



**SIXTH AMENDMENT TO PARTNERSHIP AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
MIRAMAR-PEMBROKE PINES REGIONAL CHAMBER OF COMMERCE, INC.**

THIS AMENDMENT ("Sixth 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

MIRAMAR-PEMBROKE PINES REGIONAL CHAMBER OF COMMERCE, INC., a Not For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **15800 Pines Boulevard, Suite 313 Pembroke Pines, FL 33027**, hereinafter referred to as "CHAMBER". "CITY" and "CHAMBER" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **December 6, 2016**, the Parties entered into a Partnership Agreement ("Original Agreement") whereby the Parties agreed to collaborate 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 for an initial **one (1) year**, which expired on **November 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 **December 1, 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 **November 30, 2018**; and,

WHEREAS, on **November 28, 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 **November 30, 2019**; and,

WHEREAS, on **December 1, 2019**, the Parties executed the Third Amendment to the Original Agreement, as amended, to renew the term for **one (1) year**, which expired on **November 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 **November 30, 2021**; and,



WHEREAS, on **August 4, 2021**, the Parties executed the Fifth Amendment to the Original Agreement, as amended, to renew the term for **one (1) year**, which expires on **November 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 for **one (1) year** which shall commence on **December 1, 2022**, and naturally expire on **November 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 **December 1, 2022**, and naturally expire on **November 30, 2023**.

SECTION 3. In the event of any conflict or ambiguity by and between the terms and provisions of 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 4. 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 5. 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 6. 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 7. 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.



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: _____
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

BY: _____
CHARLES F. DODGE, CITY MANAGER

Print Name: _____
OFFICE OF THE CITY ATTORNEY

CHAMBER:

MIRAMAR-PEMBROKE PINES REGIONAL
CHAMBER OF COMMERCE, INC.

Signed By: Patricia Archer

Printed Name: Patricia Archer

Title: President



City of Pembroke Pines

**FIFTH AMENDMENT TO
PARTNERSHIP AGREEMENT BETWEEN
THE CITY OF PEMBROKE PINES AND
MIRAMAR-PEMBROKE PINES REGIONAL CHAMBER OF COMMERCE, INC.**

THIS AMENDMENT ("Fifth Amendment"), dated this 4th 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

MIRAMAR-PEMBROKE PINES REGIONAL CHAMBER OF COMMERCE, INC., a Not For Profit Corporation as listed with the Florida Division of Corporations, and with a business address of **9001-B Pembroke Road, Pembroke Pines, FL 33025**, hereinafter referred to as "CHAMBER". "CITY" and "CHAMBER" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **December 6th, 2016**, the Parties entered into a Partnership Agreement ("Original Agreement") whereby the Parties agreed to collaborate 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 for an initial **one (1) year period**, which expired on **November 30th, 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 **March 8th, 2018** *nunc pro tunc* **December 1st, 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 **November 30th, 2018**; and,

WHEREAS, on **November 28th, 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 **November 30th, 2019**; and,

WHEREAS, on **December 4th, 2019** *nunc pro tunc* **December 1st, 2019**, the Parties executed the Third Amendment to the Original Agreement, as amended, to renew the term of the Original Agreement, as amended for an additional one (1) year period which expired on **November 30th, 2020**; and,



City of Pembroke Pines

WHEREAS, on **August 5th, 2020**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to revise and supplement the terms contained therein and to renew and to renew the term for an additional one (1) year period which expires on **November 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 renew the term of Original Agreement, as amended, for a one (1) year period commencing on **December 1st, 2021** and expiring on **November 30th, 2022** and to supplement the terms contained therein 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 renewal term which shall commence on **December 1st, 2021** and naturally expire on **November 30th, 2022**.

SECTION 3. Scrutinized Companies. CHAMBER, 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:

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

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

3.2.1 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

3.2.2 Is engaged in business operations in Syria.



City of Pembroke Pines

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

4.1 Definitions for this Section.

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

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

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

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

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

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

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

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



City of Pembroke Pines

the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 5. 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 6. 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 7. 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 8. 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 9. 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 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 August 10, 2021

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MARLENE D. GRAHAM, CITY CLERK

BY:

Frank C. Ortis
MAYOR FRANK C. ORTIS

DocuSigned by:

BY: Charles F. Dodge August 10, 2021

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:

Danielle Schwabe August 10, 2021

013E807C191D4EF...

Print Name: Danielle Schwabe

OFFICE OF THE CITY ATTORNEY

CHAMBER:

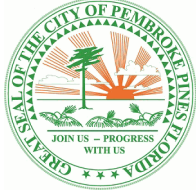
MIRAMAR-PEMBROKE PINES REGIONAL
CHAMBER OF COMMERCE, INC.

Signed By:

Name:

Title:

Patricia Archer
Patricia Archer
President



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 27.

File ID: 21-0687

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 07/27/2021

Short Title: Contracts Database Report - August 4th, 2021

Final Action: 08/04/2021

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) Edgenuity, Inc. - Student Online Services-Renewal
- (C) Nearpod, Inc. - Student Engagement Platform - Renewal
- (D) The School Board of Washington County, Florida, Panhandle Area Education Consortium ("PAEC") - Professional Development Plan for Teachers - Renewal
- (E) Granicus, Inc. - Legistar Software Maintenance - Renewal
- (F) Pines Care Medical Center, LLC - Lease Agreement (Silver Emporium) - Renewal
- (G) Cobblestone Systems Corp.-Contracts Management Software- Renewal
- (H) Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. - Trustee Partnership Agreement - Renewal
- (I) FileOnQ, Inc. - Public Safety Platform - Renewal
- (J) Municipal Emergency Services, Inc. - Purchase of Police Uniforms - Renewal
- (K) Choices for Life, Inc.-Business Lease-Renewal
- (L) Custom Tree Care, Inc. - Disaster and Debris Management Services - Renewal

Agenda Request Form Continued (21-0687)

(M) D & J Enterprises, Inc. - Disaster and Debris Management Services -
Renewal

(N) TFR Enterprises, Inc. - Disaster and Debris Management Services -
Renewal

(O) Mulch CO-OP (Advanced Mulch, Inc., Adwood, Inc., Eastcoast Mulch and
Superior Mulch) - Mulch CO-OP Agreement # E-42-17 - Renewal

(P) Miami Art Services-Art Installation at the Frank Gallery-Renewal

(Q) Sierra Lifecare, Inc-Professional Nursing Services- Renewal

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

(S) Polydyne, Inc.-Purchase of Polymer- Second Renewal

***Agenda Date:** 08/04/2021

Agenda Number: 27.

Internal Notes:

Attachments: 1. Contracts Database Report - August 4, 2021, 2. A. In Rem Solutions, Inc-Grant Writing Services- (AB), 3. B. Edgenuity-Online Services for Charter Schools (All Backup), 4. C. Nearpod FY2021-22 Agreement (all backup), 5. D. PAEC PDC Resolution 2021-2022 (all backup), 6. E. Granicus Inc - Legistar Software Maintenance and CC Services (All Backup), 7. F. Pines Care Medical Center LLC - Acct#2461 (Silver Emporium) (AB), 8. G. Cobblestone Systems Corp. - Contracts Management (Orig & 2nd Year) (All Backup), 9. H. MPPRCC - Partnership Agreement - (AB), 10. I. FileOnQ, Inc - Public Safety Platform (ALL BACKUP), 11. J. Municipal Emergency Services, Inc. (Argo) - Purchase of Police Uniforms (AB), 12. K. Choices for Life, Inc. - Commercial Lease Agreement (All Backup), 13. L. Custom Tree Care, Inc. - Disaster & Debris Management (all backup), 14. M. D & J Enterprises, Inc. - Disaster & Debris Management (all backup), 15. N. TFR Enterprises, Inc. - Disaster & Debris Management (all backup), 16. O. City of Pompano Beach - Mulch Co-Op Agreement E-42-17 (All Backup), 17. P. Miami Art Services LLC - Art Installation Services - ALL BACKUP, 18. Q. Sierra Lifecare Inc-Professional Nursing & Healthcare Services-(Orig-2nd) (AB), 19. R. Civic Plus, Inc. - City Website etc. (all backup), 20. S. Polydyne - Purchase of Polymer 2nd Amendment (ALL Backup)

1	City Commission	08/04/2021	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

Agenda Request Form Continued (21-0687)

FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

- (A) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal
- (B) Edgenuity, Inc. - Student Online Services-Renewal
- (C) Nearpod, Inc. - Student Engagement Platform - Renewal
- (D) The School Board of Washington County, Florida, Panhandle Area Education Consortium ("PAEC") - Professional Development Plan for Teachers - Renewal
- (E) Granicus, Inc. - Legistar Software Maintenance - Renewal
- (F) Pines Care Medical Center, LLC - Lease Agreement (Silver Emporium) - Renewal
- (G) Cobblestone Systems Corp.-Contracts Management Software- Renewal
- (H) Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. - Trustee Partnership Agreement - Renewal
- (I) FileOnQ, Inc. - Public Safety Platform - Renewal
- (J) Municipal Emergency Services, Inc. - Purchase of Police Uniforms - Renewal
- (K) Choices for Life, Inc.-Business Lease-Renewal
- (L) Custom Tree Care, Inc. - Disaster and Debris Management Services - Renewal
- (M) D & J Enterprises, Inc. - Disaster and Debris Management Services - Renewal
- (N) TFR Enterprises, Inc. - Disaster and Debris Management Services - Renewal
- (O) Mulch CO-OP (Advanced Mulch, Inc., Adwood, Inc., Eastcoast Mulch and Superior Mulch) - Mulch CO-OP Agreement # E-42-17 - Renewal
- (P) Miami Art Services-Art Installation at the Frank Gallery-Renewal
- (Q) Sierra Lifecare, Inc-Professional Nursing Services- Renewal
- (R) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal
- (S) Polydyne, Inc.-Purchase of Polymer- Second 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 17th, 2018 *nunc pro tunc* October 1st, 2017, the City entered into a Professional Grant Writing Services Agreement with In Rem Solutions, Inc. for an initial one (1) year period, which expired on September 30th, 2018.
2. The City of Pembroke Pines Administration Department utilizes In Rem Solutions, Inc. to provide Professional Writing Services.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal period upon mutual consent of the Parties.
4. To date the Agreement has had four (4) Amendments, including four (4) one (1) year renewals which extended the term of the Original Agreement to September 30th, 2021.
5. The Administration Department has been satisfied with the performance and execution of the Original Agreement and recommends the City Commission approve the Fifth Amendment to extend the term for an additional one (1) year 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:** Estimated annual amount \$75,000. (\$150.00 per hour, on an as-needed basis. Annual cost is based on approved projects.)
- b) **Amount budgeted for this item in Account No:** 1-519-0800-531500-0000-000-0000 (Professional 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

