



**SECOND AMENDMENT TO COLLABORATION AGREEMENT
FOR THE PROMOTION OF HEALTH AND WELLNESS
BETWEEN THE CITY OF PEMBROKE PINES AND
BAPTIST HEALTH SOUTH FLORIDA, INC.**

THIS AMENDMENT ("Second Amendment"), dated this ____ day of _____, **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

BAPTIST HEALTH SOUTH FLORIDA, INC., a Not-for-Profit Corporation as listed with the Florida Division of Corporations, with a business address of **6855 Red Road, Suite #600, Coral Gables, FL 33143-3632**, hereinafter referred to as "BAPTIST". "CITY" and "BAPTIST" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **September 3, 2020**, the Parties entered into the Collaboration Agreement for the Promotion of Health and Wellness ("Original Agreement") for an initial period, which naturally expired on **August 30, 2021**; and,

WHEREAS, the Original Agreement authorized the term to be extended for additional **one (1) year** periods upon the execution of a written amendment thereto; and,

WHEREAS, on **May 19, 2021**, the Parties executed the First Amendment to the Original Agreement to renew the term thereof for a **one (1) year** period which naturally expires on **August 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 renew the term of Original Agreement, as amended, for a **one (1) year period**, to increase the rate for services, and to allow for flexibility in class scheduling as set forth in this Second Amendment.

W I T N E S S E T H

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

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



SECTION 2. The Original Agreement, as amended, is hereby renewed for a **one (1) year period** which shall commence on **September 1, 2022** and naturally expire on **August 30, 2023**.

SECTION 3. The In Person, Virtual and Hybrid Class Schedules and Rates as set forth in Section 2.3.3 of the Original Agreement, as amended, are hereby revised and amended as set forth below:

“In Person Class Schedule

Class*	<u>Day of Week</u> <u>1 Day</u> <u>per Week*</u>	<u>Time of Day</u>(for a <u>duration of one (1)</u> <u>hour</u>)*	Rate*
Exercise (Low Impact)	<u>Monday-Friday</u>	10-11 am <u>Between 9:00 AM and</u> <u>5:00 PM</u>	\$50.00- <u>\$55.00</u>
Exercise (High Impact)	<u>Monday-Friday</u>	12-1 pm <u>Between 9:00 AM and</u> <u>5:00 PM</u>	\$50.00- <u>\$55.00</u>

Virtual Class Schedule

Class*	<u>Day of Week</u> <u>1 Day</u> <u>per Week*</u>	<u>Time of Day</u>(for a <u>duration of one (1)</u> <u>hour</u>)*	Rate*
Exercise (Low Impact)	<u>Monday-Friday</u>	9:30-10:30 am <u>Between 9:00 AM and</u> <u>5:00 PM</u>	\$50.00- <u>\$55.00</u>
Exercise (High Impact)	<u>Monday-Friday</u>	9:30-10:30 am <u>Between 9:00 AM and</u> <u>5:00 PM</u>	\$50.00- <u>\$55.00</u>

Hybrid Class Schedule

Class*	<u>Day of Week</u> <u>1 Day</u> <u>per Week*</u>	<u>Time of Day</u>(for a <u>duration of one (1)</u> <u>hour</u>)*	Rate*
Exercise (Low Impact)	<u>Monday-Friday</u>	9:30-10:30 am <u>Between 9:00 AM and</u> <u>5:00 PM</u>	\$50.00- <u>\$55.00</u>
Exercise (High Impact)	<u>Monday-Friday</u>	9:30-10:30 am <u>Between 9:00 AM and</u> <u>5:00 PM</u>	\$50.00- <u>\$55.00</u>

*Any changes to these schedules must be mutually agreed to by both Parties in writing.”



SECTION 4. Scrutinized Companies. BAPTIST, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

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

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

4.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

4.2.2 Is engaged in business operations in Syria.

SECTION 5. Employment Eligibility. BAPTIST certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

5.1 Definitions for this Section.

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

5.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

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

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

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



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

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

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

SECTION 6. 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 Second Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 7. The Parties agree that in all other respects the Original Agreement, as amended by 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 Second Amendment. The exhibits, if not physically attached, should be treated as part of this Second Amendment and are incorporated herein by reference.

