan High School Stadium, Towngate Park and WCY Athletic Fields for the following uses permitted pursuant to the Agreement:

- Tackle Football
- Cheerleading
- Flag Football
- Miracle League
- Track & Field
- Lacrosse
- Rugby
- Recreation Baseball
- Travel Baseball
- Hockey

3. Pursuant to section 2.2 of the agreement, the term of this Agreement may be renewed for additional one (1) year terms upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof, and approval of the City Commission.

4. Based on the 90 day requirement, this Agreement would need to be presented to Commission by July 2, 2017.

5. The Recreation Department recommends that the City renew this Agreement for an additional one (1) year term, commencing on October 1, 2017 and expiring on September 30, 2018, as allowed by the Agreement.

(D) PASADENA LAKES WALNUT CREEK OPTIMIST CLUB, INC. - FACILITY USE AGREEMENT

1. The Agreement with the Pasadena Lakes Walnut Creek Optimist Club, Inc. is in it's initial term which expires on September 30, 2017.

2. The Agreement grants the Pasadena Lakes Walnut Creek Optimist Club, Inc. a non-exclusive license for the use of Pasadena Park Fields 1-3 and Walnut Creek Fields 1-3 for the following uses permitted pursuant to the Agreement:

- Travel Baseball
- Recreational Baseball

3. Pursuant to section 2.2 of the agreement, the term of this Agreement may be renewed for additional one (1) year terms upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof, and approval of the City Commission.

4. Based on the 90 day requirement, this Agreement would need to be presented to Commission by July 2, 2017.

5. The Recreation Department does not recommend for this agreement to be renewed. City Administration will have an item on the August 2, 2017, Commission meeting recommending termination for convenience per section 2.3 of the Facility Use Agreement. As part of the August 2nd Agenda item, Administration will present a plan for recreation activities at Pasadena Lakes Park and Walnut Creek Park.

(E) PEMBROKE PINES GIRLS SOFTBALL, INC. - FACILITY USE AGREEMENT

1. The Agreement with the Pembroke Pines Girls Softball, Inc. is in it's initial term which expires on September 30, 2017.

2. The Agreement grants Pembroke Pines Girls Softball, Inc. a non-exclusive license for the use of Fletcher Park Fields 1-3 for the following uses permitted pursuant to the Agreement:

- Travel Softball
- Recreational Softball

3. Pursuant to section 2.2 of the agreement, the term of this Agreement may be renewed for additional one (1) year terms upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof, and approval of the City Commission.

4. Based on the 90 day requirement, this Agreement would need to be presented to Commission by July 2, 2017.

5. The Recreation Department recommends that the City renew this Agreement for an additional one (1) year term, commencing on October 1, 2017 and expiring on September 30, 2018, as allowed by the Agreement.

(F) PEMBROKE PINES OPTIMIST CLUB, INC. - FACILITY USE AGREEMENT

1. The Agreement with the Pembroke Pines Optimist Club, Inc. is in it's initial term which expires on September 30, 2017.

2. The Agreement grants the Pembroke Pines Optimist Club, Inc. a non-exclusive license for the use of Pines Recreation Park and Maxwell Park for the following uses permitted pursuant to the Agreement:

- Travel Baseball
- Recreational Baseball
- Tackle Football
- Cheerleading
- Travel Soccer
- Recreational Soccer

3. Pursuant to section 2.2 of the agreement, the term of this Agreement may be renewed for additional one (1) year terms upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof, and approval of the City Commission.

4. Based on the 90 day requirement, this Agreement would need to be presented to Commission by July 2, 2017.

5. The Recreation Department recommends that the City renew this Agreement for an additional one (1) year term, commencing on October 1, 2017 and expiring on September 30, 2018, as allowed by the Agreement.

(G) WEST PINES GIRLS SOFTBALL, INC. - FACILITY USE AGREEMENT

1. The Agreement with the West Pines Girls Softball, Inc. is in it's initial term which expires on September 30, 2017.

2. The Agreement grants the West Pines Girls Softball, Inc. a non-exclusive license for the use of Silver Lakes South Park Fields 1 - 3 for the following uses permitted pursuant to the Agreement:

- Travel Softball
- Recreational Softball

3. Pursuant to section 2.2 of the agreement, the term of this Agreement may be renewed for additional one (1) year terms upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof, and approval of the City Commission.

4. Based on the 90 day requirement, this Agreement would need to be presented to Commission by July 2, 2017.

5. The Recreation Department recommends that the City renew this Agreement for an additional one (1) year term, commencing on October 1, 2017 and expiring on September 30, 2018, as allowed by the Agreement.

(H) WEST PINES UNITED FUTBOL CLUB, INC. - FACILITY USE AGREEMENT

1. The Agreement with the West Pines United Futbol Club, Inc. is in it's initial term which

expires on September 30, 2017.

2. The Agreement grants the West Pines United Futbol Club, Inc. a non-exclusive license for the use of West Pines Soccer Park Fields 3 & 4, Silver Lakes North Fields 1 & 2, Towngate Park Soccer/Football Field, and WCY Athletic Center Soccer/Football Field for the following uses permitted pursuant to the Agreement:

- Travel Soccer

3. Pursuant to section 2.2 of the agreement, the term of this Agreement may be renewed for additional one (1) year terms upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof, and approval of the City Commission.

4. Based on the 90 day requirement, this Agreement would need to be presented to Commission by July 2, 2017.

5. The Recreation Department recommends that the City renew this Agreement for an additional one (1) year term, commencing on October 1, 2017 and expiring on September 30, 2018, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

Please see the attached Contract Database Report for the amount of revenues and/or expenditures for each specific agreement.



**SECOND AMENDMENT TO FACILITY USE AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
PEMBROKE PINES OPTIMIST CLUB, INC.**

THIS AGREEMENT, dated this 27th day of November 2018, 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

PEMBROKE PINES OPTIMIST CLUB, INC., a not for profit Corporation authorized to do business in the State of Florida, with a business address of **7400 Pines Blvd, Pembroke Pines, FL 33024** hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

WHEREAS, on **January 31, 2017**, the CITY and CONTRACTOR entered into the Original Agreement for **Facility Use Agreement** for a **nine (9) month** period, which expired on **September 30, 2017**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement for additional one (1) year terms upon mutual consent, evidenced by a written Amendment; and,

WHEREAS, on **October 10, 2017**, the Parties executed the First Amendment to the Original Agreement which amended Exhibit A and changed the dates for field usage at Pines Recreation Park and Maxwell Park; and,

WHEREAS, the First Amendment also renewed the Original Agreement which extended the term till **September 30, 2018**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to renew the terms of their contractual relationship as set forth herein; and,

WHEREAS, the Parties desire to Amend "**Exhibit A**" entitled **Use of Property**, which would allow for change of field usage dates at Pines Recreation Park and Maxwell Park; and,

WHEREAS, the Parties also specifically seek to execute the **second one (1) year renewal** option and amend the Agreement in accordance with the terms and conditions set forth herein.

WITNESSETH



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 follows:

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 the **second one (1) year renewal** period commencing on **October 1, 2018** and terminating on **September 30, 2019**.

SECTION 3. Exhibit "A" of the Original Agreement entitled **Use of Property** is hereby amended as follows:

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 Baseball
2. Recreational Baseball
3. Tackle Football
4. Cheerleading
5. Travel Soccer
6. Recreational Soccer

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:

Pines Recreation Park:

October 1, 2018- September 30, 2019. Exceptions will be made for all City activities. Use of the Pines Recreation Center must be scheduled in advance and is not guaranteed. Since the use of this field is granted year round, the LICENSEE must coordinate general field use schedules with the Parks Division a year in advance.

Maxwell Park:

October 1, 2018- November 30, 2018; February 1, 2019- May 19, 2019; August 1, 2019- September 30, 2019.

The baseball program will be allowed to use the Pines Recreation and Maxwell Park outside the dates indicated above only with the approval of the Recreation and Cultural Arts Director.

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this amendment shall control to the extent of any such conflict or



ambiguity.

SECTION 5. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, and this Second Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 6. Each Exhibit referred to in the Original Agreement, except as repealed herein, 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.

**THE REMAINDER OF THIS PAGE
HAS BEEN INTENTIONALLY LEFT BLANK**



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

ATTEST:

CITY:

CITY OF PEMBROKE PINES


MARLENE D. GRAHAM,
CITY CLERK

BY:


CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM


OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

PEMBROKE PINES OPTIMIST CLUB, INC.

BY:

Print Name:


BRIAN WEISMAN

Title:

PRESIDENT

WITNESSES

Print Name

Print Name

STATE OF

Florida

COUNTY OF

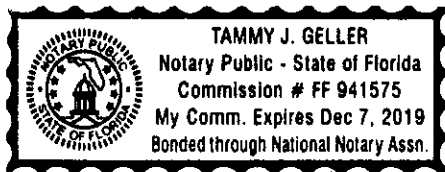
Broward) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Brian Weisman President of **PEMBROKE PINES OPTIMIST CLUB, INC.**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **PEMBROKE PINES OPTIMIST CLUB, INC.**, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 11 day of October, 2018.