(B) Edgenuity, Inc. - Student Online Services-Renewal

Agenda Request Form Continued (21-0687)

1. On August 5, 2020, the City entered into the Original Agreement with Edgenuity, Inc. for a one (1) year period, commencing on August 1, 2020 and naturally expiring on July 31, 2021.
2. Edgenuity, Inc. is an online content provider that specializes in providing K-12 digital educational resources and instructional services to the City's Charter Schools.
3. Section 8a of the Original Agreement authorizes the renewal of the Original Agreement for an additional one (1) year renewal term upon mutual consent, evidenced by a written Amendment.
4. The City's Charter Schools are satisfied with the performance and execution of the Original Agreement and recommend that the City Commission approve this First renewal for the one (1) year renewal term commencing on August 1, 2021 and expiring on July 31, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Estimated Renewal Cost: \$56,250

b) Amount budgeted for this item in Account No: The estimated renewal cost of \$56,250 to be budgeted within the FY2021-22 Charter School budget within the following budget accounts pending the number of enrollments:

School Site	Account Description	Account Coding	Amount
West Middle	Software <1000 &/or licenses	171-569-5052-552652-5102-369-0000-00553	\$ 17,000.00
West Middle	Professional &Tech Services	171-569-5052-531310-6400-310-0000-00553	\$ 750.00
Central Middle	Software <1000 &/or licenses	171-569-5052-552652-5102-369-0000-00554	\$ 17,000.00
Central Middle	Professional &Tech Services	171-569-5052-531310-6400-310-0000-00554	\$ 750.00
AVHS	Software <1000 &/or licenses	172-569-5053-552652-5103-369-0000-	\$ 20,000.00
AVCS	Professional &Tech Services	172-569-5053-531310-6400-310-0000-	\$ 750.00
	Total		\$ 56,250.00

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

(C) Nearpod, Inc. - Student Engagement Platform - Renewal

1. On September 3, 2020, the City entered into an Agreement with Nearpod, Inc. for an initial one (1) year period, commencing on August 17, 2020 and expiring on October 6, 2021.
2. Nearpod, Inc. provides licenses for access to Nearpod and Flocabulary online learning materials for the City's Charter Schools, grades K-12.
3. The Original Agreement allows for the term to be renewed automatically for successive periods of one (1) year.

Agenda Request Form Continued (21-0687)

4. The City's Charter Schools are satisfied with the performance and execution of the Original Agreement and recommend that the City Commission approve the Renewal Agreement for the term commencing on October 7, 2021 and expiring on October 6, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$47,700.00

b) Amount budgeted for this item in Account No:

East Elementary	170-569-5051-552652-5101-369-0000-00550	\$3,996
East Elementary	170-569-5051-552652-5102-369-0000-00550	\$1,967
West Elementary	170-569-5051-552652-5101-369-0000-00551	\$3,975
West Elementary	170-569-5051-552652-5102-369-0000-00551	\$1,988
Central Elementary	170-569-5051-552652-5101-369-0000-00552	\$3,995
Central Elementary	170-569-5051-552652-5102-369-0000-00552	\$1,968
West Middle	171-569-5052-552652-5102-369-0000-00553	\$5,963
Central Middle	171-569-5052-552652-5102-369-0000-00554	\$5,962
Academic Village	172-569-5053-552652-5102-369-0000	\$5,962
Academic Village	172-569-5053-552652-5103-369-0000	\$5,962
FSU	173-569-5061-552652-5101-369-0000	\$3,995
FSU	173-569-5061-552652-5102-369-0000	<u>\$1,967</u>
Total		\$47,700

(Non-capital Software & License -Software < than \$1000 &/or lic)

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

(D) The School Board of Washington County, Florida, Panhandle Area Education Consortium ("PAEC") - Professional Development Plan for Teachers - Renewal

1. On June 30, 2020, the City entered into an Agreement with The School Board of Washington County, Florida, Panhandle Area Education Consortium ("PAEC") for an initial one (1) year period, commencing July 1, 2020 and expiring June 30, 2021.

2. The Pembroke Pines-Florida State University Charter Elementary School participates in the professional development plan for teachers through the Panhandle Area Educational Consortium (PAEC.) This professional development plan allows teachers to participate in trainings, record in-service points for re-certification, and fulfill requirements for added endorsements. PAEC requires approval for all plans and contracts through the governing board of each school.

3. Section VI of the Original Agreement authorizes the renewal of the Original Agreement for an additional one (1) year renewal term. Dean Damon Andrew from the Florida State University

Agenda Request Form Continued (21-0687)

District has signed the contract to renew the professional development plan for the teachers of the Pembroke Pines-Florida State University Charter Elementary School. In addition, the dues for these services will be paid by Florida State University.

4. The Charter School FSU Campus is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this renewal for the term commencing July 1, 2021 and ending June 30, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$0.00
- 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) Granicus, Inc. - Legistar Software Maintenance - Renewal

1. On October 11, 2016, the City entered into a Service Agreement with Granicus, Inc. for an initial three (3) year period, commencing on October 11, 2016 and expiring on October 10, 2019.

2. The City of Pembroke Pines City Clerk Department utilizes Granicus, Inc. to provide Legistar Software Maintenance and Closed Captioning Services.

3. Section 8.1 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.

4. The City included additional services into the Original Agreement on December 21, 2016 (HD Streaming), January 8, 2018 (Recurring Captioning Services), and March 5, 2018 (Closed captioning of archived footage), through the First, Second and Third Amendments, respectively.

5. The City executed the Fourth and Fifth Amendments on October 2, 2019 and on August 24, 2020, respectively, which renewed the term of the Original Agreement, as amended, for the first and second, one (1) year renewal terms, with the current term expiring on September 30, 2021.

6. The City Clerk Department has been satisfied with the performance and execution of the Original Agreement and recommends the City Commission approve this Sixth Amendment for the third, one (1) year renewal term commencing on October 1, 2021 and expiring on September 30, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$73,735.33
- b) **Amount budgeted for this item in Account No:** 001-519-1001-534995-0000-000-0000

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(Maintenance Contracts)

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

(F) Pines Care Medical Center, LLC - Lease Agreement (Silver Emporium) - Renewal

1. On November 4th, 2013, the City entered into an Agreement with Pines Care Medical Center, LLC for an initial three (3) year period, which expired on November 3rd, 2016.

2. Pines Care Medical Center, LLC leases the premises Silver Emporium located at 501 NW 103rd Avenue, Pembroke Pines, FL 33026.

3. The Original Agreement, as amended, may be renewed upon the mutual consent of the City and Pines Care Medical Center, LLC, as evidenced by a written amendment extending the term thereof.

4. On January 4th, 2017, the City executed the First amendment to the Original Agreement to extend the term of the Original Agreement up to and including November 3rd, 2021.

5. The Community Services Department is satisfied with the performance of the Original Agreement and recommends that the City Commission approve this Second Amendment for an additional three (3) year period commencing on November 4th, 2021 and ending on November 3rd, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Revenue:** \$73,064.52 - Rent Charge as of 11/1/2021 is \$5,717.10 plus Tax \$371.61 for a total amount of \$6,088.71.

b) **Amount budgeted for this item in Account No:** 001-000-8002-362030-0000-000-0000
(Rental - City Facilities)

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

d) **3 year projection of the operational cost of the project:**

	Year 1	Year 2	Year 3
Revenue	\$66,975.81	\$73,064.52	\$6,088.71
Expenditures	\$0.00	\$0.00	\$0.00
Net Revenue	\$66,975.81	\$73,064.52	\$6,088.71

(G) 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, which expired on November 25, 2020.

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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 and online approval process.
3. Section 2 of the Original Agreement allows for additional one (1) year renewal terms.
4. On August 5, 2020, the City Commission approved the first renewal of the Agreement for a one (1) year renewal term which naturally expires on November 25, 2021.
5. The Finance Department recommends that the City Commission approve the continuation of the Original Agreement for the second one (1) year renewal term commencing on November 26, 2021 and expiring on November 25, 2022, as allowed by the Original Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$25,517.27
- b) **Amount budgeted for this item in Account No:** 1-513-2001-552652-0000-000-0000
(Non-Capital Software and License)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **1 year projection of the operational cost of the project:** Not Applicable

	FY-2022
Revenues	0.00
Expenditures	\$25,517.27
Net Cost	\$25,517.27

**(H) Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. - Trustee
Partnership Agreement - Renewal**

1. On December 6th, 2016, the City entered into a Trustee Partnership Agreement with The Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. for an initial one (1) year period, which expired on November 30th, 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. Section 3.1 of the Original Agreement, as amended authorizes the renewal of the Original Agreement on an annual basis upon mutual consent, evidenced by a written Amendment extending the term thereof.
4. To date the Agreement has had four (4) Amendments, including four (4) additional one (1) year renewal periods which extended the term of the Original Agreement, as amended to November 30th, 2021.
5. The Planning & Economic Development Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this

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Fifth Amendment for an additional one (1) year period commencing December 1st, 2021 and ending November 30th, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$8,000.00

b) Amount budgeted for this item in Account No:

001-519-800-554100-0000-000-0000-00000 (Memberships Dues Subscription)

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

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

	Year 1	Year 2
Revenues	\$.00	\$.00
Expenditures	\$6,666.70	\$1,333.30
Net Cost	\$6,666.70	\$1,333.30

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

1. On January 10th, 2018, the City entered into a purchase and maintenance Agreement with FileOnQ, Inc. for an initial one (1) year period, which expired on January 14th, 2019.