SECTION 9. Each person signing this Second Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Second Amendment.

SECTION 10. This Second Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Second Amendment



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

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: _____

MARLENE D. GRAHAM, CITY CLERK

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

BY: _____

CHARLES F. DODGE, CITY MANAGER

Print Name: _____

OFFICE OF THE CITY ATTORNEY

BAPTIST:

BAPTIST HEALTH SOUTH FLORIDA, INC.

Signed By: _____

Name: _____

Title: _____

 **Mihaela Ionescu, AVP,
Contracts and Sourcing**
Digitally signed by: MIH04344
Reason: 1. I am approving this document.
Date: 6/3/2022 12:05:00 PM



City of Pembroke Pines

**FIRST AMENDMENT TO COLLABORATION
AGREEMENT FOR THE PROMOTION OF
HEALTH AND WELLNESS BETWEEN THE CITY
OF PEMBROKE PINES AND
BAPTIST HEALTH SOUTH FLORIDA, INC.**

THIS AMENDMENT ("First Amendment"), dated this 19th day of May, **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

BAPTIST HEALTH SOUTH FLORIDA, INC., a Not For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **6855 Red Road, Suite #600, Coral Gables, FL 33143-3632**, hereinafter referred to as "BAPTIST". "CITY" and "BAPTIST" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **September 3, 2020**, the Parties entered into the Collaboration Agreement for the Promotion of Health and Wellness ("Original Agreement") for an initial **one (1) year period** which expires on **August 31st, 2021**; 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; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, and desire to increase the hourly compensation rate, to renew the term of Original Agreement for a one (1) year period, and to supplement the terms contained therein as set forth in this First Amendment to Original Agreement.

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.



City of Pembroke Pines

SECTION 2. Any language contained in this First Amendment, or any subsequent amendment, which is in ~~striketrough type~~ shall be deletions from the terms of the Original Agreement and language in underlined type shall be additions to the terms of the Original Agreement.

SECTION 3. The Original Agreement is hereby renewed for **one (1) year**, naturally expiring on **August 31, 2022**.

SECTION 4. The In Person Class Schedules set forth in Section 2.3.3 of the Original Agreement are hereby revised and amended as set forth below:

In Person Class Schedule

Class*	Day of Week*	Time of Day*	Rate*
Exercise (Low Impact)	Monday	10-11 am	\$45 <u>\$50.00</u>
Exercise (High Impact)	Friday	12-1 pm	\$45 <u>\$50.00</u>

Virtual Class Schedule

Class*	Day of Week*	Time of Day*	Rate*
Exercise (Low Impact)	Monday	9:30-10:30 am	\$45 <u>\$50.00</u>
Exercise (High Impact)	Friday	9:30-10:30 am	\$45 <u>\$50.00</u>

Hybrid Class Schedule

Class*	Day of Week*	Time of Day*	Rate*
Exercise (Low Impact)	Monday	10-11 am	\$45 <u>\$50.00</u>
Exercise (High Impact)	Friday	12-1 pm	\$45 <u>\$50.00</u>

*Any changes to these schedules must be mutually agreed to by both Parties in writing."

SECTION 5. Scrutinized Companies. BAPTIST, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

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

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

5.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,



created pursuant to Section 215.473, Florida Statutes; or

5.2.2 Is engaged in business operations in Syria.

SECTION 6. Employment Eligibility. BAPTIST certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

6.1 Definitions for this Section.

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

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

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

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

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

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

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

6.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge



City of Pembroke Pines

to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 7. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 8. The Parties agree that in all other respects the Original Agreement, as amended by this First Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 9. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.

SECTION 10. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment.

SECTION 11. This First Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by 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.

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HAS BEEN INTENTIONALLY LEFT BLANK



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

E858EEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK

BY: 

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

DocuSigned by:

Danielle Schwabe

013E807C191D4FF...

Print Name: Danielle Schwabe
OFFICE OF THE CITY ATTORNEY

DocuSigned by:

Charles F. Dodge


47B966ECFDAD4AC...

BY:

CHARLES F. DODGE, CITY MANAGER

BAPTIST:

BAPTIST HEALTH SOUTH FLORIDA, INC.

Signed By: 

Print Name:

Title:

**Mihaela Ionescu, Director
Contracts and Sourcing**

Digitally signed by: MIH04344

Reason: 1. I am approving this document.

Date: 5/6/2021 9:13:19 AM



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 5.

File ID: 21-0415

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 05/10/2021

Short Title: Contracts Database Report - May 19th, 2021

Final Action: 05/19/2021

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

(A) Baptist Health South Florida, Inc. - Programming to Improve the Health
and Wellness of Members of COPP/Senior Center - Renewal

**ITEM (B) WILL NOT BE 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:**

(B) AIP US LLC - Network Access Points and Mounts - Non-Renewal

***Agenda Date:** 05/19/2021

Agenda Number: 5.

Internal Notes:

Attachments: 1. Contract Database Report - May 19, 2021, 2. A. Baptist Health South Florida Inc. - 2020
Collaboration Agreement (all backup), 3. B. AIP US LLC - Network Access Points and Mounts (all
backup)

1	City Commission	05/19/2021	approve	Pass
	Action Text: A motion was made to approve on the Consent Agenda			
		Aye: - 5	Mayor Ortis, Vice Mayor Good Jr., Commissioner Schwartz, Commissioner Castillo, and Commissioner Siple	
		Nay: - 0		

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

(A) Baptist Health South Florida, Inc. - Programming to Improve the Health and Wellness of
Members of COPP/Senior Center - Renewal

ITEM (B) WILL NOT BE 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:

(B) AIP US LLC - Network Access Points and Mounts - 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 Agreement shown below is listed on the Contracts Database Report for renewal.

(A) Baptist Health South Florida, Inc. - Programming to Improve the Health and Wellness of Members of COPP/Senior Center - Renewal

1. On September 3rd, 2020, the City entered into an Agreement with Baptist Health South Florida, Inc. for an initial one (1) year period, commencing on September 1st, 2020 and expiring on August 31st, 2021.
2. The City of Pembroke Pines Community Services Department utilizes Baptist Health South Florida, Inc. for Professional Health and Wellness Events and Baptist Health South Florida has been providing exercise classes at no cost to our members.
3. Following the Centers for Disease Control and Prevention guidelines of social distancing to promote infection prevention in light of Coronavirus (COVID-19), Baptist Health South Florida postponed all in-person community health classes, providing "Virtual" or "Hybrid Format" classes. FREE virtual exercise classes to our members are being held twice per week (Mondays and Fridays) by a professional instructor provided by the City, with the total number of classes not to exceed two (2) per week.
4. Section 3.1 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
5. The Community Services Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment

Agenda Request Form Continued (21-0415)

for the one (1) year renewal term commencing on September 1st, 2021 and ending on August 31st, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$470.00. The reimbursement rate is being raised from \$45 to \$50 per hour. The professional instructor provided by the City pay rate will range from between \$50 - \$65 per hour.

b) Amount budgeted for this item in Account No: Revenue Acct
001-000-8001-347556-0000-000-0000 Recreation Classes FY20-21 \$350, FY21-22 \$4,870.
Expense account 001-569-8001-534990-0000-000-0000 Contractual Services Other.

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

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

	Current FY	FY 2021-22
Revenues	\$350.00	\$4,400.00
Expenditures	\$350.00	\$4,870.00
Net Cost	\$0.00	\$470.00

e) Detail of additional staff requirements: Not Applicable

(B) AIP US LLC - Network Access Points and Mounts - Non-Renewal

1. On October 2, 2019, the City entered into a Continuing Purchase Agreement with AIP US LLC for an initial two (2) year period commencing on September 18, 2019 and expiring on September 17, 2021.

2. The City of Pembroke Pines Public Service Departments contracts AIP US LLC to provide indoor and outdoor wireless access points along with mounts.

3. Section 2.2 of the Original 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.

4. The products are no longer needed by the City and the Technology Services Department will not be renewing the Agreement.



COLLABORATION AGREEMENT
FOR THE PROMOTION OF HEALTH AND WELLNESS
BETWEEN THE CITY OF PEMBROKE PINES AND
BAPTIST HEALTH SOUTH FLORIDA, INC.

THIS IS AN AGREEMENT ("Agreement"), dated the 3rd day of September, 2020, by and between:

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

and

BAPTIST HEALTH SOUTH FLORIDA, INC. a not for profit corporation as listed with the Florida Division of Corporations, with a business address of **6855 Red Road, Suite #600, Coral Gables, FL 33143-3632** (hereinafter referred to as the "BAPTIST"). CITY and BAPTIST may hereinafter be referred to collectively as the "Parties."

RECITALS:

WHEREAS, the CITY operates the Southwest Focal Point Senior Center (hereinafter referred to as the "CENTER") and provides services to those eligible individuals served by the CENTER; and,

WHEREAS, each of the Parties offers programming and facilities for improving the health and wellness of members of the community; and,

WHEREAS, the Parties desire to collaborate on opportunities to leverage their respective resources to promote health and wellness; and,

WHEREAS, Section 35.34 of the CITY's Code of Ordinances authorizes CITY, by a majority vote of the City Commission, to enter into a mutually beneficial arrangement with a private business entity for the specific benefit of the citizens and residents of the CITY provided that no public funds are expended in furtherance of such arrangement. If approved, all such other private businesses within the CITY that provide the same or similar goods or services shall be fully afforded the same or similar business opportunity; and,

WHEREAS, CITY desires to engage BAPTIST to perform the services required; and,

WHEREAS, on the 3rd day of September, 2020, the City Commission approved the mutually beneficial arrangement described herein and authorized the proper CITY officials to enter into Agreement with BAPTIST.



WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the Parties 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
SERVICES AND RESPONSIBILITIES

2.1 General Collaboration. The Parties agree to meet as needed at mutually convenient times and places to discuss opportunities for each Party to participate in the special health and wellness events sponsored and/or promoted by the other Party. Subject to the Parties agreement to hold health screenings, exercise classes and educational programs, the CITY agrees to use its best efforts to promote the events being offered by BAPTIST at CENTER. BAPTIST acknowledges that CITY provides other programs and events at CENTER, and BAPTIST's ability to use CENTER for its events and programs shall be on a space available basis as reasonably determined by the CITY.

2.2 Health Screenings. The Parties desire to make available to the community, various health screening opportunities which may include screening for cholesterol, glucose, blood pressure, body composition and osteoporosis (collectively, "Screenings"). The CITY will provide reasonable space for BAPTIST to provide Screenings at CENTER at minimum six times per year. In furtherance thereof, CITY will make available, at no charge, qualified professionals to perform such Screenings. Both Parties understand and agree that (1) BAPTIST shall not bill CITY or any third party payer for any Screenings provided; (2) participating in Screenings is not conditioned on the use of any other goods or services; (3) no additional medical services shall be offered free of charge or at a discount; and (4) if any Screenings indicate "abnormal" findings, the participant will be directed to his/her own health care professional for follow up. If participant does not have a health care professional, CITY will provide him/her with information on its Physician Referral Service.

2.3 Exercise Classes. The Parties desire to make available to the community, exercise classes at no cost to the community. BAPTIST shall pay the cost for such classes hosted at CENTER. Accordingly, upon a mutually agreed upon schedule, the CITY will provide reasonable space at the CENTER for BAPTIST to provide exercise classes for a minimum of ten (10) community participants per class. In furtherance thereof, CITY will make available, at no charge to community participants, qualified professionals to provide such classes.

2.3.1 The Parties hereby agree that the exercise classes described herein shall be held either "In Person" at the CENTER, "Virtually," or in a "Hybrid format" (limited in person



participants at the CENTER with other participants connecting virtually), in accordance with municipal, state, federal directives, and the Center for Disease Control ("CDC") guidelines, and according to the schedules set forth herein, and with the total number of classes not to exceed two (2) per week.

2.3.2 The Parties hereby agree that the exercise classes described herein shall be either Low Impact or High Impact as set forth here below:

- (a) Low Impact of varied modalities, including but not limited to Yoga, chair exercises and related exercise classes, or
- (b) High Impact of varied modalities, including but not limited to Zumba, JoyDanz, Senior Total Fitness and related exercise classes.

2.3.3 The Parties agree that BAPTIST shall pay the cost of those classes set forth on the schedule below ("Classes") at the rates set forth on the schedule below ("Rates"). For those Classes that BAPTIST has agreed to pay, CITY shall offer those Classes to community participants for free and will no longer charge community participants to attend such Classes. In addition, BAPTIST will provide CITY with BAPTIST marketing collateral (including t-shirts for the Class instructors and/or Class participants). CITY shall invoice BAPTIST on a monthly basis, in arrears, for each Class that took place in accordance with the schedules below. Cancelled or rescheduled classes will not be paid unless approved in advance in writing by both Parties. Together with the invoice, CITY shall provide BAPTIST with the participant list for each Class.

In Person Class Schedule

Class*	Day of Week*	Time of Day*	Rate*
Exercise (Low Impact)	Monday	10-11 am	\$45
Exercise (High Impact)	Friday	12-1 pm	\$45

Virtual Class Schedule

Class*	Day of Week*	Time of Day*	Rate*
Exercise (Low Impact)	Monday	9-10 am	\$45
Exercise (High Impact)	Friday	9-10 am	\$45

Hybrid Class Schedule

Class*	Day of Week*	Time of Day*	Rate*
Exercise (Low Impact)	Monday	10-11 am	\$45



Exercise (High Impact)	Friday	12-1 pm	\$45
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*Any changes to these schedules must be mutually agreed to by both Parties in writing.

2.3.4 The Parties agree that the Classes are CITY Classes and the instructors are employees or contractors of CITY. The Parties understand and agree that the instructors are not employees or contractors of BAPTIST. CITY shall be responsible for the registration of each community participant attending a Class. In addition to any CITY forms, CITY shall also obtain a release of liability form for BAPTIST (on a form provided by BAPTIST) from each community participant attending a Class. Furthermore, BAPTIST (through its program coordinator or other designee) may visit these Classes to engage and inform participants and instructors on who BAPTIST is, where BAPTIST is located and services BAPTIST provides.

2.4 Educational Programs. The Parties desire to make available to the community, educational programs. Accordingly, upon a mutually agreed upon schedule, CITY will provide reasonable space at the CENTER for BAPTIST to provide educational programs for a minimum of ten (10) community participants per program. In furtherance thereof, CITY will make available, at no charge, qualified professionals to provide such classes.

2.5 Marketing. The CITY agrees to use its best efforts to promote classes, educational programs and screening events taking place at the CENTER or at the Medical Plaza in Pembroke Pines (if mutually agreed to in writing by the Parties), via its marketing vehicles including, but not limited to, their monthly calendar, city channel, city newspaper, and housing newsletter.

2.6 Sponsorship. CITY will allow BAPTIST to participate in specified events sponsored by CITY, as reasonably determined by CITY subject to CITY's applicable rules and regulations for those events.

2.7 Representatives. Each Party designates a primary representative for purposes of this Agreement. Initially, the CITY's primary contact will be Silvia Aguilar and BAPTIST's primary representative will be Chantis Matilla.

2.8 Non-Exclusivity. The relationship between CITY and BAPTIST created hereunder and the services to be provided by BAPTIST pursuant to Agreement are non-exclusive. CITY shall be free to pursue and engage similar relationships with other contractors to perform the same or similar services performed by BAPTIST hereunder, so long as no other consultant shall be engaged to perform the specific project(s) assigned to BAPTIST while BAPTIST is so engaged without first terminating such assignment. BAPTIST shall be free to pursue relationships with other parties to perform the same or similar services, whether or not such relationships are for services to be performed within the City of Pembroke Pines, so long as no such relationship shall result in a conflict of interest, ethical or otherwise, with the CITY's interests in the services provided by BAPTIST hereunder.

2.9 HIPAA Compliance. The Parties hereby agree to comply with the applicable provisions of the Federal Privacy Rule promulgated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as contained in 45 CFR Parts 160 and 164 ("the HIPAA Privacy Rule"). The Parties



agree not to use or further disclose any protected health information ("PHI"), as defined in 45 CFR 164.504, other than as permitted by this Agreement and the requirements of the HIPAA Privacy Rule and to implement appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. The Parties will promptly report to each other any use or disclosure of PHI not provided for by this Agreement or in violation of the HIPAA Privacy Rule of which they become aware. If the Parties contract with any agents to whom they provide PHI, the Parties will include provisions in such agreements whereby BAPTIST or CITY and agent agree to the same restrictions and conditions that apply to BAPTIST or CITY with respect to uses and disclosures of PHI. The Parties will make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services to the extent required for compliance with the HIPAA Privacy Rule. Both BAPTIST and CITY may de-identify any and all PHI for educational purposes created or received by BAPTIST or CITY under this Agreement, provided, however, that the de-identification conforms to the requirements of the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and 164, Subparts A and E. To the extent that information has not been de-identified, the Parties will either return or destroy the information. To the extent that it is not feasible to return or destroy the information, the Parties will continue to safeguard the PHI beyond the termination of this Agreement to the extent required for compliance with HIPAA Privacy Rule and not use or disclose the PHI for purposes other than those which make the return or destruction infeasible.

ARTICLE 3

TERM AND TERMINATION

3.1 This Agreement shall commence on **September 1, 2020** and terminate on **August 31, 2021** (the "Term"). This Agreement may be extended for additional (1) year periods by the Parties upon the execution of a written amendment hereto.

3.2 This Agreement may be terminated by either Party for cause, or by either Party for convenience. If terminated for convenience, the terminating Party shall provide to the other Party thirty (30) days' written notice, in which event each Party shall be paid its compensation for services performed to termination date.

ARTICLE 4

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

CITY or BAPTIST may request changes that would increase, decrease, or otherwise modify the modalities of the collaboration described herein. Such changes or additional collaboration must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

ARTICLE 5



INDEMNIFICATION

5.1 BAPTIST agrees that the covenants and representations relating to indemnification shall survive the term of this Agreement and continue in full force and effect as to each Party's responsibility to indemnify.

5.2 BAPTIST shall indemnify and hold harmless the CITY and its officers, employees, 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 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 BAPTIST or its employees, agents, servants, partners, principals or subcontractors. BAPTIST 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 attorneys' fees which may issue thereon.

5.3 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.

ARTICLE 6 INSURANCE

6.1 **Reserved.**

ARTICLE 7 NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

Baptist is committed to providing equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, ancestry, sex, pregnancy, national origin, age, disability, marital status, familial status orientation, or any other characteristic protected by applicable federal, state and local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, corrective action, termination, layoff, recall, transfer, leaves of absence, compensation, and training. BAPTIST expressly prohibits any form of unlawful harassment or discrimination based on race, color, religion, ancestry, sex, pregnancy, national origin, age, disability, marital status, familial status or sexual orientation or any other characteristic protected by applicable federal, state, and local laws.

ARTICLE 8 INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that BAPTIST is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social



Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. BAPTIST shall retain sole and absolute discretion in the judgment of the manner and means of carrying out BAPTIST's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of BAPTIST, which policies of BAPTIST shall not conflict with CITY, State, or United States policies, rules or regulations relating to the use of BAPTIST's funds provided for herein. BAPTIST agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between BAPTIST and the CITY and the CITY will not be liable for any obligation incurred by BAPTIST, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9

AGREEMENT SUBJECT TO FUNDING

This Agreement shall remain in full force and effect only as long as any expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 10

UNCONTROLLABLE FORCES

10.1 Neither CITY nor BAPTIST shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing Party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a Party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming Party. It includes, but is not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

10.2 Neither Party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming Party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming Party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other Party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 11

GOVERNING LAW AND VENUE

11.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.



11.2 Change in Law. This Agreement is intended to comply with existing federal, state and local laws, rules and regulations. However, the Parties acknowledge that the existing law and regulations may change and that the courts, or federal or state agencies with appropriate jurisdiction, may change their interpretation of existing law. Upon the enactment or amendment of any federal, state or local law or regulation, or upon the issuance of any judicial or interpretive ruling of any existing federal, state or local law or regulation, that renders this Agreement illegal or materially changes the obligations of the Parties, either Party may notify the other Party of such event. The Parties shall use their best efforts during a fifteen (15) day period after such notice is sent to mutually agree to such amendments to this Agreement as to permit its valid and legal continuation. If after such fifteen (15) day period, the Parties are unable to agree to amend this Agreement, this Agreement shall automatically terminate.

ARTICLE 12

SIGNATORY AUTHORITY

At CITY's request BAPTIST shall provide CITY with copies of requisite documentation evidencing that the signator for BAPTIST has the authority to enter into this Agreement.

ARTICLE 13

BANKRUPTCY

It is agreed that if BAPTIST 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 14

MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between BAPTIST and CITY, and all 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 BAPTIST and CITY with the same formality and equal dignity herewith.

ARTICLE 15

DISPUTE RESOLUTION

15.1 In the event that a dispute, if any, arises between CITY and BAPTIST relating to this Agreement, performance or compensation hereunder, the Parties shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

15.2 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by BAPTIST fails to meet reasonable standards of the trade after CITY gives written notice to BAPTIST of the deficiencies as set forth in the written notice within fourteen (14) calendar days of the receipt by BAPTIST of such notice from CITY.



ARTICLE 16
PUBLIC RECORDS

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

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

16.1.2 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;

16.1.3 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, BAPTIST shall destroy all copies of such confidential and exempt records remaining in its possession after BAPTIST transfers the records in its possession to the CITY; and

16.1.4 Upon completion of the Agreement, BAPTIST shall transfer to the CITY, at no cost to the CITY, all public records in BAPTIST's possession. All records stored electronically by BAPTIST 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.

16.2 The failure of BAPTIST 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 BAPTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BAPTIST'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

ARTICLE 17
SCRUTINIZED COMPANIES



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

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

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

17.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

17.1.2.2 Is engaged in business operations in Syria.

ARTICLE 18 **MISCELLANEOUS**

18.1 Reserved.

18.2 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.

18.3 Records. BAPTIST shall preserve and, to the extent allowed by law and not otherwise protected from disclosure, make available all supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of three (3) years after termination of this Agreement; or, if an audit by a governmental agency has been initiated and audit findings have not been resolved, at the end of these three (3) years, then the records shall be retained until resolution of the audit findings. In connection with any services provided pursuant this contract, BAPTIST agrees to comply with the requirements of the Florida Public Records Act (Chapter 119, Florida Statutes).

18.4 Assignments; Amendments. This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by BAPTIST without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of BAPTIST 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.



18.5 **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, BAPTIST 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, 4 th 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
Copy To:	Jay Shechter, Community Services Director Southwest Focal Point Senior Center City of Pembroke Pines 301 Northwest 103 rd Avenue Pembroke Pines, Florida 33026 Telephone No. (954) 450-6884 Facsimile No. (954) 450-6899
BAPTIST:	Chantis Matilla, Manager, Community Health Health South Florida, Inc. 6855 Red Road, Suite #600 Coral Gables, FL 33143-3632 E-mail: ChantisM@baptisthealth.net Telephone No: (954) 837-1345 Cell phone No: (305) 793-2552

18.6 **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.

18.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

18.8 **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.

18.9 **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.

18.10 **Attorneys' 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.

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

18.12 **Counterparts and Execution.** 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.

18.13 **Electronic Signatures.** 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.

18.14 **Compliance with Statutes.** It shall be each Party'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. BAPTIST and CITY each expressly represent, warrant and covenant that no remuneration shall be made at any time, directly or indirectly, by either Party to any person or entity as an inducement or remuneration for the referral or admission of a patient, or any of its affiliates, and neither Party shall take any action in violation of any applicable healthcare fraud and abuse laws.

18.15 **Adverse Impact on Tax Status.** Adverse Impact on Tax Status. Nothing in this Agreement shall be construed to require BAPTIST to take any action or omit to take any action which, in the reasonable opinion of tax or bond counsel, may have an adverse impact on the tax exempt status of BAPTIST or result in the imposition of intermediate sanctions under Section 4958 of the Internal Revenue Code of 1986, as amended ("Sanctions"). On BAPTIST or its officers or directors. In the



event implementation of any provisions of this Agreement presents in the reasonable opinion of counsel for BAPTIST a material risk of loss of BAPTIST tax exempt status or the imposition of Sanctions. or if any provision of this Agreement is held invalid, illegal or unenforceable, BAPTIST and CITY shall promptly negotiate in good faith a lawful, valid and enforceable provision that is an similar in terms to such invalid or possibly invalid provision as may be possible while giving effect to then future benefits and burdens accruing to the Parties hereunder, and which removes the risk, if any, of loss of BAPTIST tax exempt status and/or the imposition of Sanctions, and the remaining provisions of this Agreement shall remain binding on the Parties hereto.

18.16 **Intellectual Property**. Neither Party shall use any trademark, service mark, trade name, or logo of the other Party (or any of its affiliates), including any portions thereof, including without limitation any office or unofficial name, or any fictitious name of the other Party, without the prior written consent of the other Party. Neither Party shall infringe on any trademarks, copyrights, or any other intellectually property rights of the other Party or any of its affiliates.

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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.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

By:

CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

Name: JULIE KLAHR

OFFICE OF THE CITY ATTORNEY



BAPTIST:

BAPTIST HEALTHCARE SOUTH FLORIDA, INC.

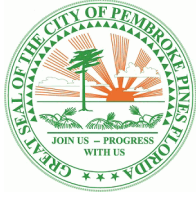


**Ms. Mayra Rose, Corporate
Director, Contracts & Sourcing**

Digitally signed by: MayraCR

Reason: 1. I am approving this document.

Date: 8/14/2020 10:30:12 AM



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 3.

File ID: 20-0625

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 08/17/2020

Short Title: Baptist Health South Florida

Final Action: 09/03/2020

Title: MOTION TO APPROVE THE COLLABORATION AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES/SOUTHWEST FOCAL POINT SENIOR CENTER AND BAPTIST HEALTH SOUTH FLORIDA FOR THE PROMOTION OF HEALTH AND WELLNESS FOR A ONE (1) YEAR PERIOD COMMENCING SEPTEMBER 1, 2020 TO AUGUST 31, 2021.

***Agenda Date:** 09/03/2020

Agenda Number: 3.

Internal Notes:

Attachments: 1. SWFP JCA20-10-2021

1 City Commission 09/03/2020 approve Pass
Action Text: A motion was made to approve on the Consent Agenda
Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Good Jr., Commissioner Schwartz, and Commissioner Castillo
Nay: - 0

MOTION TO APPROVE THE COLLABORATION AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES/SOUTHWEST FOCAL POINT SENIOR CENTER AND BAPTIST HEALTH SOUTH FLORIDA FOR THE PROMOTION OF HEALTH AND WELLNESS FOR A ONE (1) YEAR PERIOD COMMENCING SEPTEMBER 1, 2020 TO AUGUST 31, 2021.

SUMMARY EXPLANATION AND BACKGROUND:

1. Original Agreement passed with Agenda Item# 14-2922 in January, 2014. Baptist Health South Florida has been providing health screenings and exercise classes at no cost to our members. Subsequently the original agreement was renewed for additional years with the last 7th Amendment completed for the period of June 1, 2019 to May 31, 2020.
2. Following the Centers for Disease Control and Prevention guidelines of social distancing to promote infection prevention in light of Coronavirus (COVID-19), Baptist Health South Florida will be postponing all in-person community health classes. The Collaboration Agreement for the Promotion of Health and Wellness will provide exercise classes in an effort to continue Baptist Health South Florida's mission. As per this agreement the classes shall be help either "In Person" at the Center, "Virtually" or in a "Hybrid Format". FREE virtual exercise classes to our members will be held twice a week via zoom by a professional instructor provided by the City.
3. Virtual Classes Schedule consist of: Low Impact including but not limited to Yoga, chair exercise and related exercise classes, and High Impact including but not limited to Zumba, Joy Danz, Senior Total Fitness. Exercise classes will be held twice a week Mondays and Fridays 9:00 AM - 10:00 AM.,with the total number of classes not to exceed two (2) per week.
4. The City will invoice Baptist once a month for each class that took place in accordance with the schedule. The reimbursement rate for the Low Impact and High Impact classes is \$45.00 per class.
5. Requesting Commission approval to continue providing services to our Senior Community.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** Approximately \$120 for FY19-20 and \$1,780 for FY20-21. The professional instructor provided by the City pay rate will range between \$50/hr to \$65/hr.
- b) **Amount budgeted for this item in Account No:** Revenue Account 1-347556-8001 Recreation Classes by Staff, Six (6) classes calculated for FY19-20 and Eighty nine (89) for FY20-21 at a pay rate of \$45 per class. Expense Account: 1-569-8001-34990 Contractual Serv-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".

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$270.00	\$4,005.00			
Expenditures	\$390.00	\$5,785.00			

Net Cost	\$120.00	\$1,780
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e) Detail of additional staff requirements: Not Applicable