City of Pembroke Pines



Tammy J. Geller
NOTARY PUBLIC

Tammy S. Geller
(Name of Notary Typed, Printed or Stamped)



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 8.

File ID: 18-0642

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 06/12/2018

Short Title: Contract Database Report

Final Action: 06/20/2018

Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEM LISTED ON THE CONTRACT DATABASE REPORT:

- (A) DR. STEVEN H. KATZ, MD, FACEP, EMT - MEDICAL DIRECTOR (INTERIM)
- (B) CITY OF HOLLYWOOD - LEASE OF FIRE STATION 33
- (C) OPTIMIST CLUB OF PEMBROKE LAKES FLORIDA, INC. - FACILITY USE AGREEMENT
- (D) PEMBROKE PINES GIRLS SOFTBALL, INC. - FACILITY USE AGREEMENT
- (E) PEMBROKE PINES OPTIMIST CLUB, INC. - FACILITY USE AGREEMENT
- (F) WEST PINES GIRLS SOFTBALL, INC. - FACILITY USE AGREEMENT

***Agenda Date:** 06/20/2018

Agenda Number: 8.

Internal Notes:

Attachments: 1. Contract Database Report, 2. Dr. Steven H. Katz - Medical Director Interim (ALL BACKUP), 3. City of Hollywood - Lease of Fire Station 33 (ALL BACKUP), 4. Optimist Club of Pembroke Lakes Florida - Facility Use Agreement (ALL BACKUP), 5. Pembroke Pines Girls Softball, Inc. - Agreement (ALL BACKUP), 6. Pembroke Pines Optimist Club, Inc. - Facility Use Agreement (ALL BACKUP), 7. West Pines Girls Softball - Facility Use Agreement (ALL BACKUP), 8. Optimist Fees FY 2017-2018

1 City Commission 06/20/2018 approve

Pass

Action Text: A motion was made to approve on the Consent Agenda

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEM LISTED ON THE CONTRACT DATABASE REPORT:

- (A) DR. STEVEN H. KATZ, MD, FACEP, EMT - MEDICAL DIRECTOR (INTERIM)
- (B) CITY OF HOLLYWOOD - LEASE OF FIRE STATION 33

- (C) OPTIMIST CLUB OF PEMBROKE LAKES FLORIDA, INC. - FACILITY USE AGREEMENT
- (D) PEMBROKE PINES GIRLS SOFTBALL, INC. - FACILITY USE AGREEMENT
- (E) PEMBROKE PINES OPTIMIST CLUB, INC. - FACILITY USE AGREEMENT
- (F) WEST PINES GIRLS SOFTBALL, INC. - FACILITY USE AGREEMENT

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 June 2018 Contract Database Report, and based on the 90 day requirement, these Agreements are being presented to Commission for approval.

(A) Dr. Steven H. Katz, MD, FACEP, EMT - Medical Director (Interim)

1. On June 19, 2013, the City Commission approved to enter into an Interim Medical Director Agreement with Dr. Steven H. Katz, MD, FACEP, EMT in the event that the current Medical Director can no longer provide that service.
2. Pursuant to Section 2 of the agreement, the City employs the Interim Medical Director for a one month period commencing on the date of revocation of the current Medical Director's license, whereby execution of this agreement shall be performed as soon as possible thereafter by the parties. After the first month period, this agreement shall automatically renew for subsequent one month terms unless terminated.
3. To date, the agreement has had one (1) amendment, which amended Section 12 of the Original Agreement. The amendment includes a 5% pay increase to the Interim Medical Director in the event their services are needed.
4. This agreement would not need to be brought to Commission for review; however, it is being presented because it coincides with the Medical Director's Agreement that was approved for renewal on the June 6, 2018 commission meeting.
5. The Fire Department recommends that the City continues to utilize Steven H. Katz as the Interim Medical Director.

(B) City of Hollywood - Lease of Fire Station 33

1. On November 12, 2015, the City Commission approved to enter into a License to Use Agreement with the City of Hollywood for an approximate two (2) year period commencing December 23, 2015 and expiring October 1, 2017.

2. This License to Use Agreement is for the City of Hollywood to utilize Fire Station 33 to continue to provide service to the residents located in the west part of their City.
3. Pursuant to Section 3 of the Original Agreement, the agreement may be renewed by the City, at the discretion of the City Manager, for successive one (1) year periods.
4. The Fire Department recommends that the City amend the agreement for an additional one (1) year renewal term, commencing on October 1, 2018 and expiring September 30, 2019, as allowed by the agreement.

(C) Optimist Club of Pembroke Lakes Florida - Facility Use Agreement

1. On December 14, 2016, the City Commission approved to enter a Facility Use Agreement with The Optimist Club of Pembroke Lakes Florida, Inc. for an approximate nine (9) month period commencing January 1, 2017 and expiring September 30, 2017.
2. This Facility Use Agreement grants the Optimist Club of Pembroke Lakes, Inc. a non-exclusive license for the use of Flamingo Park Fields 1-11 for Travel Baseball, Recreation Baseball, Travel Softball and Recreation Softball.
3. Pursuant to Section 2.2 of the Original Agreement, the agreement may be renewed for additional one (1) year terms upon mutual consent, evidenced by a written amendment.
4. To date, the agreement has had one (1) amendment, which included a one (1) year renewal that extended the term of the agreement to September 30, 2018.
5. The First Amendment also included the addition Walnut Creek Park Fields 1-3 from January 15, 2018 - May 15, 2018.
6. The Recreation and Cultural Arts Department recommends that the City amend the agreement for an additional one (1) year term, commencing on October 1, 2018 and expiring on September 30, 2019, as allowed by the Agreement.

(D) Pembroke Pines Girls Softball, Inc. - Facility Use Agreement

1. On December 14, 2016, the City Commission approved to enter into a Facility Use Agreement with Pembroke Pines Girls Softball, Inc. for an approximate nine (9) month period commencing on January 1, 2017 and expiring on September 30, 2017.
2. This Facility Use Agreement grants Pembroke Pines Girls Softball, Inc. a non-inclusive license for the use of Fletcher Park Fields 1-3 for Travel Softball and Recreational Softball.
3. Pursuant to Section 2.2 of the Original Agreement, the agreement may be renewed for additional one (1) year terms upon mutual consent, evidenced by a written Amendment.
4. To date, the agreement has had one (1) amendment, which included a one (1) year renewal

that extended the term of the agreement to September 30, 2018.

5. The Recreation and Cultural Arts Department recommends that the City amend the agreement for an additional one (1) year term, commencing on October 1, 2018 and expiring on September 30, 2019, as allowed by the Agreement.

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

1. On December 14, 2016, the City Commission approved to enter into a Facility Use Agreement with Pembroke Pines Optimist Club, Inc. for an approximate nine (9) month period commencing on January 1, 2017, and expiring on September 30, 2017.

2. This Facility Use Agreement grants the Pembroke Pines Optimist Club, Inc. a non-exclusive license for the use of Pines Recreation Park and Maxwell Park for Travel Baseball, Recreational Baseball, Tackle Football, Cheerleading, Travel Soccer and Recreational Soccer.

3. Pursuant to Section 2.2 of the Original Agreement, the agreement may be renewed for additional one (1) year terms upon mutual consent, evidenced by a written Amendment.

4. To date, the agreement has had one (1) amendment, which included a one (1) year renewal that extended the term of the agreement to September 30, 2018.

5. The Recreation and Cultural Arts Department recommends that the City amend the agreement for an additional one (1) year term, commencing on October 1, 2018 and expiring on September 30, 2019, as allowed by the Agreement.

(F) West Pines Girls Softball, Inc. - Facility Use Agreement

1. On December 14, 2016, the City Commission approved to enter into a Facility Use Agreement with West Pines Girls Softball, Inc. for an approximate nine (9) month period commencing on January 1, 2017, and expiring on September 30, 2017.

2. This Facility Use Agreement grants the West Pines Girls Softball, Inc. a non-exclusive license for the use of Silver Lakes South Fields 1-3 for Travel Softball and Recreational Softball.

3. Pursuant to Section 2.2 of the Original Agreement, the agreement may be renewed for additional one (1) year terms upon mutual consent, evidenced by a written Amendment.

4. To date, the agreement has had one (1) amendment, which included a one (1) year renewal that extended the term of the agreement to September 30, 2018.

5. The Recreation and Cultural Arts Department recommends that the City amend the agreement for an additional one (1) year term, commencing on October 1, 2018 and expiring on September 30, 2019, as allowed by the Agreement.