2. The City of Pembroke Pines Police Department contracts FileOnQ, Inc, to provide the software and software maintenance for a public safety platform comprised of EvidenceOnQ (property-evidence management software), DigitalOnQ (digital evidence management software), and OnQ QuarterMaster (supply-equipment management software).

3. Section 3.4 of the Original Agreement authorizes the renewal of the Original Agreement for three (3) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment extending the term thereof.

4. To date the Agreement has had three (3) amendments, extending the term of the Original Agreement to September 30th, 2021.

5. The Police Department has been satisfied with the performance and execution of the Original Agreement, as amended and recommends the City Commission to approve this Fourth Amendment to extend the term of the Original Agreement for an additional one (1) year period commencing on October 1st, 2021 and expiring on September 30th, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$24,851.00

b) Amount budgeted for this item in Account No: 001-521-3001-534995-0000-000-0000 (Other Svc - IT)

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

Agenda Request Form Continued (21-0687)**d) 5 year projection of the operational cost of the project** Not Applicable**(J) Municipal Emergency Services, Inc. - Purchase of Police Uniforms - Renewal**

1. On November 30th, 2015, the City entered into an Agreement with Gold Nugget Uniform d/b/a Argo Uniform for an initial two (2) year period, which expired on October 31st, 2017.
2. The City's Police Department utilized Gold Nugget Uniform d/b/a Argo uniform to purchase uniforms and accessories for all uniformed employees on an as-needed basis.
3. Section 2.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) year periods based on Contractor's acceptance level of performance, approval funding by the City Commission and upon mutual written consent, evidenced by a written Amendment to the Original Agreement, as amended extending the term thereof.
4. To date the Agreement has had two (2) Amendments, including two (2) additional two (2) year renewals which extended the term of the Agreement to October 31st, 2021.
5. On or about May 18th, 2021, Gold Nugget Uniform, Inc. d/b/a Argo Uniform Co. was acquired by Municipal Emergency Services, Inc.
6. The City and Municipal Emergency Services, Inc. signed an Assignment and Assumption Agreement, subject to ratification by the City Commission on August 4th, 2021 Commission meeting.
7. The City's Police Department is satisfied with the performance and execution of the Original Agreement, as amended and recommends that the City Commission approve this Second Amendment to extend the term for an additional two (2) year renewal term commencing on November 1st, 2021 and ending on October 31st, 2023 and ratify the City Manger's approval of the Assignment and Assumption Agreement.

FINANCIAL IMPACT DETAIL:**a) Renewal Cost:** \$105,000.00

b) Amount budgeted for this item in Account No: \$95,000.00 in account # 001-521-3001-552600-0000-000-0000 (Clothing/Uniform); and \$10,000.00 in account # 001-529-3001-552600-0000-000-0000-09007 (Clothing/Uniform).

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

	Current FY	Year 2	Year 3
Revenues	\$.00	\$.00	\$.00
Expenditures	\$96,250.00	\$105,000.00	\$8,750.00
Net Cost	\$96,250.00	\$105,000.00	\$8,750.00

(K) Choices for Life, Inc.-Business Lease-Renewal

1. On October 15, 2020, the City entered into an Agreement with Choices for Life, Inc. for an initial one (1) year period, which naturally expires on November 1, 2021.
2. Choices for Life, Inc. leases the premises located at 6700 NW 13 St., Pembroke Pines, FL 33025.
3. Section 2.1 of the Original Agreement authorizes the renewal of the Original Agreement for four (4) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Public Services Department would like to extend the Business Lease Agreement for an additional one (1) year period commencing on November 2, 2021 and expiring on November 1, 2022.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Revenue:** \$56,896.08
- b) **Amount budgeted for this item in Account No:** Funds are currently budgeted for this project in account #001-000-6001-362030-0000-000-0000 (Rental city facilities)
- 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	\$56,896.08	\$56,896.08	\$56,896.08	\$56,896.08	\$56,896.08
Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Revenue	\$56,896.08	\$56,896.08	\$56,896.08	\$56,896.08	\$56,896.08

(L) Custom Tree Care, Inc. - Disaster and Debris Management Services - Renewal

1. On September 13, 2018, the City entered into an Agreement with Custom Tree Care, Inc. for an initial three (3) year period, commencing on September 1, 2018 and expiring on October 30, 2021.
2. Custom Tree Care, Inc. provides disaster and debris management services on an as-needed basis in the event of a City, County, State or Federally declared emergency.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional three (3) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The City Administration is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the

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first three (3) year renewal term commencing on October 31, 2021 and expiring on October 30, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: None at this time.

b) Amount budgeted for this item in Account No: Funds are not budgeted for this item as this solicitation is to be used on an as needed basis in an emergency situation resulting from catastrophic events, such as Hurricanes. FEMA's regulations require the City to have a pre-positioned written contract with its consultants to be used in Catastrophic Events. This agreement would potentially be invoked for City, County, State and Federally declared emergency disaster events which threatens the life, safety or welfare of the citizens of Pembroke Pines.

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

(M) D & J Enterprises, Inc. - Disaster and Debris Management Services - Renewal

1. On September 13, 2018, the City entered into an Agreement with D & J Enterprises, Inc. for an initial three (3) year period, commencing on September 1, 2018 and expiring on October 30, 2021.

2. D & J Enterprises, Inc. provides disaster and debris management services on an as-needed basis in the event of a City, County, State or Federally declared emergency.

3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional three (3) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. The City Administration is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the first three (3) year renewal term commencing on October 31, 2021 and expiring on October 30, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: None at this time.

b) Amount budgeted for this item in Account No: Funds are not budgeted for this item as this solicitation is to be used on an as needed basis in an emergency situation resulting from catastrophic events, such as Hurricanes. FEMA's regulations require the City to have a pre-positioned written contract with its consultants to be used in Catastrophic Events. This agreement would potentially be invoked for City, County, State and Federally declared emergency disaster events which threatens the life, safety or welfare of the citizens of Pembroke Pines.

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- 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

(N) TFR Enterprises, Inc. - Disaster and Debris Management Services - Renewal

1. On September 13, 2018, the City entered into an Agreement with TFR Enterprises, Inc. for an initial three (3) year period, commencing on September 1, 2018 and expiring on October 30, 2021.
2. TFR Enterprises, Inc. provides disaster and debris management services on an as-needed basis in the event of a City, County, State or Federally declared emergency.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional three (3) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The City Administration is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the first three (3) year renewal term commencing on October 31, 2021 and expiring on October 30, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** None at this time.
- b) **Amount budgeted for this item in Account No:** Funds are not budgeted for this item as this solicitation is to be used on an as needed basis in an emergency situation resulting from catastrophic events, such as Hurricanes. FEMA's regulations require the City to have a pre-positioned written contract with its consultants to be used in Catastrophic Events. This agreement would potentially be invoked for City, County, State and Federally declared emergency disaster events which threatens the life, safety or welfare of the citizens of Pembroke Pines.
- 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

(O) Mulch CO-OP (Advanced Mulch, Inc., Adwood, Inc., Eastcoast Mulch and Superior Mulch) - Mulch CO-OP Agreement # E-42-17 - Renewal

1. On November 14th, 2017, the City of Pompano Beach approved to enter into a CO-OP Agreement with Advanced Mulch, Inc., Adwood, Inc., Eastcoast Mulch, and Superior Mulch for an initial one (1) year period which expired on November 14th, 2018.
2. The Public Services and Recreation and Cultural Arts Departments purchase various types of mulch from Advanced and Eastcoast Mulch.

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3. The Original Agreement allows for four (4) additional one (1) year renewal periods upon mutual consent.
4. The Original Agreement has been renewed three (3) times extending the term to November 14th, 2021.
5. The renewal letter from the City of Pompano Beach for the last renewal period will be provided once it has been approved by its Commission. The City's Contracts Division confirmed with the City of Pompano Beach that the aforementioned Agreement is in process of being renewed for the last renewal period and it is anticipated to be completed by the end of August or beginning of September 2021.
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. The Public Services Department recommends that the City approves the utilization of the last renewal term, of the CO-OP Agreement, commencing on November 15th, 2021 and ending on November 14th, 2022, 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 # 001-539-6004-546161-0000-000-0000- (R&M Landscaping) and 001-572-7001-546150-0000-000-0000- (R&M Land Bldg. & Improvement)
- 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

	FY21-22	FY22-23
Revenues	\$0.00	\$0.00
Expenditures	\$221,154.00	\$28,846.00
Net Cost	\$221,154.00	\$28,846.00

(P) Miami Art Services - Art Installation at the Frank Gallery - Renewal

1. On August 21, 2019, the City commission approved the Agreement between the City and Miami Art Services, Inc. for an initial two (2) year period, naturally expiring September 30, 2021.

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2. Miami Art Services, Inc. provides professional art installation services at the Frank art gallery.
3. Section 3.2 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 Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the first two (2) year renewal term commencing October 1, 2021 and ending September 30, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$52,000 over a two year period
- b) **Amount budgeted for this item in Account No:**
001-573-7010-534990-0000-000-0000-00350 (Other Services)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **2 year projection of the operational cost of the project**

	Current FY	Year 2
Revenues	\$0	\$0
Expenditures	\$26,000	\$26,000
Net Cost	\$26,000	\$26,000

(Q) Sierra Lifecare, Inc - Professional Nursing Services - Renewal

1. On November 1, 2017, the City Commission approved the Professional Services Agreement between the City and Sierra Lifecare, Inc. for an initial two (2) year period which expired on July 31, 2019.
2. Sierra Lifecare, Inc. provides the Pembroke Pines Charter Schools with professional nursing services on an as needed basis.
3. Section 3.2 of the Original Agreement allows for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On June 4, 2018, the City Commission approved the First Amendment to the Original Agreement to include nursing services for the City's summer camp program for an initial two (2) month period expiring on August 10, 2018.
5. On May 15, 2019, the City Commission Approved the Second Amendment to the Original Agreement, as amended, to renew the terms of the Agreement, as amended, for a two (2) year period commencing on August 1, 2019 and naturally expiring on August 31, 2021.

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6. The City's Recreation and Cultural Arts Department recommend the City Commission approve this Third Amendment for the last two (2) year renewal term commencing on September 1, 2021 and expiring on August 31, 2023, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$6,100 (on as needed basis based on needs of campers.)
- b) **Amount budgeted for this item in Account No:** 001-572-7001-534990-0000-000-0000 (Other Services)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **2 year projection of the operational cost of the project**

	Year 1	Year 2
Revenues	\$0.00	\$0.00
Expenditures	\$6,100.00	\$6,100.00
Net Cost	\$6,100.00	\$6,100.00

(R) 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. On August 5, 2020, the City Commission approved the second one (1) year continuation of the Agreement commencing on January 31, 2021 and ending on January 30, 2022.
7. 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, 2022 and ending on January 30, 2023, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

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- a) **Renewal Cost:** \$94,581.18
- b) **Amount budgeted for this item in Account No:** Account:
001-513-2002-546801-0000-000-0000- (I.T. Maintenance contracts)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:**

	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditures	\$93,079.89	\$97,733.88	\$102,620.58	\$107,751.60	\$113,139.18
Net Cost	\$93,079.89	\$97,733.88	\$102,620.58	\$107,751.60	\$113,139.18

(S) Polydyne, Inc.-Purchase of Polymer-Second Renewal

1. On November 13, 2019, the City Commission approved the City to enter into a Continuing Purchase Agreement with Polydyne, Inc. for an initial period of ten months, expiring September 30, 2020.
2. The City of Pembroke Pines Utilities Department utilizes Polydyne, Inc.to provide CLARIFLOC A-3333P polymer for the Water Treatment Plant.
3. Section 4.2 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On June 3, 2020, the City Commission approved the First Amendment between the City and Polydyne, Inc. which renewed the Original Agreement for an additional one (1) year period commencing on October 1, 2020 and naturally expiring on September 30, 2021.
5. The Utilities Department recommends that the City Commission approve this Second Amendment for the second one (1) year renewal term commencing on October 1, 2021 and expiring on September 30, 2022 as allowed by the Original Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$29,930 (\$1.46/lb x 20,500 lbs)
- b) **Amount budgeted for this item in Account No:** \$29,930 available 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



**FOURTH AMENDMENT TO THE PARTNERSHIP AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
THE MIRAMAR-PEMBROKE PINES REGIONAL CHAMBER OF COMMERCE, INC.**

THIS IS AN 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

THE MIRAMAR-PEMBROKE PINES REGIONAL CHAMBER OF COMMERCE, INC., a not for profit corporation as listed with the Florida Division of Corporations, with a business address of 9001-B Pembroke Road, Pembroke Pines, FL 33025, hereinafter referred to as "CHAMBER". "CITY" and "CHAMBER" may be collectively referred to as the "Parties".

WHEREAS, on December 6, 2016, the CITY and CHAMBER entered into the Partnership Agreement whereby the Parties agreed to formalize the relationship in order to increase the level of member benefits offered by the CHAMBER and facilitate the growth of the CHAMBER for the benefit of the residents and business in the regional community for an initial one (1) year period effective as of December 1, 2016 and terminating on November 30, 2017; and,

WHEREAS, on March 8, 2018, *nunc pro tunc*, December 1, 2017, the Parties executed the First Amendment to the Original Agreement which amended Section 3.1 of the Original Agreement to change the renewal terms from automatic renewal by mutual consent to renewal by written mutual consent, included the provisions for Public Records as required by statutory amendments imposed since the Parties entered into the Original Agreement, and provided for the first renewal term commencing on December 1, 2017, and terminating on November 30, 2018; and,

WHEREAS, the Original Agreement, as amended, authorized the renewal of the Agreement on an annual basis upon the mutual consent of the Parties; and,

WHEREAS, on November 28, 2018, the Parties executed the Second Amendment to the Original Agreement, as amended, to include the provisions for Scrutinized Companies as required by statutory amendments imposed since the Parties entered into the Original Agreement, and to provide for the second renewal term commencing on December 1, 2017, and terminating on November 30, 2018; and,

WHEREAS, on December 4, 2019, *nunc pro tunc*, December 1, 2019, the Parties executed the Third Amendment to the Original Agreement, as amended, to provide for the third, one (1) year renewal term commencing on December 1, 2019 and terminating on November 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, as amended, 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 Section 5.1 Notice; and,

WHEREAS, the Parties also seek to execute the fourth **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. Section 5.1 of the Original Agreement, as amended, is hereby amended as set forth below:

5.1 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or such other courier service with proof of receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and 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, CHAMBER 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



CHAMBER

Robert Goltz, President
Miramar-Pembroke Pines Regional Chamber of Commerce
9001-B Pembroke Road
Pembroke Pines, FL 33025
Telephone No: (954) 432-9808
Facsimile No: (954) 432-9193

SECTION 3. The Original Agreement, as amended, is hereby renewed for the **one (1) year** renewal period commencing on **December 1, 2020** and terminating on **November 30, 2021**.

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of this Fourth Amendment, the Third Amendment, the Second Amendment, the Amendment, and the Original Agreement, as amended, 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 Amendment, the Second Amendment, the Third Amendment, and this Fourth Amendment, 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 Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

SECTION 7. 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 8. 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.

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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,
CITY CLERK

8/11/2020

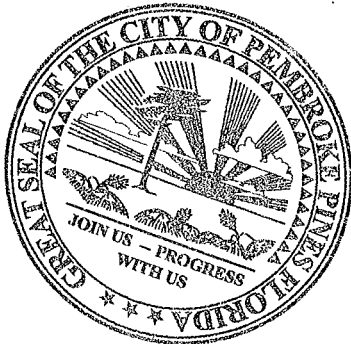
CITY:

CITY OF PEMBROKE PINES

By: 
CHARLES F. DODGE
CITY MANAGER

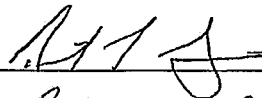
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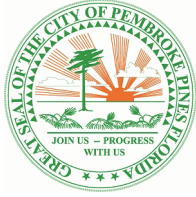

8/10/2020
OFFICE OF THE CITY ATTORNEY



CHAMBER:

THE MIRAMAR-PEMBROKE PINES
REGIONAL CHAMBER OF COMMERCE,
INC.

Signed By: 
Print Name: Robert L. Goltz
Title: President/CEO



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 20

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)

Indexes:

- | | | | | |
|------|--|------------|--|------|
| 1 | City Commission | 08/05/2020 | approve | Pass |
| | Action Text: A motion was made to approve Sections (A),(B),(C),(D),(E),(G),(H),(I),(J),(K),(L),(M),(N),(O),(P), and (Q) on the Consent Agenda. Section (F) was pulled for discussion. | | | |
| | | | Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Good Jr., Commissioner Schwartz, and Commissioner Chanzas | |
| | | | Nay: - 0 | |
|
 | | | | |
| 1 | City Commission | 08/05/2020 | reject | Pass |
| | Action Text: A motion was made by Commissioner Good, Jr., seconded by Commissioner Chanzas, to reject Section (F) of Item 20 Mullings, Odums & Sunset Sod CO-OP, 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: | | | |
| | | | Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Good Jr., Commissioner Schwartz, and Commissioner Chanzas | |
| | | | Nay: - 0 | |
-

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	\$.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	\$.00	\$.00	\$.00
Expenditures	\$.00	\$.00	\$.00	\$.00	\$.00
Net Revenue	\$8,161.47	\$2,720.49	\$.00	\$.00	\$.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 to 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	\$.00	\$.00	\$.00	\$.00	\$.00	
Expenditures	\$179,600.00		\$.00	\$.00	\$.00	\$.00
Net Cost	\$179,600.00		\$.00	\$.00	\$.00	\$.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:** \$90,979.52
- b) **Amount budgeted for this item in Account No:** \$90,979.52: 1-513-2002-46801 IT

Contractual services

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

Rojas, Dominique

From: Graham, Marlene
Sent: Thursday, August 20, 2020 11:17 AM
To: Rojas, Dominique
Cc: Garcia, Oniel
Subject: FW: Case Update: 00880238 - ARF Agenda request form stops short [ref:_00D4618MW9._5004A1z8Tor:ref]

Dominique,

See the explanation from Granicus below regarding the problem with the ARF. They are saying the text file has a character count limit.

Marlene D. Graham, CMC, City Clerk

CITY OF PEMBROKE PINES

601 City Center Way
Pembroke Pines, FL 33025

Phone: 954-450-1050

Fax: 954-517-8402

Website: www.ppines.com

Email: mgraham@ppines.com

Public Records Request Email: publicrecordsrequests@ppines.com



From: support@granicus.com [mailto:support@granicus.com]

Sent: Thursday, August 20, 2020 9:03 AM

To: Graham, Marlene <mgraham@ppines.com>

Subject: Case Update: 00880238 - ARF Agenda request form stops short [ref:_00D4618MW9._5004A1z8Tor:ref]

This sender is trusted.



Case Update

Hi Marlene,

Thank you for contacting customer support. Legistar file reports have a character limit for the body of the file. We are unable to increase that limit at this time. It is best practice to attach large text amounts to the file instead of placing it in the file text itself.

Please let me know if you have any other questions.

Thank you,
Heather Guss

Please visit our Granicus support portal and knowledge base at support.granicus.com to access training content and technical "how-to's." You can also view the current status of Granicus applications and services by visiting status.granicus.com.

ref:_00D4618MW9._5004A1z8Tor:ref-#SLAE#



ref:_00D4618MW9._5004A1z8Tor:ref



**THIRD AMENDMENT TO THE PARTNERSHIP AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
THE MIRAMAR-PEMBROKE PINES REGIONAL CHAMBER OF COMMERCE, INC.**

THIS IS AN AGREEMENT ("Agreement"), dated this 4th day of December 2019, *nunc pro tunc* **December 1, 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

THE MIRAMAR-PEMBROKE PINES REGIONAL CHAMBER OF COMMERCE, INC., a not for profit corporation as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, with a business address of **9001-B Pembroke Road, Pembroke Pines, FL 33025**, hereinafter referred to as "CHAMBER". "CITY" and "CHAMBER" may be collectively referred to as the "Parties".