**THIRD AMENDMENT TO FACILITY USE AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
PEMBROKE PINES OPTIMIST CLUB, INC.**

THIS AGREEMENT ("Agreement"), dated this 18 day of September 2019, 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

PEMBROKE PINES OPTIMIST CLUB, INC., a not for profit, corporation authorized to do business in the State of Florida, with a business address of **7400 Pines Blvd. Pembroke Pines, FL 33024**, hereinafter referred to as "LICENSEE". "CITY" and "LICENSEE" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **January 31, 2017**, the CITY and LICENSEE entered into a Facility use Agreement ("Original Agreement") for a **nine (9) month period**, which expired on **September 30, 2017**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement at the expiration of the initial term, for additional one (1) year terms evidenced by a written amendment; and,

WHEREAS, on **October 10, 2017**, the Parties executed the First Amendment to the Original Agreement, to amend **Exhibit "A"** to allow for change of the field usage dates at Pines Recreation Park and Maxwell Park, and to renew the Original Agreement for an additional **one (1) year** term expiring on **September 30, 2018**; and,

WHEREAS, on **November 7, 2018**, the Parties executed the Second Amendment to the Original Agreement, as amended, to renew the Original Agreement for an additional **one (1) year** term ending on **September 30, 2019** and to amend **Exhibit "A"** to allow for change of the field usage dates at the Pines Recreation Park and Maxwell Park; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to amend the Original Agreement and renew the terms of their contractual relationship as set forth herein; and,

WHEREAS, the Parties desire to amend **Exhibit "A"** of the Original Agreement, as amended, to allow for change of the field usage dates; and,

WHEREAS, the Parties further desire to amend the Original Agreement, as amended, to update



the Public Records Provision; and,

WHEREAS, the Parties further desire to execute the third **one (1) year renewal** option and amend the Original Agreement, as amended, in accordance with the terms and conditions set forth herein.

WITNESSETH

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 follows:

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

SECTION 2. **Exhibit "A"** of the Original Agreement entitled **Use of Property** is hereby amended as follows:

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 Baseball
2. Recreational Baseball
3. Tackle Football
4. Cheerleading
5. Travel Soccer
6. Recreational Soccer

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:

Pines Recreation Park:

October 1, 2019- September 30, 2020. *Exceptions will be made/or all City activities. Use of the Pines Recreation Center must be scheduled in advance and is not guaranteed since the use of this field is granted year round, the LICENSEE must coordinate general field use schedules with the Parks Division a year in advance.*

Maxwell Park:

October 1, 2019- November 30, 2019; February 1, 2020- May 19, 2020; August 1, 2020- September 30, 2020.

The baseball program will be allowed to use the Pines Recreation and Maxwell Park outside the dates indicated above only with the approval of the Recreation and Cultural Arts Director.

SECTION 3. In order for the CITY to comply with Chapter 119 of the Florida Statutes,



Article 12 entitled “**Public Records**” is hereby repealed and replaced as follows:

12.1 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:

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

12.1.2 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, Florida Statutes, or as otherwise provided by law;

12.1.3 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 Agreement term and, following completion of the Agreement, 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

12.1.4 Upon completion of the Agreement, 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.

12.2 The failure of LICENSEE to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

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

SECTION 4. The Original Agreement, as amended, is hereby renewed for the **third one (1) year** renewal period commencing on **October 1, 2019** and terminating on **September 30, 2020**.

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, the Second Amendment, the First Amendment, and the



Original Agreement, as amended, the terms and provisions of this Third 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, as amended by this Third Amendment, the Second Amendment, the First Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 7. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, 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.

THE REMAINDER OF THIS PAGE

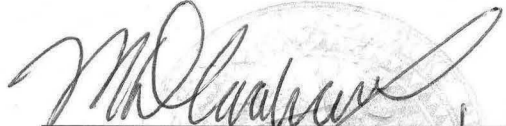
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City of Pembroke Pines

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

ATTEST:

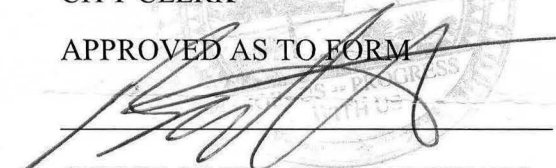

MARLENE D. GRAHAM, 10/30/19
CITY CLERK

CITY:

CITY OF PEMBROKE PINES

BY: 
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM


OFFICE OF THE CITY ATTORNEY
Brian Sherman

WITNESSES

Print Name

LICENSEE:

PEMBROKE PINES OPTIMIST CLUB, INC.

BY: 

Print Name: Brian Weisman

Title: President

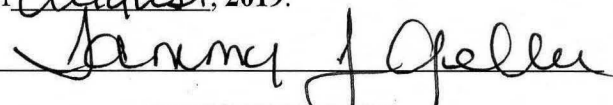
Print Name

STATE OF Florida

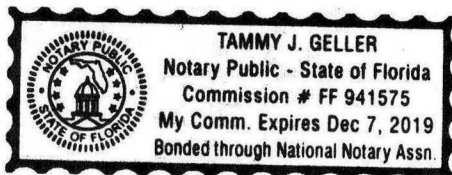
COUNTY OF Broward SS:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Brian Weisman as President of **PEMBROKE PINES OPTIMIST CLUB, INC.**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **PEMBROKE PINES OPTIMIST CLUB, INC.**, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

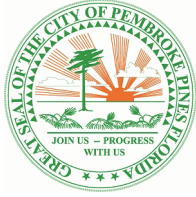
IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 28 day of August, 2019.


NOTARY PUBLIC

Tammy J. Geller
(Name of Notary Typed, Printed or Stamped)



{00299841.1 1956-7601851}



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 11.

File ID: 19-1054

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 08/26/2019

Short Title: Contracts Database Report-September 2019

Final Action: 09/18/2019

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

(A) Optimist Club of Pembroke Lakes, Florida, Inc. - Facility Use Agreement

(B) Optimist Club of West Pembroke Pines, Inc. - Facility Use Agreement

(C) Pembroke Pines Girls Softball, Inc. - Facility Use Agreement

(D) Pembroke Pines Optimist Club, Inc. - Facility Use Agreement

(E) West Pines Girls Softball, Inc. - Facility Use Agreement

***Agenda Date:** 09/18/2019

Agenda Number: 11.

Internal Notes:

Attachments: 1. Contract Database Report - September 18, 2019, 2. Optimist Club of Pembroke Lakes (PLO) (3rd Amendment & All Backup), 3. Optimist Club of West Pembroke Pines (WPPO) (3rd Amendment & All Backup), 4. Pembroke Pines Girls Softball (PPGS) (3rd Amendment & All Backup), 5. Pembroke Pines Optimist Club (PPO) (3rd Amendment & All Backup), 6. West Pines Girls Softball (WPGS) (3rd Amendment & All Backup)

1 City Commission 09/18/2019 approve

Pass

Action Text: A motion was made to approve on the Consent Agenda

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

(A) Optimist Club of Pembroke Lakes, Florida, Inc. - Facility Use Agreement

(B) Optimist Club of West Pembroke Pines, Inc. - Facility Use Agreement

(C) Pembroke Pines Girls Softball, Inc. - Facility Use Agreement

(D) Pembroke Pines Optimist Club, Inc. - Facility Use Agreement

(E) West Pines Girls Softball, Inc. - Facility Use Agreement

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) Optimist Club of Pembroke Lakes, Florida, Inc. - Facility Use Agreement

1. The Optimist Club of Pembroke Lakes, Florida, Inc. leases Flamingo Park Fields 1-11 from the City to provide youth recreational and travel baseball and softball programs for residents.
2. On February 6, 2016, the City entered into a Facility Lease Agreement with the Optimist Club of Pembroke Lakes, Florida, Inc., for an initial nine (9) month period, expiring September 30, 2017.
3. Section 2.2 of the Original Agreement allows for additional one (1) year renewals, evidenced by a written Amendment.
4. On January 23, 2018 the City executed the First Amendment to renew the terms for an additional year, as allowed by the agreement, and amended Exhibit "A" to grant the LICENSEE with a non-exclusive license for the use of the Property to allow for change of the field usage dates.
5. On February 6, 2019 the City executed the Second Amendment to renew the terms for an additional one (1) year term commencing on October 1, 2018 and terminating on September 30, 2019.
6. The Recreation and Cultural Arts Department recommends that the City Commission approve the Third Amendment for the second one (1) year renewal term commencing on October 1, 2019 and terminating on September 30, 2020, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** None
- b) **Amount budgeted for this item in Account No:** 1-347225-7001 and 1-347565-7001.
- 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

		Year 1	Year 2	Year 3	Year 4	Year 5
Revenues	\$26,285.00	\$.00	\$.00	\$.00	\$.00	
Expenditures	\$.00	\$.00	\$.00	\$.00	\$.00	
Net Cost	\$.00	\$.00	\$.00	\$.00	\$.00	

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

SUMMARY EXPLANATION AND BACKGROUND**(B) Optimist Club of West Pembroke Pines, Inc. - Facility Use Agreement**