WHEREAS, on December 6, 2016, the CITY and CHAMBER entered into the Partnership Agreement whereby the Parties agreed to formalize the relationship in order to increase the level of member benefits offered by the CHAMBER and facilitate the growth of the CHAMBER for the benefit of the residents and business in the regional community; and,

WHEREAS, the Original Agreement, as amended, authorized the renewal of the Agreement on an annual basis upon the mutual consent of the Parties; and,

WHEREAS, on March 8, 2018, *nunc pro tunc*, December 1, 2017, the Parties executed the First Amendment to the Original Agreement which amended Section 3.1 of the Original Agreement to change the renewal terms from automatic renewals to written mutual consent, amended Section 5.16 and Section 5.17 with the addition of Florida's Public Records Language, and executed the first renewal term commencing on December 1, 2017, and terminating on November 30, 2018; and,

WHEREAS, on November 28, 2018, the Parties executed the Second Amendment to the Original Agreement, as amended, to include certain provisions required by statutory amendments imposed since the Parties entered into the Original Agreement and to provide for an additional one (1) year term commencing on December 1, 2018 and terminating on November 30, 2019; 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 seek to execute the **third one (1) year renewal** option and amend the Original Agreement 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. The Original Agreement is hereby renewed for the one (1) year renewal period commencing on **December 1, 2019** and terminating on **November 30, 2020**.

SECTION 3. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, the Second Amendment, the Amendment, and the Original Agreement, as amended, the terms and provisions of this 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 Amendment, the Second Amendment and this Third 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 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**



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,
CITY CLERK

CITY:

CITY OF PEMBROKE PINES

BY:


CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM


OFFICE OF THE CITY ATTORNEY

CHAMBER:



THE MIRAMAR-PEMBROKE PINES
REGIONAL CHAMBER OF COMMERCE,
INC.

BY:

Print Name: Robert L. Goltz

Title: President / CEO

WITNESSES


Genesis Peña
Print Name

Kenneth Cash

Print Name

STATE OF Florida)
) ss:
COUNTY OF Broward)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Robert Goltz as President of **THE MIRAMAR-PEMBROKE PINES REGIONAL CHAMBER OF COMMERCE, INC.**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **THE MIRAMAR-PEMBROKE PINES REGIONAL CHAMBER OF COMMERCE, 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.

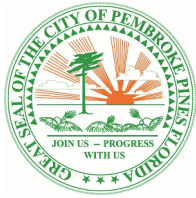
IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 22nd day of November, 2019



Anyoli Font
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG148271
Expires 10/4/2021


NOTARY PUBLIC

Anyoli Font
(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: 13.

File ID: 19-1405

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 11/21/2019

Short Title: Contract Database Report

Final Action: 12/04/2019

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

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

(B) Emilio's BBQ Catering Services Corp. - Lease and Gift Shop/Food Service Management at the Senior Center

(C) JOLIVA Enterprises LLC - Janitorial Services for Senior Center/Rental Housing Facilities

(D) Burnett Lime Company, Inc. - Temporary Lime Feed System Lease and Purchase of Lime Slurry

(E) Safeguard Services, Inc. - Janitorial Services for Charter Schools & Early Development Centers

***Agenda Date:** 12/04/2019

Agenda Number:

Internal Notes:

Attachments: 1. Contracts Database Report - December 4, 2019 - Final, 2. Miramar Pembroke Pines Regional Chamber of Commerce - Third Amendment (All Backup w Vendor Execution), 3. Emilio's BBQ Catering Services Corp. - Lease Agreement (All Backup w Vendor Executed), 4. Joliva Enterprises, LLC - Janitorial Services Senior Center Rental Housing Facilities (All Backup w Vendor Executed), 5. Burnett Lime Company Inc. - CAL~FLO Lime Slurry System Lease & Product Purchase (All Backup w Vendor Executed), 6. Safeguard Services, Inc.-Third Amendment to Janitorial Services for Charter Schools (All Backup w Vendor Executed)

1 City Commission 12/04/2019 approve

Pass

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

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

Nay: - 0

1 City Commission 12/04/2019 approve Pass

Action Text: A motion was made by Commissioner Good, Jr., seconded by Vice Mayor Siple, to approve Section (D) of Item 13 - Burnett Lime Company, Inc. Temporary Lime Feed System lease and Purchase of Lime Slurry. Commissioner Good wanted to receive all performance reviews. The motion carried by the following vote:

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

Nay: - 0

1 City Commission 12/04/2019 approve Pass

Action Text: A motion was made by Commissioner Good, Jr., seconded by Vice Mayor Siple, to approve Section (E) of Item 13 - Safeguard Services, Inc. - Janitorial Services for Charter Schools and Early Childhood Development Centers.

Upon discussion, Commissioner Good made a motion to go out to bid and allow the same terms for future bids without a performance bond, for this particular entity, The motion died for lack of a second.

The main motion made by Commissioner Good, seconded by Vice Mayor Siple carried by the following vote:

Aye: - 4 Mayor Ortis, Commissioner Castillo, Vice Mayor Siple, and Commissioner Schwartz

Nay: - 1 Commissioner Good Jr.

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 Miramar - Pembroke Pines Regional Chamber of Commerce - Trustee Partnership Agreement

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. Section 3.1 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. On March 8, 2018 the Parties executed the Amendment to the Original Agreement to change the renewal terms from automatic renewals to written mutual consent, to amended Section 5.16 and Section 5.17 with the addition of Florida's Public Records Language, and to execute the first renewal term commencing on December 1, 2017, and terminating November 30, 2018.

5. On November 28, 2018, the Parties executed the Second Amendment to the Original Agreement, as amended, to include certain provisions required by statutory amendments imposed since the Parties entered into the Original Agreement and to provide for an additional one (1) year term commencing on December 1, 2018 and terminating on November 30, 2019.

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 December 1, 2019, and expiring November 30, 2020.

FINANCIAL IMPACT DETAIL:

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

(B) Emilio's BBQ Catering Services Corp. - Lease and Gift Shop/Food Service Management at the Senior Center

1. On February 23, 2016, the City entered into a lease and operation management agreement with Emilio's BBQ Catering Services Corp. for an initial three (3) year period, commencing February 23, 2016 and expiring December 31, 2019.

2. The City of Pembroke Pines Community Services Department provides food and gift shop services to our clientele through Emilio's BBQ Catering Services Corp.

3. Section 2.1 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. The Community Services Department recommends that the City Commission approve this First Amendment for the one (1) year renewal term commencing January 1, 2020 and ending

December 31, 2020, as allowed by the agreement.

- a) **Renewal Revenue:** \$10,935.48 (Monthly Rent: \$911.29) plus tax.
- b) **Amount budgeted for this item in Account No:** 1-362046-8001 Rental Community Services.
- 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	\$10,935.48	\$.00	\$.00	\$.00	\$.00
Expenditures	\$.00	\$.00	\$.00	\$.00	\$.00
Net Revenue	\$10,935.48	\$.00	\$.00	\$.00	\$.00

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

(C) JOliva Enterprises LLC - Janitorial Services for Senior Center/Rental Housing Facilities

1. On December 19, 2017, the City entered into a Contractual Services Agreement with JOliva Enterprises LLC for an initial two (2) year period, commencing January 1, 2018 and expiring December 31, 2019.
2. The City of Pembroke Pines Community Service Department utilizes JOliva Enterprises LLC to perform janitorial services at the Senior Center Rental Housing Facilities (Pines Place, Pines Point, Management Office, Carl Shechter SW Focal Point Community Center).
3. Section 3.2 of the Original Agreement allows for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Community Service Department recommends that the City Commission approve this First Amendment for the first two (2) year renewal term commencing January 1, 2020 and ending December 31, 2021, as allowed by the agreement.

- a) **Renewal Cost:** \$250,254.96 Annually
- b) **Amount budgeted for this item in Account No:**
Community Services Dept. 1-569-8001-34500 Contract -Building Maintenance.
Pines Place - 1-554-8002-603-34500 Contract- Building Maintenance.
Pines Point 1-554-8002-34500 Contract- Building Maintenance.
- 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	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Expenditures	\$187,691.22		\$250,254.96	\$62,563.74	\$0.00	\$0.00
Net Cost	\$187,691.22		\$250,254.96	\$62,563.74	\$0.00	\$0.00

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

(D) Burnett Lime Company, Inc. - Temporary Lime Feed System Lease and Purchase of Lime Slurry

1. On February 12, 2019, the City entered into a Lease and Purchasing Agreement with Burnett Lime Company, Inc. for an initial one (1) year period, commencing February 12, 2019 and expiring February 11, 2020.
2. Under this Agreement Burnett Lime Company leases the City a temporary Lime Feed system at the Water Treatment Plant and supplies Cal~Flo Lime Slurry.
3. Section 1.b. of the Original Agreement allows for one (1) additional one (1) year renewal term upon mutual consent.
4. The following is the cost breakdown for the renewal term:

Description	Initial Costs	Renewal Costs	
Installation and Removal Fee		\$ 38,000.00	NA
12 Month Lease @ \$3,000/month		\$ 36,000.00	\$ 36,000.00
Annual Maintenance	\$ 930.00	\$ 930.00	
\$45 per hour repair cost, and parts		\$ 2,000.00	\$ 2,000.00
\$0.085 per liquid pound Lime Slurry		\$ 18,430.00	\$ 56,430.00
Total	\$ 95,360.00	\$ 95,360.00	

5. The Utilities Department recommends that the City Commission approve this First Amendment for the one (1) year renewal term commencing February 12, 2020 and ending February 11, 2021, as allowed by the agreement.

- a) **Renewal Cost:** \$95,360
- b) **Amount budgeted for this item in Account No:**471-533-6031-44200 (Equipment)
- 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) Safeguard Services, Inc. - Janitorial Services for Charter Schools & Early Development Centers

1. On July 20, 2017, the City entered into a contractual service agreement with Safeguard

Services, Inc. for an initial three (3) year period, commencing July 1, 2017 and expiring June 30, 2020.

2. The City of Pembroke Pines Charter Schools and Early Development Centers contract Safeguard Services, Inc. to provide janitorial services.

3. On December 19, 2017, the City entered into the First Amendment of the Original Agreement with Safeguard Services, Inc. to add a contingency amount of \$24,500.

4. On August 7, 2019, the City entered into the Second Amendment of the Original Agreement with Safeguard Services, Inc. to waive the payment and performance bonds.

5. Section 3.2 of the Original Agreement allows for two (2) additional three (3) year renewal terms upon mutual consent, evidenced by a written Amendment.

6. The Charter Schools and Early Development Centers recommend that the City Commission approve this Third Amendment for the first, three (3) year renewal term commencing July 1, 2020 and ending June 30, 2023, as allowed by the agreement.

a) Renewal Cost: Total Renewal Cost for the Charter Schools and Early Development Centers is \$1,320,410.55 annually.

b) Amount budgeted for this item in Account No:

Funds for this expense are allocated in the Charter Schools and City's EDC Contract building maintenance accounts (34500):

East Elementary	170-569-5051-550-34500-7900-350
West Elementary	170-569-5051-551-34500-7900-350
Central Elementary	170-569-5051-552-34500-7900-350
West Middle	171-569-5052-553-34500-7900-350
Central Middle	171-569-5052-554-34500-7900-350
Academic Village	172-569-5053-34500-7900-350
FSU Elementary	173-569-5061-34500-7900-350
East EDC	1-569-5002-203-34500
WCY EDC	1-569-5002-205-34500
West EDC	1-569-5002-208-34500
Central EDC	1-569-5002-209-34500

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

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

Charter Schools (Fiscal Year starts on July 1st and ends on June 30th):

	7/1/19 - 6/30/20	7/1/20 - 6/30/21	7/1/21 - 6/30/22	7/1/22 - 6/30/23
7/1/23 - 6/30/24				
Revenues	N/A	N/A	N/A	N/A
Expenditures	\$1,098,894.30	\$1,098,894.30	\$1,098,894.30	TBD
Net Cost	\$1,098,894.30	\$1,098,894.30	\$1,098,894.30	TBD

Early Development Centers (Fiscal Year starts on October 1st and ends on September 30th):

	10/1/19 - 9/30/20	10/1/20 - 9/30/21	10/1/21 - 9/30/22	10/1/22 - 9/30/23
10/1/23 - 9/30/24				
Revenues	N/A	N/A	N/A	N/A
Expenditures	\$55,379.06	\$221,516.25	\$221,516.25	\$166,137.19
Net Cost	\$55,379.06	\$221,516.25	\$221,516.25	\$166,137.19
				TBD

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



**SECOND AMENDMENT TO THE PARTNERSHIP AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
THE MIRAMAR-PEMBROKE PINES REGIONAL CHAMBER OF COMMERCE, INC.**

THIS AGREEMENT, dated this 28th 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

THE MIRAMAR-PEMBROKE PINES REGIONAL CHAMBER OF COMMERCE, INC., a Florida corporation authorized to do business in the State of Florida, with a business address of 9001 Pembroke Road, #B, Pembroke Pines, FL 33025, hereinafter referred to as "CHAMBER". "CITY" and "CHAMBER" may be collectively referred to as the "PARTIES".

WHEREAS, on **December 6, 2016**, the CITY and CHAMBER entered into the Partnership Agreement whereby the PARTIES agreed to formalize the relationship in order to increase the level of member benefits offered by the CHAMBER and facilitate the growth of the CHAMBER for the benefit of the residents and business in the regional community; and,

WHEREAS, the Original Agreement, as amended, authorized the renewal of the Agreement on an annual basis upon the mutual consent of the parties; and,

WHEREAS, on **March 8, 2018**, *nunc pro tunc*, **December 1, 2017**, the Parties executed the First Amendment to the Original Agreement which amended Section 3.1 of the Original Agreement and changed renewal terms from automatic renewals to written mutual consent; and,

WHEREAS, the First Amendment also amended Section 5.16 and Section 5.17 with the addition of Florida's Public Records Language; and,

WHEREAS, the First Amendment also included the first one (1) year renewal term commencing on **December 1, 2017**, and terminating **November 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 seek to execute the **second one (1) year renewal** option and amend the Agreement in accordance with the terms and conditions set forth herein; and,

WHEREAS, the Parties also seek to Amend Article 5 – Miscellaneous to include the Scrutinized Company Statute; and,



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 **December 1, 2018** and terminating on **November 30, 2019**.

SECTION 3. The Parties hereby agree that Article 5 – Miscellaneous is amended to include the following:

18. **Scrutinized Companies.** CONTRACTOR, 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 Florida Statute 287.135, 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:

18.1 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 s. 215.4725 or is engaged in a boycott of Israel; or

18.2 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:

18.2.1 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 s. 215.473; or

18.2.2 Is engaged in business operations in Syria.

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, the Amendment, and the Original Agreement, as amended, 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 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.

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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.

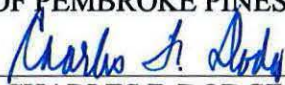
ATTEST:

CITY:



MARLENE D. GRAHAM,
CITY CLERK

11/28/18

CITY OF PEMBROKE PINES

BY: 
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

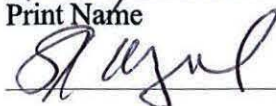

OFFICE OF THE CITY ATTORNEY
Ian Singer for Sam
Goren

CHAMBER:

WITNESSES



Henry A. Rose
Print Name



STEVEN MAZAL
Print Name

THE MIRAMAR-PEMBROKE PINES
REGIONAL CHAMBER OF COMMERCE, INC.

BY: 

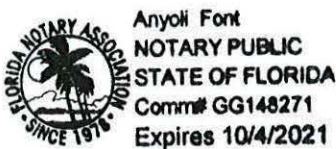
Print Name: Robert Goltz

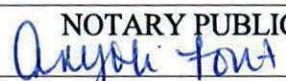
Title: President

STATE OF Florida)
) ss:
COUNTY OF Broward)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Robert Goltz as President/CEO of **THE MIRAMAR-PEMBROKE PINES REGIONAL CHAMBER OF COMMERCE**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **THE MIRAMAR-PEMBROKE PINES REGIONAL CHAMBER OF COMMERCE**, 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 13th day of November, 2018.



NOTARY PUBLIC

(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:

File ID: 18-1046

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 09/04/2018

Short Title: Miramar Pembroke Pines Regional Chamber of
Commerce

Final Action: 09/17/2018

Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR
THE FOLLOWING ITEM LISTED ON THE CONTRACT DATABASE
REPORT:
THE MIRAMAR PEMBROKE PINES REGIONAL CHAMBER OF
COMMERCE TRUSTEE PARTNERSHIP AGREEMENT.

***Agenda Date:** 09/17/2018

Agenda Number:

Internal Notes:

Attachments: 1. Contract Database Report, 2. Miramar Pembroke Pines Chamber of Commerce Partnership
Ax, 3. Memorandum 2018-134 (Chamber of Commerce Matters)

- 1 City Commission 09/17/2018 approve Pass
- Action Text:** A motion was made by Commissioner Castillo, seconded by Commissioner Siple, to approve Item #25 as written to renew the Miramar Pembroke Pines Regional Chamber of Commerce Trustee Partnership Agreement under the same terms and conditions. The motion carried by the following vote:
- Aye: - 4 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz, and
Commissioner Siple
- Nay: - 1 Vice Mayor Good Jr.
- 1 City Commission 09/17/2018 No Action Taken.
- Action Text:** Vice Mayor Good made a motion to amend the renewal of the trustee agreement to include language from Article 3 of the Articles of Incorporation pertaining to political activity and incorporated into the trustee agreement, and that any change in language from Article 3 be first approved by the City Commission. The motion died for lack of a second.
- 1 City Commission 09/17/2018 By Consensus Pass
- Action Text:** A motion was made by Mayor Ortis, seconded by Commissioner Castillo, to agree by consensus to move Regular Item #25 out of sequence to be read prior to the Consent Agenda. The motion carried by the following vote:
- Notes:**
- Aye: - 5 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz,
Commissioner Siple, and Vice Mayor Good Jr.
- Nay: - 0

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEM LISTED ON THE CONTRACT DATABASE REPORT:
THE MIRAMAR PEMBROKE PINES REGIONAL CHAMBER OF COMMERCE TRUSTEE PARTNERSHIP AGREEMENT.

SUMMARY EXPLANATION AND BACKGROUND:

This item went before Commission on August 22, 2018 as Item #25 Section (B) of a Motion to approve the department recommendation for the items listed on the Contract Database Report (File ID # 18-0914). There were a total of four sections (A through D) in the item.

Commissioner Schwartz pulled Section (B) of Item #25 for discussion.

Sections (A), (C) and (D) were approved on Consent.

Section (B) was deferred to the next meeting.