1. The Optimist Club of West Pembroke Pines, Inc. leases property from the City to provide youth football and cheerleading, recreational and travel baseball, youth track, and Miracle League Baseball programs for residents.
2. On February 15, 2017, the City entered into a Facility Lease Agreement with the Optimist Club of West Pembroke Pines, Inc., for an initial nine (9) month period, expiring September 30, 2017.
3. Section 2.2 of the Original Agreement allows for additional one (1) year renewals, evidenced by a written Amendment.
4. On April 16, 2018 the City executed the First Amendment to renew the terms for an additional year, as allowed by the agreement and amended Exhibit "A" to grant the LICENSEE with a non-exclusive license for the use of the Property and to allow for change of the field usage dates.
5. On April 18, 2018 the City executed the Second Amendment to renew the terms for an additional one (1) year term commencing on October 1, 2018 and terminating on September 30, 2019, as allowed by the agreement, and amended Exhibit "A" by replacing the locations of Chapel Trail Park and Silver Trail Middle locations with Pasadena Park and Walter C. Young Athletic Center for the use of sports programs.
6. The Recreation and Cultural Arts Department recommends that the City Commission approve the Third Amendment for the second one (1) year renewal term commencing on October 1, 2019 and terminating on September 30, 2020, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** None

- b) **Amount budgeted for this item in Account No:** 1-347225-7001 and 1-347565-7001.
 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

		Year 1	Year 2	Year 3	Year 4	Year 5
Revenues	\$33,550.00	\$.00	\$.00	\$.00	\$.00	
Expenditures	\$.00	\$.00	\$.00	\$.00	\$.00	
Net Cost	\$.00	\$.00	\$.00	\$.00	\$.00	

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

SUMMARY EXPLANATION AND BACKGROUND

(C) Pembroke Pines Girls Softball, Inc. - Facility Use Agreement

1. Pembroke Pines Girls Softball, Inc. leases Fletcher Park Fields 1-3 from the City to provide travel softball and recreational softball for residents.
2. On January 31, 2017, the City entered into a Facility Lease Agreement with Pembroke Pines Girls Softball, Inc., for an initial nine (9) month period, expiring September 30, 2017.
3. Section 2.2 of the Original Agreement allows for additional one (1) year renewals, evidenced by a written Amendment.
4. On October 19, 2017 the City executed the First Amendment to renew the terms for an additional year, as allowed by the agreement and amended Exhibit "A" to grant the LICENSEE with a non-exclusive license for the use of the Property and to allow for change of the field usage dates.
5. On October 4, 2018 the City executed the Second Amendment to renew the terms for an additional one (1) year term commencing on October 1, 2018 and terminating on September 30, 2019, as allowed by the agreement, and amended Exhibit "A" to allow for change of field usage dates at the Fletcher Park Fields 1 through 3.
6. The Recreation and Cultural Arts Department recommends that the City Commission approve the Third Amendment for the second one (1) year renewal term commencing on October 1, 2019 and terminating on September 30, 2020, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** None
 b) **Amount budgeted for this item in Account No:** 1-347225-7001 and 1-347565-7001.
 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

		Year 1	Year 2	Year 3	Year 4	Year 5
Revenues	\$3,160.00	\$.00	\$.00	\$.00	\$.00	
Expenditures	\$.00	\$.00	\$.00	\$.00	\$.00	

Net Cost \$.00 \$.00 \$.00 \$.00 \$.00

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

SUMMARY EXPLANATION AND BACKGROUND

(D) Pembroke Pines Optimist Club, Inc. - Facility Use Agreement

1. Pembroke Pines Optimist Club, Inc. leases Pines Recreation Park and Maxwell Park from the City to provide Travel Baseball, Recreational Baseball, Tackle Football, Cheerleading, Travel Soccer and Recreational Soccer programs for residents.
2. On January 31, 2017, the City entered into a Facility Lease Agreement with Pembroke Pines Optimist Club, Inc., for an initial nine (9) month period, expiring September 30, 2017.
3. Section 2.2 of the Original Agreement allows for additional one (1) year renewals, evidenced by a written Amendment.
4. On October 10, 2017, the City executed the First Amendment to renew the terms for an additional year, as allowed by the agreement and amended Exhibit "A" to grant the LICENSEE with a non-exclusive license for the use of the Property and to allow for change of the field usage dates.
5. On November 7, 2018, the City executed the Second Amendment to renew the terms for an additional one (1) year term commencing on October 1, 2018 and terminating on September 30, 2019, as allowed by the agreement, and amended Exhibit "A" to allow for change of field usage dates at the Pines Recreation Park and Maxwell Park.
6. The Recreation and Cultural Arts Department recommends that the City Commission approve the Third Amendment for the second one (1) year renewal term commencing on October 1, 2019 and terminating on September 30, 2020, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** None
- b) **Amount budgeted for this item in Account No:** 1-347225-7001 and 1-347565-7001.
- 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

		Year 1	Year 2	Year 3	Year 4	Year 5
Revenues	\$17,060.00	\$.00	\$.00	\$.00	\$.00	
Expenditures	\$.00	\$.00	\$.00	\$.00	\$.00	
Net Cost	\$.00	\$.00	\$.00	\$.00	\$.00	

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

SUMMARY EXPLANATION AND BACKGROUND

(E) West Pines Girls Softball, Inc. - Facility Use Agreement

1. West Pines Girls Softball, Inc. leases Silver Lakes South Fields 1-3 from the City to provide Travel Softball and Recreational Softball programs for residents.
2. On January 31, 2017, the City entered into a Facility Lease Agreement with West Pines Girls Softball, Inc., for an initial nine (9) month period, expiring September 30, 2017.
3. Section 2.2 of the Original Agreement allows for additional one (1) year renewals, evidenced by a written Amendment.
4. On October 25, 2017, the City executed the First Amendment to renew the terms for an additional year, as allowed by the agreement and amended Exhibit "A" to grant the LICENSEE with a non-exclusive license for the use of the Property and to allow for change of the field usage dates.
5. On November 6, 2018, the City executed the Second Amendment to renew the terms for an additional one (1) year term commencing on October 1, 2018 and terminating on September 30, 2019, as allowed by the agreement, and amended Exhibit "A" to allow for change of field usage dates at the Silver Lakes South Fields 1 through 3.
6. The Recreation and Cultural Arts Department recommends that the City Commission approve the Third Amendment for the second one (1) year renewal term commencing on October 1, 2019 and terminating on September 30, 2020, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** None
- b) **Amount budgeted for this item in Account No:** 1-347225-7001 and 1-347565-7001.
- 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

		Year 1	Year 2	Year 3	Year 4	Year 5
Revenues	\$16,320.00	\$.00	\$.00	\$.00	\$.00	
Expenditures	\$.00	\$.00	\$.00	\$.00	\$.00	
Net Cost	\$.00	\$.00	\$.00	\$.00	\$.00	

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



**FOURTH AMENDMENT TO FACILITY USE AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
PEMBROKE PINES OPTIMIST CLUB, INC.**

THIS AGREEMENT ("Agreement"), dated this 5th day of August 2020, 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

PEMBROKE PINES OPTIMIST CLUB, INC., a not for profit, corporation as listed with the Florida Division of Corporations, with a business address of **7400 Pines Blvd. Pembroke Pines, FL 33024**, hereinafter referred to as "LICENSEE". "CITY" and "LICENSEE" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **January 31, 2017**, the CITY and LICENSEE entered into a Facility use Agreement ("Original Agreement") for a nine (9) month period, expiring on **September 30, 2017**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement at the expiration of the initial term, for additional one (1) year terms evidenced by a written amendment; and,

WHEREAS, on **October 10, 2017**, the Parties executed the First Amendment to the Original Agreement, to amend **Exhibit "A"** to allow for change of the field usage dates at Pines Recreation Park and Maxwell Park, and to renew the Original Agreement for an additional **one (1) year** term expiring on **September 30, 2018**; and,

WHEREAS, on **November 7, 2018**, the Parties executed the Second Amendment to the Original Agreement, as amended, to amend **Exhibit "A"** to allow for change of the field usage dates at the Pines Recreation Park and Maxwell Park and to renew the Original Agreement for an additional **one (1) year** term ending on **September 30, 2019**; and,

WHEREAS, on **September 18, 2019**, the Parties executed the Third Amendment to the Original Agreement, as amended, to amend **Exhibit "A"** to allow for change of the field usage dates at the Pines Recreation Park and Maxwell Park and to renew the Original Agreement for an additional **one (1) year** term ending on **September 30, 2020**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to amend the Original Agreement and renew the terms of their contractual relationship as set forth herein; and,



WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to amend the Original Agreement and renew the terms of their contractual relationship as set forth herein; and,

WHEREAS, the Parties desire to amend the Original Agreement, as amended, to update **Exhibit "A"** to allow for change of the field usage dates and to update the "Notice" section and include the provisions according to Section 768.28, Florida Statutes as required; and,

WHEREAS, the Parties further desire to execute the fourth **one (1) year** renewal option in accordance with the terms and conditions set forth herein.

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 follows:

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

SECTION 2. Article 7 of the Original Agreement, as amended, entitled "Indemnification and Insurance" is hereby amended by the addition of Section 7.11 as set forth below:

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

SECTION 3. Exhibit "A" of the Original Agreement entitled "Use of Property" is hereby amended as set forth below:

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 Baseball
2. Recreational Baseball
3. Tackle Football
4. Cheerleading
5. Travel Soccer
6. Recreational Soccer

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:



Pines Recreation Park:

October 1, 2020- September 30, 2021. *Exceptions will be made/or all City activities. Use of the Pines Recreation Center must be scheduled in advance and is not guaranteed since the use of this field is granted year round, the LICENSEE must coordinate general field use schedules with the Parks Division a year in advance.*

Maxwell Park:

October 1, 2020- November 30, 2020; February 1, 2021- May 19, 2021; August 1, 2021- September 30, 2021.

The baseball program will be allowed to use the Pines Recreation and Maxwell Park outside the dates indicated above only with the approval of the Recreation and Cultural Arts Director.

SECTION 4. Section 13.6 of the Original Agreement, as amended, entitled "Notices" is hereby amended as set forth below:

~~13.6 **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
10100 Pines Boulevard
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040
Facsimile No. (954) 517-8400~~

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

~~LICENSEE Brian Weissman, President
Pembroke Pines Optimist Club, Inc.
7400 Pines Blvd
Pembroke Pines, FL 33024
Telephone No. 954-558-8544
E-Mail: pposoccer@yahoo.com~~

13.6 **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, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

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

LICENSEE Brian Weissman, President
Pembroke Pines Optimist Club, Inc.
7400 Pines Blvd
Pembroke Pines, FL 33024
Telephone No: 954 558-8544
E-Mail: pposoccer@yahoo.com

SECTION 5. The Original Agreement, as amended, is hereby renewed for the **one (1) year** renewal period commencing on **October 1, 2020** and terminating on **September 30, 2021**.

SECTION 6. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, as amended, the terms and provisions of this Third 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 by this Third Amendment, the Second Amendment, the First Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 8. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, 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.

SECTION 9. 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.

SECTION 10. This Agreement 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 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.

SECTION 11. Each Party agrees that electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this Agreement and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

**THE REMAINDER OF THIS PAGE
HAS BEEN INTENTIONALLY LEFT BLANK**



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

ATTEST:

CITY:

CITY OF PEMBROKE PINES

MARLENE D. GRAHAM,
CITY CLERK

8/13/2020

BY:

CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY



LICENSEE:

PEMBROKE PINES OPTIMIST CLUB, INC.

Signed By:

Print Name: Brian Weisman

Title: President



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 20(F)

File ID: 20-0566

Type: Agreements/Contracts

Status: Passed

Version: 1

Agenda
Section:

In Control: City Commission

File Created: 07/20/2020

Short Title: Contracts Database Report – August

Final Action: 08/05/2020

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

(A) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal

(B) The Miramar - Pembroke Pines Regional Chamber of Commerce - Trustee Partnership Agreement - Renewal

(C) Emilio's BBQ Catering Services Corporation - Operation of Gift Shop/Food Service - Renewal

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

(E) Advanced Mulch, Inc., Adwood, Inc., EastCoast Mulch and Superior Mulch - Purchase of Mulch CO-OP Agreement - Renewal

(F) Mullings, Odums & Sunset Sod CO-OP Agreement # 033-2730-18/IT. - Sod & Sod Installation - Renewal

(G) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal

(H) Allied Universal Corporation - Purchase of Sodium Hypochlorite (Co-Op) - Renewal

(I) Pembroke Pines Girls Softball, Inc. - Facility Use Agreement - Renewal

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

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

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

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

ITEMS (N) TO (Q) ARE NOT RENEWING; THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THESE ITEMS ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(N) Kemp Group International Corporation - School Crossing Guard - Non-Renewal

(O) Community Redevelopment Associates of Florida, Inc. - Grant Administration for CRA Projects - Non-Renewal

(P) FPI Security Services - Security Guard Services - Non-Renewal

(Q) School Board of Broward County - Reciprocal Use of Each Other's Facilities - Non-Renewal

*Agenda Date: 08/05/2020

Agenda Number: 20(F)

Internal Notes:

Attachments: 1. Contracts Database Report - August 5, 2020, 2. A. In Rem Solutions, Inc.-Grant Writing Services-(ALL BACKUP), 3. B. Miramar - Pembroke Pines Regional Chamber of Commerce - Partnership (all backup), 4. Emilio's BBQ Catering Services - Lease Agreement - Original-3rd Amendment (All Backup), 5. Cobblestone Systems Corp. - Contracts Management Software Agreement (All Backup), 6. E. Mulch-Co-Op E-42-17 Advanced, Adwood, Eastcoast & Superior-11.2019 to 11.2020(AB), 7. F. Sod & Sod Installation Co-Op 033-2730-18IT (All Backup), 8. G. Civic Plus Inc. - Master Service Agreement & 1st Renewal 2020-21 (All Backup), 9. H. Allied Universal Corp - CO-OP Agreement ALL Backup, 10. I. Pembroke Pines Girls Softball (PPGS) (All Backup), 11. J. Pembroke Pines Optimist Club (PPO) Facility Use (All Backup), 12. K. West Pines Girls Softball (WPGS) (All Backup), 13. L. Optimist Club of West Pembroke Pines (WPPO) (all backup), 14. M. Optimist Club of Pembroke Lakes (PLO) (all backup), 15. N. Kemp Group International-School Crossing Guard-All Backup, 16. O. Community Redevelopment Associates of FL, Inc. - Grant Administration for CRA Projects (All Backup), 17. P. FPI Security Services, Inc - First Amendment to Security Guard Services (ALL BACKUP), 18. Q. SBBC Reciprocal Use

Agreement 2015 (all backup)

- | | | | | |
|---|--|------------|---------|------|
| 1 | City Commission | 08/05/2020 | approve | Pass |
| | Action Text: A motion was made to approve on the Consent Agenda | | | |
| 1 | City Commission | 08/05/2020 | reject | Pass |
| | Action Text: A motion was made by Commissioner Good, Jr., seconded by Commissioner Chanzas, to reject and go out to bid for the sod, as directed at the Commission Meeting on July 17, 2020. The motion carried by the following vote: | | | |
-

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

(A) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal

(B) The Miramar - Pembroke Pines Regional Chamber of Commerce - Trustee Partnership Agreement - Renewal

(C) Emilio's BBQ Catering Services Corporation - Operation of Gift Shop/Food Service - Renewal

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

(E) Advanced Mulch, Inc., Adwood, Inc., EastCoast Mulch and Superior Mulch - Purchase of Mulch CO-OP Agreement - Renewal

(F) Mullings, Odums & Sunset Sod CO-OP Agreement # 033-2730-18/IT. - Sod & Sod Installation - Renewal

(G) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal

(H) Allied Universal Corporation - Purchase of Sodium Hypochlorite (Co-Op) - Renewal

(I) Pembroke Pines Girls Softball, Inc. - Facility Use Agreement - Renewal

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

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

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

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

ITEMS (N) TO (Q) ARE NOT RENEWING; THEREFORE, NO COMMISSION ACTION IS

REQUIRED AS THESE ITEMS ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY
PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(N) Kemp Group International Corporation - School Crossing Guard - Non-Renewal

**(O) Community Redevelopment Associates of Florida, Inc. - Grant Administration for
CRA Projects - Non-Renewal**

(P) FPI Security Services - Security Guard Services - Non-Renewal

**(Q) School Board of Broward County - Reciprocal Use of Each Other's Facilities -
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) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal

1. On April 17, 2018, the City entered into a Professional Grant Writing Services Agreement with In Rem Solutions, Inc. for an initial one (1) year period, commencing on October 1, 2017 and expiring on September 30, 2018.
2. The City of Pembroke Pines Administration Department utilizes In Rem Solutions, Inc. to provide Professional Grant Writing Services.
3. Section 3.2 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On June 21, 2018 the City executed the First Amendment to the Original Agreement for the

first one (1) year renewal term, commencing on October 1, 2018 and expiring on September 30, 2019.

5. On September 6, 2018, the City executed the Second Amendment to the Original Agreement to include a \$40,000.00 increase to the estimated annual amount for the additional 266 hours of work needed for the fiscal year.

6. On October 2, 2019, the City executed the Third Amendment to the Original Agreement for the second one (1) year renewal period commencing on October 1, 2019 and expiring on September 30, 2020.

7. On June 17th, 2020, the Fourth Amendment was presented to the City Commission under agenda item #20-0484 (16A) and a motion was made by the Commissioners to defer the item to the August 5th, 2020 Commission meeting and to instruct the City Manager to renegotiate the hourly rate.

8. As requested, the City Manager was able to negotiate and lowered the hourly rate to \$140.00 from \$150.00.

9. The Administration Department recommends that the City Commission approve this Fourth Amendment, as revised, and for the third one (1) year renewal term commencing on October 1, 2020 and ending on September 30, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: Estimated annual amount \$107,324.00. (\$140.00 per hour, on an as-needed basis. Annual cost is based on approved projects.)

b) Amount budgeted for this item in Account No: \$107,324.00 under account 1-519-800-31500 - Prof. Services Other

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.

	FY 2020-2021	Year 2	Year 3	Year 4	Year 5
Revenues	\$00 \$00	\$00	\$00	\$00	
Expenditures	\$107,324.00	\$00	\$00	\$00	\$00
Net Cost	\$107,324.00	\$00	\$00	\$00	\$00

e) Detail of additional staff requirements: Not Applicable.

(B) The Miramar - Pembroke Pines Regional Chamber of Commerce - Trustee Partnership Agreement - Renewal

1. On December 6, 2016, the City and the Miramar-Pembroke Pines Regional Chamber of Commerce entered into a Partnership Agreement for an initial one (1) year period, commencing December 1, 2016 and expiring November 30, 2017.

2. The Partnership Agreement allows a relationship between the City and the Chamber to increase the level of member benefits offered by the Chamber, and facilitate the growth of the Chamber for the benefit of the residents and businesses in the regional community.
3. On March 8, 2018 the Parties executed the First Amendment to the Original Agreement to change the renewal terms from automatic renewals to written mutual consent, and to execute the first renewal term commencing on December 1, 2017, and terminating on November 30, 2018.
4. Section 3.1 of the Original Agreement, as amended, allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
5. On November 28, 2018 and December 4, 2019, the Parties executed the Second and Third Amendments respectively, extending the term of the Original Agreement, as amended, to November 30, 2020.
6. The Administration of the City of Pembroke Pines recommends that the City Commission approve renewal of the Agreement for an additional one (1) year term, commencing on December 1, 2020, and expiring on November 30, 2021.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** \$8,000.00
- b) **Amount budgeted for this item in Account No:** 1-519-800-54100
- 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

	FY20-21	Year 2	Year 3	Year 4	Year 5
Revenues	\$0.00	N/A	N/A	N/A	N/A
Expenditures	\$8,000.00	N/A	N/A	N/A	N/A
Net Cost	\$8,000.00	N/A	N/A	N/A	N/A

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

(C) Emilio's BBQ Catering Services Corporation - Operation of Gift Shop/Food Service - Renewal

1. On February 23, 2016, the City Commission approved to enter into a Lease and Operation Management Agreement with Emilio's BBQ Catering Services Corporation for an initial three (3) year period, commencing on February 23, 2016 and expiring on December 31, 2019.
2. Section 2.1 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
3. On December 4, 2019, the City executed the First Amendment which increased the Monthly

Base Rent and executed the first one (1) year renewal commencing on January 1, 2020 and expiring on December 31, 2020.

4. The Public Services Department recommends that the City Commission approve this Third Amendment for the one (1) year renewal term commencing January 1, 2021 and ending December 31, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** None

b) **Amount budgeted for this item in Account No:** Revenue Account 1-8001-362046
Rental Community Services Monthly Rent \$906.83 plus sales tax for a monthly rent total of \$965.77.

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"

	Year 1	Year 2	Year 3	Year 4	Year 5
Revenues	\$8,161.47	\$2,720.49	\$0.00	\$0.00	\$0.00
Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Revenue	\$8,161.47	\$2,720.49	\$0.00	\$0.00	\$0.00

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

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

1. On November 13, 2019, the City Commission approved and the City entered into a Hosted Software License Agreement with CobbleStone Systems Corp. for an initial one (1) year period, commencing (as of the date of Activation) on November 26, 2019 and expiring 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. The Finance Department recommends that the City Commission approve renewal of the Agreement for the one (1) year renewal term commencing on November 26, 2020 and ending on November 25, 2021, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$23,627.11

b) **Amount budgeted for this item in Account No:** 1-513-2001-64051

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

d) **5 year projection of the operational cost of the project** NA

	Current FY	Year 2	Year 3	Year 4	Year 5	
Revenues	N/A	N/A	N/A	N/A	N/A	
Expenditures	\$23,627.11	\$25,627.11		\$27,558.66	\$29,763.35	N/A
Net Cost	\$23,627.11	\$25,627.11	\$27,558.66	\$29,763.35		N/A

e) Detail of additional staff requirements: NA

**(E) Advanced Mulch, Inc., Adwood, Inc., EastCoast Mulch and Superior Mulch -
Purchase of Mulch CO-OP Agreement - Renewal**

1. On November 11th, 2017, the City of Pompano approved to enter into a CO-OP Agreement with Advanced Mulch, Inc., Adwood, Inc., Eastcoast Mulch, and Superior Mulch for an initial term of one (1) year commencing on November 15th, 2017 and terminating on November 14th, 2018.
2. The Public Services and Recreation and Cultural Arts Departments purchase various types of mulch from Advanced Mulch and Eastcoast Mulch.
3. The Original Agreement allows for four (4) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Original Agreement has been renewed extending the term to November 14th, 2020.
5. The renewal letter from the City of Pompano Beach for the third renewal period will be provided at the end of August or beginning of September 2020.
6. As a member of the Southeast Florida Governmental Purchasing Co-operative Group, the City of Pembroke Pines benefits by utilizing the buying power of the combined participating group of governmental agencies throughout Miami-Dade, Broward and Palm Beach counties to provide cost savings and cost avoidances for the combined requirements for common basic items. In addition, the lead agency for the Co-Op contract also manages the renewal documentation and works closely with the contractor(s) which alleviates certain additional management responsibilities that the City would need to do if the City establishes its own contract for the services, therefore utilizing the Co-Op contract provides additional efficiencies.
7. For this mulch contract, the lead agency listed various participating agencies and the quantity of mulch that they each anticipated, in order to get better pricing through economies of scale. Below are some of the participating agencies that were listed in the initial bid:
 - City of Boca Raton
 - City of Boynton Beach
 - City of Coral Springs
 - City of Dania Beach
 - Town of Davie

- City of Deerfield Beach
- City of Delray Beach
- City of Fort Lauderdale
- City of Hallandale Beach
- City of Hollywood
- City of Lauderhill
- City of Margate
- City of Miami Beach
- City of North Miami Beach
- City of Oakland Park
- City of Pompano Beach
- Village of Royal Palm Beach
- City of Wilton Manors

7. On tonight's agenda, there is another Agenda Item (File ID # 20-0565) to award the City of Pembroke Pines IFB # PSPW-20-01 "Citywide Trees, Plants & other Landscaping Materials" to the most responsive/responsible bidder, Aaron Agriculture, to be used on an as needed basis in the annual amount not to exceed \$1,000,000.

The award of the City of Pembroke Pines IFB # PSPW-20-01 "Citywide Trees, Plants & other Landscaping Materials" includes various trees, plants, etc. and also includes a price for mulch that maybe utilized when the City has plant material being installed by Aaron Agriculture, in order to have one sole vendor responsible for the landscaping in that area and to avoid one contractor damaging the other contractors plant material during the course of any landscaping project. The price for mulch included in the contract is:

- \$2.50 per bag of mulch (red, brown, or gold mulch)

9. The City intends to utilize the Southeast Florida Governmental Purchasing Co-operative Group's contract for most mulching project, especially projects that do not include the installation of new plant material. The Co-Op contract includes various different mulch options, including the following:

- \$1.59 per bag of mulch (red, or brown mulch)
- \$1.70 per bag of mulch (gold mulch)

10. Based on the average of the pricing listed above, the Co-Op contract is 34.20% cheaper than the mulching pricing that was recently received from the City's bid for IFB # PSPW-20-01 "Citywide Trees, Plants & other Landscaping Materials." As a result, the City recommends to continue utilizing the Co-Op Contract, when it is renewed.

11. The Public Services Department recommends that the City Commission approves the utilization of the third one (1) year renewal term, of the Co-Op agreement, commencing November 15th, 2020 and ending November 14th, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$250,000 estimated annual cost to be utilized on as needed basis
- b) **Amount budgeted for this item in Account No:** Funds are budgeted in account # 1-539-6004-46161 (R&M Landscaping) and 1-572-7001-46150 (R&M -Land, Bldg. and Improvements)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:**

	FY 20-21	FY 21-22	Year 4	Year 5
Revenues	\$.00	\$.00	\$.00	\$.00
Expenditures	\$218,750.00	\$31,250.00	\$.00	\$.00
Net Cost	\$218,750.00	\$31,250.00	\$.00	\$.00

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

(F) Mullings, Odums & Sunset Sod CO-OP Agreement # 033-2730-18/IT. - Sod & Sod Installation - Renewal

1. On September 20, 2018, the Commission of the City of Boynton Beach approved to enter into a CO-OP Agreement with Mullings Engineering Services, Inc., Odum's Sod, Inc, and Sunset Sod, Inc. for a one (1) year period commencing on October 1, 2018 and terminating on September 30, 2019.
2. The City of Pembroke Pines Public Services Department utilizes the Co-Op Contract to purchase sod and sod installation services.
3. The Original Agreement allowed for three (3) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. In August of 2019, the first renewal period for the term commencing on October 1, 2019 and expiring on September 30, 2020 was approved by the City of Boynton Beach as the lead agency for the Co-Op.
5. The renewal letter from the City of Boynton Beach for the second renewal period will be provided at the end of August or beginning of September, 2020.
6. On June 17th, 2020, the Public Services Department recommended for the City Commission to approve the renewal of the new term as allowed by the Original Agreement; however, the City Commission did not approve the renewal and recommended the Department to go out for bid.
7. As a member of the Southeast Florida Governmental Purchasing Co-operative Group, the City of Pembroke Pines benefits by utilizing the buying power of the combined participating

group of governmental agencies throughout Miami-Dade, Broward and Palm Beach counties to provide cost savings and cost avoidances for the combined requirements for common basic items. In addition, the lead agency for the Co-Op contract also manages the renewal documentation and works closely with the contractor(s) which alleviates certain additional management responsibilities that the City would need to do if the City establishes its own contract for the services, therefore utilizing the Co-Op contract provides additional efficiencies.

8. For this sod contract, the lead agency listed various participating agencies and the quantity of sod that they each anticipated, in order to get better pricing through economies of scale. Below are some of the participating agencies that were listed in the initial bid:

South Broward/Miami-Dade Zone:

- Cooper City
- Coral Gables
- City of Hallandale Beach
- City of Hollywood
- City of Miami Beach
- City of Miramar
- City of North Miami Beach

Central Broward Zone:

- Town of Davie
- City of Fort Lauderdale
- City of Lauderdale Lakes
- City of Lauderhill
- City of Oakland Park
- City of Sunrise
- City of Wilton Manors

North Broward/Palm Beach Zone:

- City of Boynton Beach
- City of Coconut Creek
- City of Coral Springs
- City of Deerfield Beach
- City of Margate
- City of Pompano Beach
- City of Tamarac
- Town of Palm Beach
- City of West Palm Beach

9. On tonight's agenda, there is another Agenda Item (File ID # 20-0565) to award the City of Pembroke Pines IFB # PSPW-20-01 "Citywide Trees, Plants & other Landscaping Materials" to the most responsive/responsible bidder, Aaron Agriculture, to be used on an as needed basis in the annual amount not to exceed \$1,000,000.

IFB # PSPW-20-01 "Citywide Trees, Plants & other Landscaping Materials" was approved for advertisement by the City Commission on February 5, 2020.

The City of Pembroke Pines IFB # PSPW-20-01 "Citywide Trees, Plants & other Landscaping Materials" includes various trees, plants, etc. and also includes a price for sod that maybe utilized when the City has plant material being installed by the awarded contractor, in order to have one sole vendor responsible for the landscaping in that area and to avoid one contractor damaging the other contractors plant material during the course of any landscaping project. Since the pricing for the sod line items came in too high for the recommended vendor, the Public Services Department has decided not to award those line items and to utilize the Co-Op Contract for sod.

The lowest price received for the Sod through IFB # PSPW-20-01 "Citywide Trees, Plants & other Landscaping Materials":

- \$0.75 per square foot (St. Augustine)
- \$0.95 per square foot (Bermuda)
- \$0.65 per square foot (Bahia)

However, the vendors that submitted the above pricing are not being recommended for award, as the Public Services Department was looking to utilize one vendor for all of the Landscaping work on projects, and since the recommended vendor's pricing was too high, the Public Services Department is recommending to utilize the Co-Op's Sod Contract.

10. The Co-Op contract includes various different sod options, including the following:

- \$0.50 to \$0.60 per square foot (St. Augustine)
- \$0.23 to \$0.28 per square foot (Bermuda)
- \$0.42 to \$0.48 per square foot (Bahia)

The prices above depend on the type of Sod and if they are bought in truckloads or less than truckloads.

11. Based on the average of the pricing listed above, the Co-Op contract is 46.60% cheaper than the lowest price sod that was recently received from the City's bid for IFB # PSPW-20-01 "Citywide Trees, Plants & other Landscaping Materials." As a result, the City recommends to continue utilizing the Co-Op Contract, when it is renewed.

12. The Public Services Department recommends that the City Commission approves the utilization of the second one (1) year renewal term, of the Co-Op agreement, commencing on October 1, 2020 and ending on September 30, 2021, as allowed by the agreement in lieu of bidding out a separate solicitation for sod.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** Estimated annual cost of \$179,600.
- b) **Amount budgeted for this item in Account No:** Funds will be available in the following account numbers as projects arise on an as needed basis:

1-539-6004-46161 (R & M Landscaping)

1-539-6004-63115 (Landscaping)

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"

	FY 2020-21	Year 2	Year 3	Year 4	Year 5
Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditures	\$179,600.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Cost	\$179,600.00	\$0.00	\$0.00	\$0.00	\$0.00

e) **Detail of additional staff requirements:** "Not Applicable"**(G) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal**

1. On February 27, 2019, the City entered into a Service Agreement with Civic Plus, Inc. commencing on February 27, 2019.
2. The City of Pembroke Pines Technology Services Department utilizes Civic Plus, Inc. to provide the City Website, the City Subsite Intranet, the School Subsites, and Audio Eye services, and the Recreation and Cultural Arts Department utilizes Civic Plus, Inc. to provide Recreation registration software.
3. Section 1 of the Original Agreement allows for the agreement to remain in effect unless terminated by either party.
4. Upon implementation of the AudioEye module, the City requested to have all subscriptions renew simultaneously on January 31, 2020.
5. On January 15, 2020, the City Commission approved the first one (1) year continuation of the Agreement commencing on January 31, 2020 and ending on January 30, 2021.
6. Both, the Technology Services and the Recreation and Cultural Arts Departments recommend that the City Commission approve the one (1) year continuation commencing on January 31, 2021 and ending on January 30, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:a) **Renewal Cost FY 2021:** \$90,979.52b) **Amount budgeted for this item in Account No:** \$90,979.52: 1-513-2002-46801 IT Contractual servicesc) **Source of funding for difference, if not fully budgeted:** "Not Applicable"d) **5 year projection of the operational cost of the project** "Not Applicable"

FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
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Revenues	N/A	N/A	N/A	N/A	N/A	
Expenditures	\$85,885.26		\$90,979.52		\$95,528.50	\$100,304.93
Net Cost	\$85,885.26		\$90,979.52		\$95,528.50	\$100,304.93
						\$105,320.18

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

(H) Allied Universal Corporation - Purchase of Sodium Hypochlorite (Co-Op) - Renewal

1. In March of 2012, the Southeast Florida Governmental Purchasing Co-operative Group had a meeting where purchasing officials from several municipalities throughout Broward County expressed a desire to bid out the price of sodium hypochlorite as a Co-Op bid in lieu of various Cities issuing their own solicitation at different times of the year that was resulting in a trying process in which a vendor would lose one contract and then extend their pricing from another contract to other entities, enticing them to terminate their existing contract to switch vendors back and forth. As a result, various Broward agencies moved away from various entities piggybacking on other contracts by individual agencies and issued a bid through the Co-Op to try and drive the price down through volume discounting.
2. On October 17, 2012, the City Commission approved an agenda item (File ID # 12-2170) to start utilizing a Co-Op contract for Sodium Hypochlorite in lieu of issuing its own solicitation. As a result, since then the City has utilized various Co-Op contracts for Sodium Hypochlorite that have been bid out through the years in an effort to utilize economies of scale.
3. On November 29, 2017 the City Commission approved the purchase of Sodium Hypochlorite on an as needed basis from Allied Universal Corporation, utilizing the Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) Bid# 12006-372 which commenced on October 3, 2017 and terminated on October 2, 2019.
4. The City of Pembroke Pines Utilities Department utilizes Allied Universal Corporation for the purchase of Sodium Hypochlorite.
5. Section 1 of the Original Agreement allows for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
6. On August 7, 2019, The City Commission approved the first one (1) year renewal term commencing on October 3, 2019 and terminating October 2, 2020.
7. As a member of the Southeast Florida Governmental Purchasing Co-operative Group, the City of Pembroke Pines benefits by utilizing the buying power of the combined participating group of governmental agencies throughout Miami-Dade, Broward and Palm Beach counties to provide cost savings and cost avoidances for the combined requirements for common basic items. In addition, the lead agency for the Co-Op contract also manages the renewal documentation and works closely with the contractor(s) which alleviates certain additional management responsibilities that the City would need to do if the City establishes its own contract for the services, therefore utilizing the Co-Op contract provides additional efficiencies.

8. For this sodium hypochlorite contract, the lead agency listed various participating agencies and the quantity of sodium hypochlorite that they each anticipated, in order to get better pricing through economies of scale. Below are some of the participating agencies that were listed in the initial bid:

- City of Fort Lauderdale
- City of Hallandale Beach
- City of Dania Beach
- City of Hollywood
- City of Cooper City
- City of Deerfield Beach
- City of Margate
- Town of Davie
- City of Sunrise

9. The Co-Op has renewed the contract for the second and final renewal period, which will end on October 2, 2021. As a result, the Co-Op intends to start working on a new solicitation to bid out Sodium Hypochlorite and establish a new contract with new pricing that would be anticipated to commence in October of 2021.

10. The Utilities Department recommends that the City Commission approves the utilization of the second and final one (1) year renewal term, of the Co-Op agreement, commencing October 3, 2020 and terminating October 2, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$161,903 (17,000 gallons x \$0.559 (Less Than Truckload) = \$9,503) +

(300,000 gallons x \$0.508 Truck Loads = \$152,400)

b) **Amount budgeted for this item in Account No:** \$156,313 in Account No.

471-533-6031-52430 (Operating Chemicals) & \$5,590 in Account No. 471-535-6022-52430 (Operating Chemicals)

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

d) **5 year projection of the operational cost of the project**

	FY2020-2021		Year 2	Year 3	Year 4	Year 5
Revenues	N/A	N/A	N/A	N/A	N/A	
Expenditures	\$161,903		N/A	N/A	N/A	N/A
Net Cost	\$161,903	N/A	N/A	N/A	N/A	

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

(I) Pembroke Pines Girls Softball, Inc. - Facility Use Agreement - Renewal

1. Pembroke Pines Girls Softball, Inc. leases Fletcher Park Fields 1-3 from the City to provide travel softball and recreational softball for residents.
2. On January 31, 2017, the City entered into a Facility Lease Agreement with Pembroke Pines Girls Softball, Inc., for an initial nine (9) month period, expiring September 30, 2017.
3. Section 2.2 of the Original Agreement allows for additional one (1) year renewals, evidenced by a written Amendment.
4. On October 19, 2017, October 4, 2018, and September 18, 2019 the City executed the First, Second, and Third Amendments, respectively extending the term of the agreement to September 30, 2020.
5. The Recreation and Cultural Arts Department recommends that the City Commission approve this Fourth Amendment for the one (1) year renewal term commencing on October 1, 2020 and terminating on September 30, 2021, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** None
- b) **Amount budgeted for this item in Account No:** 1-347225-7001 and 1-347565-7001.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational revenue of the project** Not Applicable

	FY 2020-21	Year 2	Year 3	Year 4	Year 5
Revenues	\$2,055.00	N/A	N/A	N/A	N/A
Expenditures	\$0.00	N/A	N/A	N/A	N/A
Net Revenue	\$2,055.00	N/A	N/A	N/A	N/A

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

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

1. Pembroke Pines Optimist Club, Inc. leases Pines Recreation Park and Maxwell Park from the City to provide Travel Baseball, Recreational Baseball, Tackle Football, Cheerleading, Travel Soccer and Recreational Soccer programs for residents.
2. On January 31, 2017, the City entered into a Facility Lease Agreement with Pembroke Pines Optimist Club, Inc., for an initial nine (9) month period, expiring September 30, 2017.
3. Section 2.2 of the Original Agreement allows for additional one (1) year renewals, evidenced by a written Amendment.
4. On October 10, 2017, November 7, 2018, and September 18, 2019, the City executed the First, Second, and Third Amendments respectively, extending the term to September 30, 2020.
5. The Recreation and Cultural Arts Department recommends that the City Commission approve the Fourth Amendment for the one (1) year renewal term commencing on October 1, 2020 and terminating on September 30, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** None
 b) **Amount budgeted for this item in Account No:** 1-347225-7001 and 1-347565-7001.
 c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
 d) **5 year projection of the operational revenue of the project** Not Applicable

	FY 2020-21	Year 2	Year 3	Year 4	Year 5
Revenues	\$11,089.00	N/A	N/A	N/A	N/A
Expenditures	\$0.00	N/A	N/A	N/A	N/A
Net Revenue	\$11,089.00	N/A	N/A	N/A	N/A

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

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

1. West Pines Girls Softball, Inc. leases Silver Lakes South Fields 1-3 from the City to provide Travel Softball and Recreational Softball programs for residents.
2. On January 31, 2017, the City entered into a Facility Lease Agreement with West Pines Girls Softball, Inc., for an initial nine (9) month period, expiring September 30, 2017.
3. Section 2.2 of the Original Agreement allows for additional one (1) year renewals, evidenced by a written Amendment.
4. On October 25, 2017, November 6, 2018, and June 25, 2020 nunc pro tunc October 1, 2019, the City executed the First, Second, and Third Amendments respectively, extending the term of the agreement to September 30, 2020.
5. The Recreation and Cultural Arts Department recommends that the City Commission approve the Fourth Amendment for the one (1) year renewal term commencing on October 1, 2020 and terminating on September 30, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** None
 b) **Amount budgeted for this item in Account No:** 1-347225-7001 and 1-347565-7001.
 c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
 d) **5 year projection of the operational revenue of the project** Not Applicable

	FY 2020-21	Year 2	Year 3	Year 4	Year 5
Revenues	\$10,608.00	N/A	N/A	N/A	N/A
Expenditures	\$0.00	N/A	N/A	N/A	N/A
Net Revenue	\$10,608.00	N/A	N/A	N/A	N/A

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

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

1. The Optimist Club of West Pembroke Pines, Inc. leases property from the City to provide youth football and cheerleading, recreational and travel baseball, youth track, and Miracle League Baseball programs for residents.
2. On February 15, 2017, the City entered into



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/29/2020

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 Mercer Consumer, a service of Mercer Health & Benefits Administration LLC P.O. Box 14521 Des Moines, IA 50306-4521	CONTACT NAME:	
	PHONE (A/C, No, Ext): 800-503-9227	FAX (A/C, No): 515-365-3005
	EMAIL ADDRESS: plsdsteam.service@mercer.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Insurance Co	
INSURED Optimist International Pembroke Pines Optimist Club c/o Brian Weisman 7400 Pines Boulevard Pembroke Pines, FL 33024	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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	PHPK2127977	05/01/2020	05/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/>	PHPK2127977	05/01/2020	05/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 \$	<input type="checkbox"/>	<input type="checkbox"/>				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	<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	Abuse and Molestation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	PHPK2127977	05/01/2020	05/01/2021	Occurrence \$100,000 Aggregate \$300,000

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

Effective 07/28/2020 include City of Pembroke Pines as additional insured: Certificate Holder (CG2012) but only with respects to the named insured's negligence with regards to the Pembroke Pines Optimist Club events to be held at Pines Recreation Center on 07/28/2020 through to the end of the policy.

CERTIFICATE HOLDER

CANCELLATION

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

Mark A. Burt



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/28/2020

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 M. E. Wilson Company, LLC 300 W. Platt St. Ste 200 Tampa, FL 33606	1-813-229-8021	CONTACT NAME: Amber Richards PHONE (A/C, No. Ext): 813-349-2220 E-MAIL ADDRESS: arichards@mewilson.com FAX (A/C, No): 813-229-2795
INSURED Florida Youth Soccer Assn Inc. 2828 Lake Myrtle Park Road Auburndale, FL 33823		INSURER(S) AFFORDING COVERAGE INSURER A: EVEREST NATL INS CO INSURER B: GREAT AMER INS CO INSURER C: EVEREST IND INS CO INSURER D: INSURER E: INSURER F:
		NAIC # 10120 16691 10851

COVERAGES

CERTIFICATE NUMBER: 59872765

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 <input checked="" type="checkbox"/> Participant Legal <input checked="" type="checkbox"/> \$1M/\$3M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		SI8GL01665201	08/01/20	08/01/21	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			SI8GL01665201	08/01/20	08/01/21	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SI8EX01394201	08/01/20	08/01/21	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	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 \$
B	AD&D			BSRE22302500	08/01/20	08/01/21	Each/Aggregate 10k/100k
B	Participant Accident			BSRE22302500	08/01/20	08/01/21	Medical Exp Limit 50,000
C	Sexual Misconduct Liab			SI8GL01666-201	08/01/20	08/01/21	Each Occ/Aggregate 500k/2m


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

Operations of the Florida Youth Soccer Assn, its teams, leagues & clubs. Coverage applies only to official, sanctioned and approved activities of FYSA. Certificate holder has automatic additional insured status when required direct written contract. This certificate is issued on behalf of: ASPPO PEMBROKE PINES OPTIMIST CLUB, INC. PINES RECREATION CENTER - 7400 PINES BLVD. PEMBROKE PINES FL 33024

SUPERCEDES ALL PRIOR CERTIFICATES ISSUED.

*Sexual Abuse & Molestation is included under the Gen Liab Policy with limits of \$1m each occurrence/\$2m aggregate.

CERTIFICATE HOLDER**CANCELLATION**

City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025 USA	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 
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ACORD 25 (2016/03)

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tmarshall
59872765

**THIS ENDORSEMENT CHANGES THE COVERAGE PART. PLEASE READ IT
CAREFULLY.**

ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have a written agreement that such person or organization be added as an additional insured on your Coverage Part. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your operations for an additional insured.
- B.** The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C.** The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
1. The Limits of Insurance required by the written agreement between the parties; or
 2. The Limits of Insurance provided by this Coverage Part.
- D.** With respect to the insurance afforded to an additional insured, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.



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: 10/3/2019

EXPIRATION DATE: 10/2/2021

PERSON: BRIAN L WEISMAN

EMAIL: PPOSOCER@YAHOO.COM

FEIN: 273309976

BUSINESS NAME AND ADDRESS:

PEMBROKE PINES OPTIMIST CLUB, INC.

7400 PINES BLVD

HOLLYWOOD, FL 33024

SCOPE OF BUSINESS OR TRADE:

Athletic Sports or Park:
Noncontact Sports

Athletic Sport or Park:
Contact Sports

Athletic Sports or Park:
Operation & Drivers

IMPORTANT: Pursuant to Chapter 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 Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 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.