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

1. The City of Pembroke Pines has the option to renew the Partnership Agreement with The Miramar - Pembroke Pines Regional Chamber of Commerce which currently expires on November 30, 2018.
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. Pursuant to Section 3.1 of the Amendment, this agreement may be renewed on an annual basis upon mutual written consent of the Parties.
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 November 30, 2018.
5. The Administration of City of Pembroke Pines has recommended to renew the agreement for an additional one (1) year term, commencing December 1, 2018, and expiring November 30, 2019.
6. On or about December 6, 2016, the City and Chamber entered into a one-year Partnership Agreement whereby the City agreed, among other things, to become a trustee member of the Chamber at a cost of \$8,000.
7. On March 8, 2018 (*nunc pro tunc* December 1, 2017), the City and the Chamber entered into an amendment to the Partnership Agreement, whereby the parties agreed to extend their relationship for one (1) additional year under the same terms and conditions. The current Partnership Agreement, as amended, expires on November 30, 2019.
8. Pursuant to Section 3.1 of the Amendment, this agreement may be renewed on an annual basis upon mutual written consent of the Parties.
9. At the August 22, 2018 Commission Meeting, this item was pulled from the Consent Agenda for discussion and deferred for the City Attorney's review and opinion on how to move forward with these services.
10. Based on the City Attorney's recommendations, the City has the following options, among

others, regarding the deferred item to renew the City's Partnership Agreement with the Chamber:

- a) Renew the Partnership Agreement under the same terms and conditions;
- b) Renew the Partnership Agreement on the condition that the Chamber refrain from political activity at the national, state, county or city level, consistent with the Articles (including the Action Committee);
- c) Choose not to renew its Partnership Agreement with the Chamber.

FINANCIAL IMPACT DETAIL:

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



**AMENDMENT TO THE PARTNERSHIP AGREEMENT BETWEEN
THE MIRAMAR-PEMBROKE PINES REGIONAL CHAMBER OF COMMERCE
AND THE CITY OF PEMBROKE PINES**

THIS AGREEMENT, dated this 8th day of March 2018, *nunc pro tunc*, December 1, 2017 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

THE MIRAMAR-PEMBROKE PINES REGIONAL CHAMBER OF COMMERCE, a Florida corporation, with a business address of 9001 Pembroke Road #B, Pembroke Pines, FL 33025, hereinafter referred to as "CHAMBER". "CITY" and "CHAMBER" may be collectively referred to as the "PARTIES".

WHEREAS, on **December 6, 2016**, the CITY and CHAMBER entered into Partnership Agreement whereby the PARTIES agreed to formalize the relationship in order to increase the level of member benefits offered by the CHAMBER and facilitate the growth of the CHAMBER for the benefit of the residents and business in the regional community; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement on an **annual basis upon the mutual consent** of the Parties; and,

WHEREAS, the Parties desire to amend **Section 3.1** of the **Original Agreement** to change from **automatic renewals to written mutual consent**; 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 specifically seek to execute the **one (1) year renewal** option and amend the Agreement 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 5, entitled “**Miscellaneous**”, is hereby amended by the addition of **Section 5.16** and **Section 5.17**, as follows:

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

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

5.16.2 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;

5.16.3 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 if the chamber does not transfer the records to the CITY; and

5.16.4 Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the chamber or keep and maintain public records required by the CITY to perform the service. If the chamber transfer all public records to the CITY upon completion of the contract, the chamber shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the chamber keeps and maintains public records upon completion of the contract, the chamber shall meet all applicable requirements for retaining public records. All records stored electronically 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.

15.17 The failure of Chamber to comply with the provisions set forth in this agreement/contract shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE CHAMBER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CHAMBER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, 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 3. CITY and CHAMBER hereby agree that **Section 3.1** of the Original Agreement as amended is hereby amend further as follows:

SECTION 3.1 This Agreement may be renewed on an annual basis **upon mutual written consent** of the Parties.

SECTION 4. The Original Agreement is hereby renewed for a **one (1) year renewal** period commencing on **December 1, 2017** and terminating on **November 30, 2018**.

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this 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 First Amendment, shall remain in full force and effect, except as specifically modified herein.

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

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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.

ATTEST:

CITY:

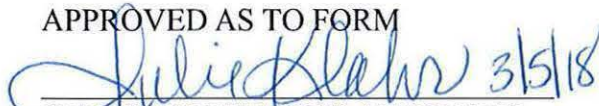

MARLENE D. GRAHAM, 3/8/18
CITY CLERK

CITY OF PEMBROKE PINES

BY: 
CHARLES F. DODGE
CITY MANAGER



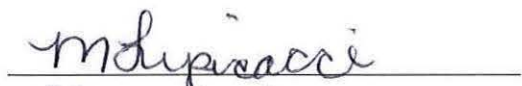
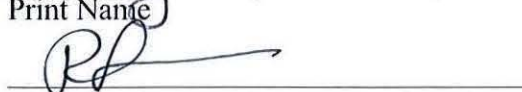
APPROVED AS TO FORM

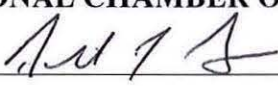

OFFICE OF THE CITY ATTORNEY 3/5/18

CHAMBER:

WITNESSES

THE MIRAMAR PEMBROKE PINES
REGIONAL CHAMBER OF COMMERCE


Misty Lopinacci
Print Name


BY: 
Print Name: Robert Goltz
Title: President/CEO

ROSALYN LEE
Print Name

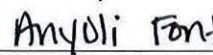
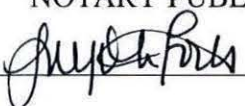
STATE OF Florida)
) ss:
COUNTY OF Broward)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Robert Goltz as President of **THE MIRAMAR PEMBROKE PINES REGIONAL CHAMBER OF COMMERCE** an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **THE MIRAMAR PEMBROKE PINES REGIONAL CHAMBER OF COMMERCE** 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 2nd day of February, 2018.



Anyoli Font
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG148271
Expires 10/4/2021


NOTARY PUBLIC




(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: 25(B)

File ID: 18-0914

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 08/14/2018

Short Title: Contract Database Report

Final Action: 08/22/2018

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

- (A) PCMG, INC., F/K/A TIGER DIRECT, INC. - MICROSOFT LICENSING AND ASSURANCE FOR CITY CHARTER SCHOOLS
- (B) THE MIRAMAR - PEMBROKE PINES REGIONAL CHAMBER OF COMMERCE - TRUSTEE PARTNERSHIP AGREEMENT
- (C) ICON ENTERPRISES., D/B/A CIVICPLUS - ELECTRONIC COMMUNICATION WEBSITE DESIGN AND CONTENT MANAGEMENT SYSTEM
- (D) ESO SOLUTIONS, INC. F/K/A CONDUENT GOVERNMENT SYSTEMS, LLC - FIRE DEPARTMENT RECORDS MANAGEMENT SYSTEM

***Agenda Date:** 08/22/2018

Agenda Number: 25(B)

Internal Notes:

Attachments: 1. PCMG, Inc. fka TigerDirect, Inc. - Master Agreement (ALL BACKUP), 2. Icon Enterprises, Inc. dba Civic Plus - City & Recreation Website (ALL BACKUP), 3. The Miramar-Pembroke Pines Regional Chamber of Commerce - Amendment to the Partnership Agreement with Miramar (ALL BACKUP), 4. Eso Solutions, Inc. - First Amendment to Fire Department SAAS Software (NOT FULLY EXECUTED), 5. Contract Database Report

- | | | | | |
|---|---|------------|---------|------|
| 1 | City Commission | 08/22/2018 | approve | Pass |
| | Action Text: A motion was made to approve Sections (A), (C) and (D) on the Consent Agenda. | | | |
| 1 | City Commission | 08/22/2018 | defer | Pass |
| | Action Text: Commissioner Schwartz pulled Section (B) from Consent Item #25 for discussion. A motion was made by Vice Mayor Good, Jr., seconded by Commissioner Schwartz, to defer the item to the next meeting. The motion carried by the following vote: | | | |
| 1 | City Commission | 08/22/2018 | approve | Pass |
| | Action Text: A motion was made by Commissioner Schwartz, seconded by Commissioner Castillo, to approve Section (B) of Item 25. The motion carried by the following vote: | | | |

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

- (A) PCMG, INC., F/K/A TIGER DIRECT, INC. - MICROSOFT LICENSING AND ASSURANCE FOR CITY CHARTER SCHOOLS
- (B) THE MIRAMAR - PEMBROKE PINES REGIONAL CHAMBER OF COMMERCE - TRUSTEE PARTNERSHIP AGREEMENT
- (C) ICON ENTERPRISES., D/B/A CIVICPLUS - ELECTRONIC COMMUNICATION WEBSITE DESIGN AND CONTENT MANAGEMENT SYSTEM
- (D) ESO SOLUTIONS, INC. F/K/A CONDUENT GOVERNMENT SYSTEMS, LLC - FIRE DEPARTMENT RECORDS MANAGEMENT SYSTEM

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 August 2018 Contract Database Report.

(A) PCMG, Inc. f/k/a Tiger Direct, Inc. - Microsoft Licensing and Assurance for City Charter Schools

1. On November 12, 2015, the City Commission approved to enter into a Licensing & Assurance Agreement with Tiger Direct, Inc. for a three (3) year period commencing November 1, 2015, and expiring October 31, 2018.
2. This Microsoft Licensing and Assurance Agreement is utilized throughout the City's Charter School System.
3. Pursuant to Section 10A of the Original Agreement, it allows for a one-time option to extend the agreement and place additional orders under it for one additional term of 36 full calendar months.
4. On February 1, 2017, the City Commission approved to enter into the First Amendment to the Original Agreement that allowed a change of name from Tiger Direct, Inc. to PCMG, Inc.
5. The IT Department does not recommend that the City renew the agreement; therefore, the IT Department will start the procurement process for these services.

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

1. The City of Pembroke Pines has the option to renew the Partnership Agreement with The

Miramar - Pembroke Pines Regional Chamber of Commerce which currently expires on November 30, 2018.

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. Pursuant to Section 3.1 of the Amendment, this agreement may be renewed on an annual basis upon mutual written consent of the Parties.
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 November 30, 2018.
5. The Administration of City of Pembroke Pines has recommended to renew the agreement for an additional one (1) year term, commencing December 1, 2018, and expiring November 30, 2019.

(C) Icon Enterprises, Inc., d/b/a CivicPlus - Electronic Communication Website Design and Content Management System

1. On January 15, 2013, the City Commission approved to enter into a Service & Licensing agreement with Icon Enterprises, Inc., d/b/a CivicPlus for a one (1) year period commencing January 28, 2013, and expiring January 27, 2014.
2. This Service & Licensing Agreement provides the Technology Services Group with a website and Content Management System including all software and related services for the setup, customization, installation and implementation of the system.
3. Pursuant to Section 14 of the Original Agreement, it allows for additional annual renewals upon payment of yearly invoice.
4. On August 3, 2016, the City Commission approved an Amendment for additional services related to the City's Website.
5. On September 6, 2017, the City Commission approved an Amendment to add Recreational Management Software as an additional service under the existing agreement for a two year period.
6. The IT Department recommends that the City renew this agreement for an additional one (1) year term, commencing on September 21, 2018 and expiring September 20, 2019, as allowed by the agreement.

(D) ESO Solutions, Inc. f/k/a Conduent Government Systems, LLC - Fire Department Records Management System

1. On February 1, 2017, the City Commission approved to enter into a Records Management System Agreement with Conduent Government Systems, LLC. (d/b/a Firehouse Software) for an initial one (1) year period commencing August 22, 2017, and expiring August 21, 2018.
2. On September 29, 2017, ESO Solutions, Inc. purchased all or substantially all of the assets comprising the Firehouse Software suite, including its customer's contracts, from Conduent Government Systems, LLC.
3. ESO Solutions, Inc. f/k/a Conduent Government Systems, LLC. provides a Records Management System to various Fire Departments throughout the City.
4. Pursuant to Section 3.2 of the Original Agreement, this agreement may be renewed for five (5) additional one (1) year terms upon mutual consent, evidenced by a written Amendment.
5. The Fire Department would like to amend the Original Agreement for an additional one (1) year renewal and also include an additional module (SAAS Software) for the Records Management System.
6. SAAS Software has the following three (3) separate applications for its customers:

ESO Electronic Health Record ("EHR") - A SAAS Software Application for prehospital patient documentation.

ESO Personnel Management ("PM") - A SAAS Software Application for tracking personal records, training courses and education history.

ESO Fire - A SAAS Software Application for National Fire Incident Reporting System (NFIRS).

7. The Fire Department would like to add the ESO Electronic Health Record (EHR) Module for the prehospital patient documentation with a first term price of \$24,235.50 and an annual renewal pricing of \$30,375.
8. The Annual Subscription for EHR includes Quality Management, Ad Hoc Reports, Analytics, Patient Tracker, unlimited users, unlimited mobile applications, live support, State and federal data reporting, ongoing weekly web training, and software updates.
9. The Fire Department recommends that the City renew this agreement for an additional one (1) year term, commencing August 22, 2018 and expiring August 21, 2019, and to also include the additional ESO EHR Module.

FINANCIAL IMPACT DETAIL:

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

PARTNERSHIP AGREEMENT

BETWEEN

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

AND

THE CITY OF PEMBROKE PINES, FLORIDA

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

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

and

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

WITNESSETH:

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

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

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

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

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

ARTICLE 1

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

ARTICLE 2 **SERVICES AND RESPONSIBILITIES**

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

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

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

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

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

ARTICLE 3 **TERM AND TERMINATION**

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

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

ARTICLE 4 **INDEMNIFICATION**

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

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

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

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

ARTICLE 5

MISCELLANEOUS

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

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

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

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

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

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

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

5.4 Extent of Agreement. This Agreement represents the entire and integrated agreement between the CITY and the CHAMBER and supersedes all prior negotiations, representations or agreements, either written or oral. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

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

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

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

5.8 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

5.9 Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

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

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

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

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

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

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


(REMAINDER INTENTIONALLY LEFT BLANK)

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

CITY

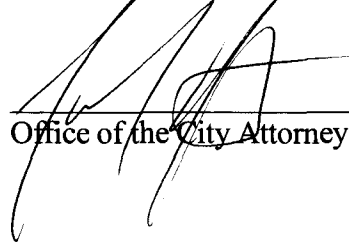
ATTEST:

CITY OF PEMBROKE PINES, FLORIDA:


Marlene Graham, City Clerk


Charles F. Dodge, City Manager

APPROVED AS TO FORM:

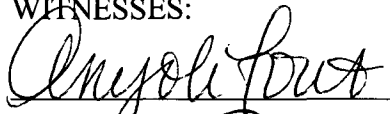
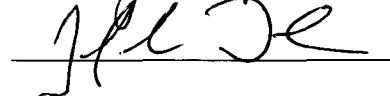

Office of the City Attorney

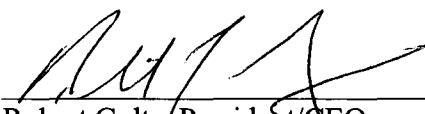


CHAMBER

MIRAMAR-PEMBROKE PINES REGIONAL
CHAMBER OF COMMERCE

WITNESSES:


Robert Goltz, President/CEO

STATE OF FLORIDA)

COUNTY OF Broward) SS:

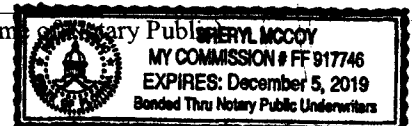
BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Robert Goltz, President/CEO of MIRAMAR-PEMBROKE PINES REGIONAL CHAMBER OF COMMERCE and acknowledged that he is the authorized individual to execute this Agreement on behalf of MIRAMAR-PEMBROKE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

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

(Signature of Notary Public - State of Florida)


(Print, Type or Stamp Commission Name)

Personally Known OR Produced Identification
Type of Identification Produced _____



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

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

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

Dear Mr. Dodge,

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

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

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

Sincerely,

Robert L. Goltz, IOM

President/CEO

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

Charles F. Dodge, City Manager
City of Pembroke Pines

Date

Date

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

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

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

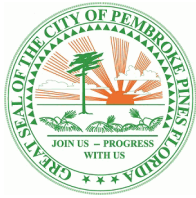
City commitments and financial obligations will be reviewed regularly with the Chamber in order to properly plan for both the city and chamber giving both an opportunity to make any adjustments necessary to support each budget in this fiscal year.

Benefits of the Trusteeship to the City of Pembroke Pines

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

In addition to the above support the MPPRCC offers:

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



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 10.

File ID: 16-0444

Type: Agreements/Contracts

Status: Passed

Version: 0

**Agenda
Section:**

In Control: City Commission

File Created: 11/08/2016

Short Title: Miramar-Pembroke Pines Regional Chamber of
Commerce Partnership/Trustee Agreement

Final Action: 11/14/2016

Title: MOTION TO APPROVE THE LEVEL OF MEMBERSHIP WITH THE
MIRAMAR-PEMBROKE PINES REGIONAL CHAMBER OF COMMERCE
AND DIRECT THE CITY ATTORNEY TO DEVELOP A REVISED
PARTNERSHIP AGREEMENT BETWEEN THE CITY OF PEMBROKE
PINES AND THE CHAMBER.

***Agenda Date:** 11/14/2016

Agenda Number: 10.

Internal Notes:

Attachments: 1. 2016-17 Proposed Pembroke Pines Trustee Agreement, 2. City-Chamber Partnership
Agreements (Historical)

0	Planning and Economic Development Division Director	11/09/2016	sent for approval	Budget	
0	Budget	11/09/2016	Reviewed for Financial Impact Detail	Finance Director	
0	Finance Director	11/09/2016	Approved as to Financial Impact Form	City Attorney	
0	City Attorney	11/09/2016	Reviewed by Legal	Assistant City Manager	
0	Assistant City Manager	11/09/2016	sent for approval	Commission Auditor	
0	Commission Auditor	11/09/2016	Approved by Commission Auditor	City Manager	
0	City Manager	11/09/2016	approved for the agenda	City Clerk	
0	City Commission	11/14/2016	approve		Pass

Action Text: A motion was made by Commissioner Schwartz, seconded by Commissioner Castillo, to approve.
The motion passed by the following vote:

MOTION TO APPROVE THE LEVEL OF MEMBERSHIP WITH THE MIRAMAR-PEMBROKE

PINES REGIONAL CHAMBER OF COMMERCE AND DIRECT THE CITY ATTORNEY TO DEVELOP A REVISED PARTNERSHIP AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND THE CHAMBER.

SUMMARY EXPLANATION AND BACKGROUND:

1. On January 29, 2007, the City entered into a Trustee Partnership Agreement with the Miramar-Pembroke Pines Regional Chamber of Commerce (Chamber) for one year. The City and Chamber have amended this agreement annually.

2. The partnership agreement is currently up for renewal and the City and the Chamber are currently reviewing the agreement. The City and Chamber wish to revise the agreement to provide clarification as to the responsibilities of both parties within the agreement.

3. The previously approved partnerships agreements and amendments have been attached to the agenda item.

4. The Chamber has provided a draft agreement outlining the responsibilities of each party in the agreement. The draft agreement also identifies the benefits and services provided to the City by the Chamber.

5. In summary, the proposed agreement states that the City provides the following to the Chamber:

- A. Platinum Level Membership dues at a cost of \$8,000.
- B. Use of the SW Focal Point Community Center for the monthly membership breakfast.
- C. A link to the Chamber website via the City's website.
- D. Access to the the Local Business Tax Receipt (LBTR) database.
- E. Four seats on the City's Economic Development Board.

6. In summary, the proposed agreement states that Chamber provides the following services to the City:

- A. A seat on the Chamber Board of Directors due to the \$8,000 membership level.
- B. Business assistance and support to local businesses.
- C. Marketing and Advertising of City events and activities through email and additional web presence.
- D. Access to Chamber events including the monthly membership breakfast, Net@Nite events, business education events and ribbon cuttings at no additional cost.
- E. All of the City's departments including the City's Charter Schools are included under the agreement.
- F. Discounts to signature Chamber events including Pinnacle Awards and A Sip of Wine, Taste of Heaven.
- G. Special sponsorship programs.

7. Administration recommends that the City Commission approve the level of membership with the Chamber and direct, the City Attorney to create a revised partnership agreement between the City of Pembroke Pines and the Miramar-Pembroke Pines Chamber of Commerce based on the draft agreement (attached) provided by Chamber.

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

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$8,000 for Membership Dues.
- b) **Amount budgeted for this item in Account No:** \$8,000 in account 1-519-800-54100
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable