



City of Pembroke Pines, FL

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

Agenda Request Form

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**Agenda
Section:**

In Control: City Commission

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Short Title: Contracts Database Report - October 19th, 2022

Final Action: 10/19/2022

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

(A) Clean Harbors Environmental Services, Inc. - Household Hazardous
Waste Collection and Disposal Services - Renewal

(B) Maverick United Elevator, LLC - Elevator Maintenance and Repairs
(City-wide) - Renewal

**ITEMS (C) THROUGH (E) ARE NOT BEING RENEWED, THEREFORE,
NO COMMISSION ACTION IS REQUIRED AS THEY ARE PRESENTED
FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION
35.29 (F) OF THE CITY'S PROCUREMENT CODE:**

(C) Compass Group USA, Inc. - Food Service Management ED-17-05 -
Non-renewal

(D) Vitas Healthcare Corporation of Florida - Palliative and Hospice Care -
Non-renewal

(E) Airgas USA, LLC - Purchase of Carbon Dioxide, Liquid Bulk Delivery
CO-OP - Non-renewal

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

Agenda Number: 20.

Internal Notes:

Attachments: 1. Contracts Database Report - October 19th, 2022, 2. A. Clean Harbors Environmental Services Agreement - HHW (all backup), 3. B. Maverick United Elevator - Elevator Maintenance Citywide (all backup), 4. C. Compass Group USA, Inc. - Food Service (AB), 5. D. Vitas Healthcare - Bereavement, Palliative and Hospice Care (AB), 6. E. Airgas USA - Carbon Dioxide (AB)

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

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

(A) Clean Harbors Environmental Services, Inc. - Household Hazardous Waste Collection and Disposal Services - Renewal

(B) Maverick United Elevator, LLC - Elevator Maintenance and Repairs (City-wide) - Renewal

ITEMS (C) THROUGH (E) ARE NOT BEING RENEWED, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THEY ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(C) Compass Group USA, Inc. - Food Service Management ED-17-05 - Non-renewal

(D) Vitas Healthcare Corporation of Florida - Palliative and Hospice Care - Non-renewal

(E) Airgas USA, LLC - Purchase of Carbon Dioxide, Liquid Bulk Delivery CO-OP - Non-renewal

SUMMARY EXPLANATION AND BACKGROUND:

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

(A) Clean Harbors Environmental Services, Inc. - Household Hazardous Waste Collection and Disposal Services - Renewal

1. On February 2, 2022, the City entered into an Agreement with Clean Harbors Environmental Services, Inc. for an eight (8) month period, which expires on October 23, 2022.

2. Clean Harbors Environmental Services, Inc. provides household hazardous waste collection and disposal services for the City's residents.

3. The Original Agreement provided for an additional two (2) year renewal term should the City of Coconut Creek renew the term of their agreement.

4. On September 22, 2022, the City of Coconut Creek renewed their agreement with Clean Harbors Environmental Services, Inc. for a one (1) year period and increased their prices by 12%.

5. The City's Administration is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve the First Amendment for a one (1) year renewal term commencing on October 24, 2022 and expiring on October 23, 2023, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal: Approximately \$140,000, annually, based on actual usage. Annually, the City determines the rate for residential sanitation, including the cost of providing quarterly events to collect household hazardous waste, in order to cover the cost of providing services.

b) Amount budgeted for this item in Account No:

472-000-6050-343340-0000-000-0000- Sanitation Fee- Disposal; 472 534 6050 543002
0000 000 0000 - Household Hazardous Waste

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

472-534-6050-543001-0000-000-0000 - Residential Disposal

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

	FY 2022-23
Revenues	\$140,000.00
Expenditures	\$140,000.00
Net Cost	\$0.00

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

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

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

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

(B) Maverick United Elevator, LLC. - Elevator Maintenance and Repairs (City-wide) - Renewal

1. On August 4, 2021, the City entered into an Agreement with Maverick United Elevator, LLC. for an initial period, expiring on June 5, 2022.
2. Maverick United Elevator, LLC. provides elevator maintenance and repair services at various locations in the City.
3. Section 4 of the Original Agreement authorizes the renewal of the Original Agreement at the expiration of the initial term for an additional, one (1) year term, should the City of Fort Lauderdale renew the terms of Exhibit "A" for an additional one (1) year.
4. The City of Fort Lauderdale has renewed the terms of Exhibit "A" for an additional one (1) year.
5. The Public Services Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the one (1) year renewal term commencing on June 6, 2022 and expiring on June 5, 2023, as allowed by the Agreement.

Reviewed by Commission Auditor.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$38,550.00

b) Amount budgeted for this item in Account No:

Pines Point: 001-554-8002-546800-0000-000-0000- (Maintenance Contracts)	\$6,600.00
FSU: 173-569-5061-534950-7900-350-0000- (Other Svc - Maintenance)	\$1,800.00
West Campus: 170-569-5051-534950-7900-350-0000-00551 (Other Svc - Maintenance)	\$900.00
West Campus: 171-569-5052-534950-7900-350-0000-00553 (Other Svc - Maintenance)	\$900.00
Academic Village: 172-569-5053-534950-7900-350-0000- (Other Svc - Maintenance)	\$4,500.00
Central Campus: 170-569-5051-534950-7900-350-0000-00552 (Other Svc - Maintenance)	\$1,350.00
Central Campus: 171-569-5052-534950-7900-350-0000-00554 (Other Svc - Maintenance)	\$1,350.00
Water Plant: 471-533-6031-534950-0000-000-0000- (Other Svc - Maintenance)	\$900.00
Fire Station 101: 001-529-4003-534950-0000-000-0000-00911 (Other Svc - Maintenance)	\$900.00
Fire Department: 001-529-4003-534950-0000-000-0000- (Other Svc - Maintenance)	\$900.00
Police Station: 001-521-3001-546800-0000-000-0000- (Maintenance Contract)	\$3,600.00
Pines Place: 001-554-8002-546800-0000-000-0000-00603 (Maintenance Contracts)	\$14,850.00

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

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

	School FY 2021-22	FY 2022-23
Revenues	\$.00	\$.00
Expenditures	\$900.00	\$9,900.00
Net Cost	\$900.00	\$9,900.00

	City FY 2021-22		FY 2022-23
Revenues	\$.00	\$.00	
Expenditures	\$9,250.00		\$18,500.00
Net Cost	\$9,250.00		\$18,500.00

e) Detail of additional staff requirements: Not Applicable

(C) Compass Group USA, Inc. - Food Service Management ED-17-05 - Non-renewal

1. On June 13, 2018, the City entered into an Agreement with Compass Group USA, Inc. for an initial one (1) year period, which expired on June 30, 2019.
2. Compass Group USA, Inc. provided nutritionally balanced meals to the City's Charter Schools and Early Development Centers.
3. Section 3.2 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 written Amendments extending the term thereof.
4. To date the Original Agreement, as amended, has had five (5) amendments, including four (4) additional one (1) year terms which extended the term to June 30, 2023.
5. The City of Pembroke Pines Charter Schools Department and the Early Development Centers are satisfied with the performance and execution of the Original Agreement, as amended but at this time there is no further renewals available, and a new procurement process will be needed for these services.

(D) Vitas Healthcare Corporation of Florida - Palliative and Hospice Care - Non-renewal

1. On June 6, 2011, the City entered into an Agreement with Vitas Healthcare Corporation of Florida for one (1) year period, which expired on June 12, 2012.
2. Vitas Healthcare Corporation of Florida provides the City's Community Services Department with palliative and hospice care services to its senior clientele and residents at the Southwest Focal Point Senior Center.
3. Section 1.B. of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.
4. The term of the Original Agreement, as amended, has been renewed eleven (11) times, and extended once through and including November 5, 2022.
5. The Community Services Department is satisfied with the performance and execution of the

Original Agreement, as amended, but the vendor does not wish to renew the Agreement for an additional period.

**(E) Airgas USA, LLC - Purchase of Carbon Dioxide, Liquid Bulk Delivery CO-OP -
Non-renewal**

1. On October 7, 2019, the City entered into an Agreement with Airgas USA, LLC for an initial one (1) year period, which expired on October 6, 2020.
2. Airgas USA, LLC provides the City's Utilities Department with Carbon Dioxide, Liquid Bulk Delivery.
3. Section I (B) of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent.
4. On January 11, 2022, the parties signed a Memorandum of Understanding and extended the Term until January 10, 2023.
5. The Utilities Department is satisfied with the performance and execution of the Original Agreement and but at this time there is no more renewal terms available, and a new procurement process will be needed.



City of Pembroke Pines

**FIFTH AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
COMPASS GROUP USA, INC.**

THIS AMENDMENT ("Fifth Amendment"), dated this 20th day of April, **2022**, is entered into by and between:

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

and

COMPASS GROUP USA, INC., a For Profit Corporation as listed with the Delaware Division of Corporations, authorized to do business in the State of Florida, and with a business address of **2400 Yorkmont Rd., Tax Dept., Charlotte, NC 28217**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **June 13, 2018**, pursuant to Request for Proposals #ED-17-05 the Parties entered into the Agreement for Food Service Management ("Original Agreement") to provide nutritionally balanced meals to students, for an initial **one (1) year period**, which expired on **June 30, 2019**; and,

WHEREAS, the Original Agreement authorized the renewal of the Original Agreement at the expiration of the initial term for **four (4) additional one (1) year** terms pursuant to written amendments to the Original Agreement; and,

WHEREAS, on **June 17, 2019**, the Parties executed the First Amendment to the Original Agreement to increase the compensation and to renew the term of the Original Agreement for one (1) year which expired on **July 1, 2020**; and,

WHEREAS, on **July 1, 2019**, the Parties executed the Second Amendment to the Original Agreement, as amended, to include the investment package information for certain improvements to CITY's premises to facilitate the performance of the food service management program; and,

WHEREAS, on **May 20, 2020**, the Parties executed the Third Amendment to the Original Agreement, as amended, to increase the compensation and to renew the term for one (1) year which expired on **June 30, 2021**; and,

WHEREAS, on **April 7, 2021**, the Parties executed the Third Amendment to the Original Agreement, as amended, to increase the compensation and to renew the term for one



(1) year which will naturally expire on **June 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** and to supplement the terms contained therein as set forth in this Fifth Amendment to Original Agreement.

W I T N E S S E T H

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

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

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

SECTION 3. The Original Agreement, as amended, is hereby renewed for **one (1) year** which shall commence on **July 1, 2022** and naturally expire on **June 30, 2023**.

SECTION 4. Section 4.2 and Section 4.3 of the Original Agreement, as amended, and set forth in **Article 4**, entitled "**Compensation and Method of Payment**", are hereby revised and amended, to increase the compensation amount paid to CONTRACTOR in accordance with the amounts more particularly described in **Exhibit "B-5"** of this Fifth Amendment, attached hereto and incorporated herein by reference, such units and pricing shall take effect for the Charter School Fiscal Year 2022-2023.

SECTION 5. 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 Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

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

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



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

5.2.2 Is engaged in business operations in Syria.

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

6.1 **Definitions for this Section:**

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

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

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

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

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

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

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

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



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

SECTION 7. The Original Agreement, as amended, is hereby revised to include Article 21, entitled, "Federal Requirements", as set forth below:

"ARTICLE 21
FEDERAL REQUIREMENTS

Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the applicable federal requirements as set forth in 2 C.F.R. Part 200. In the event of any conflict by and between the language set forth in 2 C.F.R. Part 200 with the language set forth herein, 2 C.F.R. Part 200 shall prevail and take precedence. The applicable requirements of 2 C.F.R. 200.318-200.327 are incorporated herein by this reference. Any reference made to CONTRACTOR in this section shall also apply to any subcontractor under the terms of this Agreement.

21.1 Suspension and Debarment. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONTRACTOR is required to verify that none of the contractor's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

21.2 Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352). CONTRACTOR shall file the required certification pursuant to 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.



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21.3 Compliance with State Energy Policy and Conservation Act. CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

21.4 Procurement of Recovered Materials. The CITY and CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

21.5 Retention Requirements for Records. Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. CONTRACTOR shall retain records and allow for the audit, examination, and transcription of records related to this Agreement by the USDA, the Comptroller of the United States, and their authorized representatives, and CIY, upon reasonable request.

21.6 Equal Employment Opportunity. During the performance of this contract, CONTRACTOR agrees as follows:

21.6.1 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

21.6.2 CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will



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receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

21.6.3 CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

21.6.4 CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

21.6.5 CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

21.6.6 CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

21.6.7 In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

21.6.8 CONTRACTOR will include the provisions of paragraphs (21.6.1) through (21.6.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any



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subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the CITY so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The CITY further agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

21.7 Rights to Inventions. CONTRACTOR agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

21.8 Buy American. CONTRACTOR shall comply with all applicable standards, orders, or requirements regarding the Buy American Act as may be applicable to the resulting contract (42 U.S.C 5206 - ex-tended until 2023)(7 CFR at 210.21(d). Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public



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Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. “Substantial” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

21.9 Discounts, Rebates, and Credits. All goods, services, or monies received as the result of any equipment or USDA Foods rebate shall be credited to the School Food Authority’s nonprofit food service account.

21.10 Civil Rights. The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.

21.11 Inspection of the Facility. The CITY reserves the right to inspect work performed by CONTRACTOR, the CONTRACTOR’s preparation and storage facilities, and transporting vehicles, as may be applicable, prior to award of Contract and without notice at any time during each resulting contract term, including the right to be present during construction, preparation, and delivery of meals.

21.12 Drug Free Work Place. This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 USC 701 et seq.), 7CFR Part 3017, Subpart F, Section 3017-600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691).

21.13 Prohibition of Gratuities. By entering into this Agreement, CONTRACTOR certifies that no employee of CONTRACTOR has or shall benefit financially or materially from such bid or subsequent contract. The Agreement may be terminated at such time it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons. “

SECTION 8. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Fifth Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 9. The Parties agree that in all other respects the Original Agreement, as



amended by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 10. 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 11. 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 12. 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
E858EEE04EEF4F3...
MARLENE D. GRAHAM, CITY CLERK
April 25, 2022

BY: [Signature]
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

DocuSigned by:
Danielle Schwabe
013E807C191D4FF...
Print Name: Danielle Schwabe
OFFICE OF THE CITY ATTORNEY

BY: [Signature]
47B966ECFDAD4AC...
CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

COMPASS GROUP USA, INC., by and through its
Chartwells Division

Signed By: [Signature]
Name: Belinda Oakley
Title: CEO, Chartwells K12
Date: 4/5/2022



City of Pembroke Pines

EXHIBIT "B-5"

STATE OF FLORIDA FORMS

Original Contract Date
June 13, 2018**FOOD SERVICE RENEWAL CONTRACT
2022-2023**

Year of Renewal (Check)

1 ☐ 2 ☐ 3 ☐ 4 ☒

The undersigned parties mutually agree to renew their current Food Service Contract for a period of one year beginning on 07/01/2022 (mm/dd/yy) and ending on 06/30/2023 (mm/dd/yy), with the first day of food service being 07/01/2022 (mm/dd/yy). All terms and conditions of the contract as amended herein shall remain in full force and effect for the duration of this renewal.

	2021-2022 Rate	2022-2023 Rate ^{1,2}	Percentage Increase ³
1. Reimbursable Breakfast	1. \$1.6246	1. \$1.7222	1. 6.0100%
2. Reimbursable Lunch (K-5)	2. \$3.2492	2. \$3.4445	2. 6.0100%
3. Reimbursable Lunch (6-8)	3. \$3.2492	3. \$3.4445	3. 6.0100%
4. Reimbursable Lunch (9-12)	4. \$3.2492	4. \$3.4445	4. 6.0100%
5. After-School Snack	5. \$0.8122	5. \$0.8610	5. 6.0100%
6. EDC Regular	6. \$2.7536	6. \$2.9191	6. 6.0100%
7. EDC Campers	7. \$3.0289	7. \$3.2109	7. 6.0100%
8. Summer Breakfast	8. \$1.6246	8. \$1.7222	8. 6.0100%
9. Summer Lunch	9. \$3.2492	9. \$3.4445	9. 6.0100%

Total Contract Value \$ 3,175,009.38

¹Rates must not be rounded up. Do not exceed four decimal places.²Per meal prices must be quoted as if no USDA Foods will be received³Percentage increase shall not exceed the maximum rate established in the original contract.**APPROVAL**

This Renewal Contract is subject to approval by the Florida Department of Agriculture and Consumer Services, Division of Food, Nutrition and Wellness.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Contract as of the date indicated below. The individual signing as the authorized representative is deemed to have authorization to bind the agency to legal and binding agreements.

Sponsor

Charles F. Dodge City Manager
 (Print) Name of Authorized Representative Title

DocuSigned by:
 Charles F. Dodge April 25, 2022
 Signature of Authorized Representative Date

0363 - City of Pembroke Pines
 Sponsor Number and Name

601 City Center Way
 Address

Pembroke Pines, FL 33025
 City, State, Zip

(954) 392-2130
 Telephone

cdodge@ppines.com
 Email

Food Service Management Company

Belinda Oakley, CEO, Chartwells K12
 (Print) Name of Authorized Representative Title

B. Oakley 4/5/2022
 Signature of Authorized Representative Date

Compass Group USA, Inc.,
 by and through its Chartwells Division
 Name of Company

2400 Yorkmont Road
 Address

Charlotte, NC 28217
 City, State, Zip

(704) 328-4000
 Telephone

belinda.oakley@compass-usa.com
 Email

EXHIBIT A
SITE INFORMATION LIST
NONPROFIT FOOD SERVICE PROGRAM

Sponsor Name: City of Pembroke Pines

Agreement Number 01-0363

Site Name & Address	Enrollment	Grade Levels	Number of Days Meals Served	Average Daily Participation	Meal Type	Serving Times	
						Begin	End
Pembroke Pines/FSU Charter Elementary School 601 SW 127nd Avenue Pembroke Pines, FL 33029	699	K-5	180	93.8%	Breakfast and Lunch	8:00a	1:20p
Pembroke Pines Charter Elementary School East Campus 10801 Pembroke Road Pembroke Pines, FL 33025	700	K-5	180	93.8%	Breakfast and Lunch	8:15a	1:20p
Pembroke Pines Charter Middle School Central Campus 12350 Sheridan Street Pembroke Pines, FL 33026	680	6-8	180	93.8%	Breakfast and Lunch	8:05a	1:23p
Pembroke Pines Charter Academic Village 17189 Sheridan Street Pembroke Pines, FL 33331	2,100	6-12	180	93.8%	Breakfast and Lunch	6:30a	12:57p
Pembroke Pines Charter Middle School West Campus 18500 Pembroke Road Pembroke Pines, FL 33029	655	6-8	180	93.8%	Breakfast and Lunch	8:05a	1:27p
Pembroke Pines Charter Elementary School Central Campus 12350 Sheridan Street Pembroke Pines, FL 33026	600	K-5	180	93.8%	Breakfast and Lunch	8:05a	1:11p
Pembroke Pines Charter Elementary School West Campus 1680 SW 184th Avenue Pembroke Pines, FL 33029	600	K-5	180	93.8%	Breakfast and Lunch	8:05a	1:35p



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 5.

File ID: 22-0134

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 02/22/2022

Short Title: Contracts Database Report - April 20th, 2022

Final Action: 04/20/2022

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

(A) Ashley Gortler OTR, LLC - Occupational Therapy - Renewal

(B) Compass Group USA, Inc. - Food Service Management for Charter Schools and Early Development Centers - Renewal

(C) Edmentum, Inc.-Edmentum Courseware & Study Island Mastery Program-Renewal

(D) Edmentum, Inc.-Edmentum Courseware & Study Island Mastery Program-Renewal

(E) Granicus, Inc. - Legistar Software Maintenance - Renewal

(F) Staples LLC - Purchase of Office & Classroom Supplies - Renewal

***Agenda Date:** 04/20/2022

Agenda Number: 5.

Internal Notes:

Attachments: 1. Contracts Database Report - April 20th, 2022, 2. A. Ashley Gortler OTR LLC - Occupational Therapy - (AB), 3. B. Compass Group USA, Inc. - Food Service - (All Backup), 4. C. Edmentum-Study Island (All Backup 2022), 5. D. Edmentum-Study Island (All Backup 2022-2023), 6. E. Granicus Inc - Legistar Software Maintenance and CC Services (AB), 7. F. Staples Contract & Commercial, LLC contract with the State of Florida (all backup)

1 City Commission 04/20/2022 approve

Pass

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

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

Nay: - 0

Agenda Request Form Continued (22-0134)

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

- (A) Ashley Gortler OTR, LLC - Occupational Therapy - Renewal
- (B) Compass Group USA, Inc. - Food Service Management for Charter Schools and Early Development Centers - Renewal
- (C) Edmentum, Inc.-Edmentum Courseware & Study Island Mastery Program-Renewal
- (D) Edmentum, Inc.-Edmentum Courseware & Study Island Mastery Program-Renewal
- (E) Granicus, Inc. - Legistar Software Maintenance - Renewal
- (F) Staples LLC - Purchase of Office & Classroom Supplies - 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) Ashley Gortler OTR, LLC - Occupational Therapy - Renewal

1. On March 18th, 2021, the City entered into an Agreement with Ashley Gortler OTR, LLC for an initial period which expired on June 30th, 2021.
2. The City's East Campus Charter Elementary School contracts Ashley Gortler OTR, LLC to provide Occupational Therapy services in order to comply with the requirements of Broward County Schools.
3. Section 3.1 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 written Amendments extending the term thereof.
4. To date the Original Agreement has had one (1) amendment which extended the term for an

Agenda Request Form Continued (22-0134)

additional one (1) year period to June 30th, 2022.

5. The City's East Campus Charter Elementary School is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Second Amendment to extend the term for a one (1) year renewal term which shall commence on July 1st, 2022 and naturally expire on June 30th, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: 64,800.00

b) Amount budgeted for this item in Account No: \$64,800 -

170-569-5051-531310-6130-310-0000-00550 Health Services

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

d) 1 year projection of the operational cost of the

	FY 2022-2023
Revenues	\$.00
Expenditures	\$64,800.00
Net Cost	\$64,800.00

e) Detail of additional staff requirements: Not Applicable

(B) Compass Group USA, Inc. - Food Service Management for Charter Schools and Early Development Centers - Renewal

1. On June 13th, 2018, pursuant to the City Commission's approval to award Request for Proposals # ED-17-05, the City entered into an agreement with Compass Group USA, Inc. for an initial one (1) year term which commenced on July 1st, 2018 and naturally expired on June 30th, 2019.

2. Compass Group USA, Inc. provides Food Management Services for the City of Pembroke Pines Charter Schools and Early Development Centers.

3. Section 3.2 of the Original Agreement allows for four (4) additional, one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. On June 17th, 2019 the Parties executed the First Amendment to the Original Agreement to amend the compensation amount and to enter into the first one (1) year renewal term which expired on June 30th, 2020.

5. On July 1st, 2019 the Parties executed the Second Amendment to the Original Agreement to include the investment package information for certain improvements to City's premises to facilitate the performance of the food service management program.

6. On May 20th, 2020, and April 7th, 2021 the Parties entered into the Third and Fourth

Agenda Request Form Continued (22-0134)

Amendments respectively to amend the compensation amount and to enter into the second and third, one (1) year renewal terms, extending the Agreement to June 30th, 2022.

7. The City of Pembroke Pines Charter Schools Department and the Early Development Centers are satisfied with the performance and execution of the Original Agreement and recommend that the City Commission approve this Fifth Amendment to increase the compensation amount as described in Exhibit B-5, of the Fifth Amendment to the Original Agreement, as amended, and to enter into the fourth and final, one (1) year renewal term, commencing on July 1st, 2022 and expiring on June 30th, 2023, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: The total estimated annual cost is \$3,175,009.38 based on the projected meal equivalents for Charter School's 2022-23 FY. Please note that the total meal equivalents may fluctuate each year due to various factors, including student participation, Hurricane Days, enrollment, etc. Pursuant to Section 1.3.18.9 of the RFP, the Food service program shall be operated on a breakeven situation. In the event there is a deficit such that costs exceed income, contractor shall guarantee that the City of Pembroke Pines will have no out of pocket costs.

b) Amount budgeted for this item in Account No:

Charter School Site	Account Coding	Amount
East Elementary	170-569-5051-531310-7600-310-0000-00550	\$375,450.50
West Elementary	170-569-5051-531310-7600-310-0000-00551	\$297,502.45
Central Elementary	170-569-5051-531310-7600-310-0000-00552	\$306,407.38
West Middle	171-569-5052-531310-7600-310-0000-00553	\$343,270.26
Central Middle	171-569-5052-531310-7600-310-0000-00554	\$404,601.06
Academic Village	172-569-5053-531310-7600-310-0000-	\$1,005,149.55
FSU Elementary	173-569-5061-531310-7600-310-0000-	\$360,567.15
		Total \$3,092,948.35
EDC Site	Account Coding	
West EDC	001-569-5002-552701-0000-000-0000-00208	\$35,855.05
Central EDC	001-569-5002-552701-0000-000-0000-00209	\$46,205.98
		Total \$82,061.03

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

d) 1 year projection of the operational cost of the project: In regards to the Charter Schools, the Contract with Chartwells to provide food service is directly related to the revenue the City receives from the Federal Government for the National School Lunch Program. The revenues and the expenditures are all based on a "per meal" basis. Below is the total operational cost for the food service inclusive of overhead operating expenditures. The net result is a net deficit of \$87,338.76. This is due to implementing free breakfast for all students in FY 22-23. This was implemented to offset accumulated surplus in the food service fund balance that has exceeded the maximum allowed by the State. The total expenditure below of \$3,092,948 is inclusive of the estimated cost of the Chartwells contract and represents the renewal period of the contract. In regards to the Early Development Centers, the Contract with Chartwells to provide food service is directly related to the revenue the City receives from parents, based on a "per meal" basis. The net revenue of \$9,196.97 is used to offset other operating expenses, such as snacks for students/campers.

FY2022-2023

	Charter Schools	EDC's	Total
Revenues	\$ 3,005,609.59	\$ 91,258.00	\$ 3,096,867.59

Agenda Request Form Continued (22-0134)

Expenditures	\$ 3,092,948.35	\$ 82,061.03	\$ 3,175,009.38
Net Revenue/(Deficit)	\$ (87,338.76)	\$ 9,196.97	\$ (78,141.79)

Please also note that the total meal equivalents may fluctuate each year due to various factors including student participation, hurricane days, enrollment, etc.

e) Detail of additional staff requirements: Not Applicable

(C) Edmentum, Inc.-Edmentum Courseware & Study Island Mastery Program-Renewal

1. On October 7th, 2020 the City Commission approved the overall purchase cost for the Edmentum Courseware and Study Island products for both the Pembroke Pines Charter Central and West Middle Schools and the Academic Village Charter High School at \$42,793.60 for the 2020-21 School Year.
2. Edmentum, Inc. is an education services company which provides online, mobile, and software-based learning products. The company's learning system is an interactive instructional and testing system that provides teachers with curriculum and instructional management and assessment tools. It offers Edmentum Courseware, an online curriculum of virtual courses that includes a range of core subjects, electives, global languages and honor classes. Additionally, the Study Island mastery program, combines rigorous content that is highly customized to specific state standards in math, reading, writing, science, and social studies with interactive features and games that engage, reinforce and reward student learning achievement, while providing teachers with tools to assess, remediate and enrich student achievement.
3. The Pembroke Pines Academic Village Charter School (AVCS) has purchased and utilized Edmentum courseware and the Study Island mastery program since school year 2013-14, and every school year thereafter. The Pembroke Pines Charter West and Central Middle Schools (PPCMS) have been utilizing the Study Island mastery program for Social Studies and Sciences since school year 2015-16 and every school year thereafter.
4. On December 16th, 2020, the City Commission approved the renewal of the Courseware and Study Island products for both the Pembroke Pines Charter Central and West Middle Schools and the Academic Village Charter High School which expired on February 27th, 2022.
5. The AVCHS and PPCMS is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approves the renewal of the annual license and software subscription with Edmentum, Inc. for Edmentum Study Island products for the term which shall commence on **February 28th, 2022** and naturally expire on **July 31st, 2022**. Moving forward this Agreement will not be a Commission item since the contract value is less than the \$25,000 threshold.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$9,635.90

Agenda Request Form Continued (22-0134)**b) Amount budgeted for this item in Account No: \$9,635.90**

School Site	Account Description	Account Coding	Amount
West Middle	Software &or Licenses <1000	171-569-5052-552652-5102-369-0000-00553	\$ 3,894.75
Central Middle	Software &or Licenses <1000	171-569-5052-552652-5102-369-0000-00554	\$ 3,981.30
Academic Village	Software &or Licenses <1000	172-569-5053-552652-5102-369-0000	\$ 1,759.85
Total			\$ 9,635.90

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

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	\$.00	\$.00	\$.00
Expenditures	\$9,635.90	\$.00	\$.00	\$.00	\$.00
Net Cost	\$9,635.90	\$.00	\$.00	\$.00	\$.00

e) Detail of additional staff requirements: Not Applicable**(D) Edmentum, Inc. - Edmentum Courseware & Study Island Mastery Program-Renewal**

1. On October 7th, 2020 the City Commission approved the overall purchase cost for the Edmentum Courseware and Study Island products for both the Pembroke Pines Charter Central and West Middle Schools and the Academic Village Charter High School at \$42,793.60 for the 2020-21 School Year.
2. Edmentum, Inc. is an education services company which provides online, mobile, and software-based learning products. The company's learning system is an interactive instructional and testing system that provides teachers with curriculum and instructional management and assessment tools. It offers Edmentum Courseware, an online curriculum of virtual courses that includes a range of core subjects, electives, global languages and honor classes. Additionally, the Study Island mastery program, combines rigorous content that is highly customized to specific state standards in math, reading, writing, science, and social studies with interactive features and games that engage, reinforce and reward student learning achievement, while providing teachers with tools to assess, remediate and enrich student achievement.
3. The Pembroke Pines Academic Village Charter School (AVCS) has purchased and utilized Edmentum courseware and the Study Island mastery program since school year 2013-14, and every school year thereafter. The Pembroke Pines Charter West and Central Middle Schools (PPCMS) have been utilizing the Study Island mastery program for Social Studies and Sciences since school year 2015-16 and every school year thereafter.
4. On December 16th, 2020, the City Commission approved the renewal of the Courseware and Study Island products for both the Pembroke Pines Charter Central and West Middle Schools and the Academic Village Charter High School which expired on February 27th, 2022.

Agenda Request Form Continued (22-0134)

5. On or around November 1st, 2021, The Pembroke Pines FSU Elementary School was included in the services for the Edmentum Study Island mastery program.

6. The AVCHS, PPCMS, and FSU Elementary is satisfied with the performance and execution of the Original Agreement, as amended, and recommend that the City Commission approves the renewal of the annual license and software subscription with Edmentum, Inc. for Edmentum Study Island products for the term which shall commence on **August 1st, 2022** and naturally expire on **July 31st, 2023**. Moving forward this Agreement will not be a Commission item since the contract value is less than the \$25,000 threshold.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$9,479.75

b) **Amount budgeted for this item in Account No:** \$9,479.75

School Site	Account Description	Account Coding	Amount
West Middle	Software &or Licenses <1000	171-569-5052-552652-5102-369-0000-00553	\$ 1,888.75
West Middle	Professional & Tech Services	171-569-5052-531310-6400-310-0000-00553	\$ 375.00
Central Middle	Software &or Licenses <1000	171-569-5052-552652-5102-369-0000-00554	\$ 2,173.75
Central Middle	Professional & Tech Services	171-569-5052-531310-6400-310-0000-00554	\$ 375.00
Academic Village	Software &or Licenses <1000	172-569-5053-552652-5102-369-0000	\$ 2,821.25
Academic Village	Professional & Tech Services	172-569-5053-531310-6400-310-0000	\$ 375.00
FSU Elementary	Software &or Licenses <1000	173-569-5061-552652-5102-369-0000	\$ 1,096.00
FSU Elementary	Professional & Tech Services	173-569-5061-531310-6400-310-0000	\$ 375.00
Total			\$ 9,479.75

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

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

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	\$.00	\$.00	
Expenditures	\$1,579.96	\$7,899.79	\$.00	\$.00	\$.00
Net Cost	\$1,579.96	\$7,899.79	\$.00	\$.00	\$.00

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

(E) Granicus, Inc. - Legistar Software Maintenance - Renewal

1. On October 11th, 2016, the City entered into a Service Agreement with Granicus, Inc. for an initial three (3) year period, which expired on October 10th, 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. To date the Original Agreement has had six (6) amendments, including three (3) additional

Agenda Request Form Continued (22-0134)

one (1) year renewals which extended the term to September 30th, 2022.

5. The City Clerk Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Seventh Amendment to increase the total annual amount by \$3,686.44 and extend the term for an additional one (1) year period which shall commence on October 1st, 2022 and naturally expire on September 30th, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$77,421.77

b) Amount budgeted for this item in Account No:

001-519-1001-534995-0000-000-0000- Other Svc -IT Line 10

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

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

	FY 2022-2023
Revenues	\$.00
Expenditures	\$77,421.77
Net Cost	\$77,421.77

e) Detail of additional staff requirements: NA

(F) Staples LLC - Purchase of Office & Classroom Supplies - Renewal

1. On November 29th, 2017, the City Commission approved utilization of the State of Florida Contract No.: 44111513-17-01 with Staples Contract & Commercial, Inc. for a five (5) year period which will expire on April 17th, 2022.

2. Staples provides an alternative option for the purchase of office supplies to support all City and Charter School operations.

3. State of Florida Contract No.: 44111513-17-01 with Staples Contract & Commercial, Inc authorizes the parties to the agreement to renew the term for a period not to exceed the initial contract term. The State is currently processing the renewal.

3. On January 25th, 2022, State of Florida Contract No.: 44111513-17-01 was amended to reflect the vendor's name change to Staples Contract & Commercial, LLC.

4. The Purchasing Department, on behalf of all of City's Departments and Schools, is satisfied with the vendor's performance and recommends that the City Commission approve continued utilization of State of Florida Contract No.: 44111513-17-01 with Staples Contract & Commercial, LLC for the five (5) year term commencing on April 18th, 2022 and expiring on April 17th, 2027, as allowed by the Agreement, and contingent upon renewal of the same by the State of Florida.

Agenda Request Form Continued (22-0134)

FINANCIAL IMPACT DETAIL:

- a) Annual Renewal Cost:** \$250,000 (estimated yearly amount for all office supplies including those purchased through Office Depot, however the amount spent each year can fluctuate based on changes in department needs and similar factors.)
- b) Amount budgeted for this item in Account No:** Each department and charter school has a budget for purchasing office supplies that is generally coded to object code # 551100 (Office Supplies).
- c) Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) 5 year projection of the operational cost of the project:** The estimated annual cost of \$250,000 will be for each year up to April 17, 2027. The amount spent each year can fluctuate based on changes in department needs.

	Current FY		FY 2022-23	FY 2023-24		FY 2024-25	FY 2025-26
Revenues	\$.00	\$.00	\$.00	\$.00	\$.00		
Expenditures	\$250,000.00		\$250,000.00	\$250,000.00		\$250,000.00	\$250,000.00
Net Cost	\$250,000.00		\$250,000.00	\$250,000.00		\$250,000.00	\$250,000.00

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/24/2021

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

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

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326	CONTACT NAME: Randi K. Nowell, CPCU, ARM PHONE (A/C, No. Ext): 404-995-3102 FAX (A/C, No): E-MAIL ADDRESS: Compasscerts@Marsh.com														
CN102832071-Compa-UMB10-21- COMPA COMPA	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : National Union Fire Ins Co. of Pittsburgh PA</td> <td style="text-align: center;">19445</td> </tr> <tr> <td>INSURER B : All Insurance Co</td> <td style="text-align: center;">19399</td> </tr> <tr> <td>INSURER C : ACE Property And Casualty Ins Co</td> <td style="text-align: center;">20699</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins Co. of Pittsburgh PA	19445	INSURER B : All Insurance Co	19399	INSURER C : ACE Property And Casualty Ins Co	20699	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED Compass Group USA, Inc. 2400 Yorkmont Road Charlotte, NC 28217															

COVERAGES

CERTIFICATE NUMBER:

ATL-005246999-01

REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$1,000,000 <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL 6547187	09/30/2021	09/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY			CA 7030998 (AOS)	09/30/2021	09/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
A	<input checked="" type="checkbox"/> ANY AUTO			CA 7031001 (VA)	09/30/2021	09/30/2022	BODILY INJURY (Per person) \$
A	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS			CA 7030999 (MA)	09/30/2021	09/30/2022	BODILY INJURY (Per accident) \$
A	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA7031003 (Garage Liability)	09/30/2021	09/30/2022	PROPERTY DAMAGE (Per accident) \$
				Self Insured for Physical Damage			\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			XOO G27738631	09/30/2021	09/30/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 016393375 (AOS)	09/30/2021	09/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A	WC 016393377 (CA)	09/30/2021	09/30/2022	E.L. EACH ACCIDENT \$ 2,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below			WC 016393380 (NY)	09/30/2021	09/30/2022	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
				See Acord 101			E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Liquor Liability			GL6547185	09/30/2021	09/30/2022	Each Common Cause \$ 1,000,000
				SIR: \$1,000,000			Aggregate \$ 10,000,000

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

City of Pembroke Pines is/are included as Additional Insured as respects the General Liability policy referenced herein per written contract or agreement subject to policy terms, conditions, and exclusions and where permitted by law.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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AGENCY CUSTOMER ID: CN102832071

LOC #: Atlanta

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY MARSH USA, INC.		NAMED INSURED Compass Group USA, Inc. 2400 Yorkmont Road Charlotte, NC 28217
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation Continued:

Workers Compensation Policy #WC045886802 (AOS POLICY) Covers ALL States except: CA, NY, OH and WI

Carrier: New Hampshire Insurance Company

Policy Number: WC 016393378

Effective Date: 09/30/2021

Expiration Date: 09/30/2022

Policy Covers States of: WI

Stop Gap Coverage: ND, OH, WA, WY.

Limit:

E.L. Each Accident: \$2,000,000

E.L. Disease-Policy: \$2,000,000

E.L. Disease Each Employee: \$2,000,000

Workers Compensation Continued:

Carrier: National Union Fire Ins. Co. of PA

Policy Number: XW 1647296

Effective Date: 09/30/2021

Expiration Date: 09/30/2022

Policy Covers States of: OH (Excess WC)

Limit:

E.L. Each Accident: \$2,000,000

E.L. Disease-Policy: \$2,000,000

E.L. Disease Each Employee: \$2,000,000

ADDITIONAL INFORMATION

Umbrella is follow form of primary Commercial General Liability, Automobile Liability, Liquor Liability and Employers Liability policies subject to policy terms, conditions and exclusions



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/16/2021

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

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PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN102832071-Compa-SAM-21-22 COMPA COMPA	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Randi K. Nowell, CPCU, ARM</td> </tr> <tr> <td>PHONE (A/C, No. Ext): 404-995-3102</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: Compasscerts@Marsh.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2">INSURER A : Syndicates 2623/623 at Lloyds</td> </tr> <tr> <td colspan="2">INSURER B :</td> </tr> <tr> <td colspan="2">INSURER C :</td> </tr> <tr> <td colspan="2">INSURER D :</td> </tr> <tr> <td colspan="2">INSURER E :</td> </tr> <tr> <td colspan="2">INSURER F :</td> </tr> <tr> <td colspan="2" style="text-align: center;">NAIC #</td> </tr> </table>	CONTACT NAME: Randi K. Nowell, CPCU, ARM		PHONE (A/C, No. Ext): 404-995-3102	FAX (A/C, No):	E-MAIL ADDRESS: Compasscerts@Marsh.com		INSURER(S) AFFORDING COVERAGE		INSURER A : Syndicates 2623/623 at Lloyds		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :		NAIC #	
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NAIC #																							
INSURED Compass Group USA, Inc. 2400 Yorkmont Road Charlotte, NC 28217																							

COVERAGES

CERTIFICATE NUMBER:

ATL-005226701-02

REVISION NUMBER: 5

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Sexual Abuse Molestation			W2678B210301 SIR: \$500,000	06/15/2021	09/30/2022	Per Claim/Victim 1,000,000 Aggregate 2,000,000

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

RE: Agreement for Food Service Management

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/2021

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

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PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN102832071-Compa-Cyber-21-22 CHART CHARD	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Randi K. Nowell, CPCU, ARM</td> </tr> <tr> <td>PHONE (A/C, No. Ext): 404-995-3102</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: Compasscerts@Marsh.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2">INSURER A: Lloyd's Of London</td> </tr> <tr> <td colspan="2">INSURER B:</td> </tr> <tr> <td colspan="2">INSURER C:</td> </tr> <tr> <td colspan="2">INSURER D:</td> </tr> <tr> <td colspan="2">INSURER E:</td> </tr> <tr> <td colspan="2">INSURER F:</td> </tr> </table>	CONTACT NAME: Randi K. Nowell, CPCU, ARM		PHONE (A/C, No. Ext): 404-995-3102	FAX (A/C, No):	E-MAIL ADDRESS: Compasscerts@Marsh.com		INSURER(S) AFFORDING COVERAGE		INSURER A: Lloyd's Of London		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Compass Group USA, Inc. d/b/a Chartwells Dining Services 2400 Yorkmont Ave Charlotte, NC 28217	NAIC # EC145																				

COVERAGES

CERTIFICATE NUMBER:

ATL-005071765-09

REVISION NUMBER: 6

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						\$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						\$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Cyber/Network Security			FINPB2150182 SIR: \$3,000,000	09/30/2021	09/30/2022	Each Claim Aggregate
							5,000,000 5,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/2021

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PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326	CONTACT NAME: Randi K. Nowell, CPCU, ARM PHONE (A/C, No. Ext): 404-995-3102 FAX (A/C, No): E-MAIL ADDRESS: Compasscerts@Marsh.com														
CN102832071-Compa-Crime-21-22 CHART CHARD	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : XL Specialty Insurance Company	37885	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURED Compass Group USA, Inc. d/b/a Chartwells Dining Services 2400 Yorkmont Ave Charlotte, NC 28217															

COVERAGES

CERTIFICATE NUMBER:

ATL-005144570-09

REVISION NUMBER: 7

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

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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime, Employee Dishonesty, Third Party Crime			ELU178126-21 Deductible: \$500,000	09/30/2021	09/30/2022	Limit 1,000,000

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

CERTIFICATE HOLDER

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

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

© 1988-2016 ACORD CORPORATION. All rights reserved.



USI Insurance Services
6100 Fairview Drive
Suite 1400
Charlotte, NC 28210
www.usi.com
Tel: 704.543.0258

March 29, 2021

Mr. Jonathan Bonilla
The City of Pembroke Pines
13975 Pembroke Road
Pembroke Pines, FL 33027

Re: Performance Bond # 106883869
Principal: Compass Group USA, Inc. by and through its Chartwells Dining Division
Description: Food Service Management
Bond Amount: \$244,367.00
Renewal Date: 7/1//21

Dear Mr. Bonilla:

In accordance with the renewal terms of the above bond, please find enclosed continuation certificate extending the term of the bond through 6/30/2022.

Should you have any questions, please do not hesitate to contact us. Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Donna".

Donna K. Ashley
Surety Account Executive

/dka

enclosures

CONTINUATION CERTIFICATE

The Travelers Casualty and Surety Company of America (hereinafter called the Surety) hereby continues in force its Bond No. 106883869 in the sum of Two Hundred Forty Four Thousand Three Hundred Sixty Seven Dollars and 00/100 (\$244,367.00) Dollars, on behalf of Compass Group USA, Inc. by and through its Chartwells Dining Division in favor of The City of Pembroke Pines subject to all the conditions and terms thereof through June 30, 2022 at location of risk.

This Continuation is executed upon the express condition that the Surety's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Surety has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 29 day of March, 2021.

Travelers Casualty and Surety Company of America
Surety

By: Donna K. Ashley
Donna K. Ashley Attorney-in-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Donna K. Ashley** of **Charlotte, North Carolina**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **29** day of March, 2021



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

Rojas, Dominique

From: Rotstein, Daniel
Sent: Tuesday, April 05, 2022 2:57 PM
To: Rojas, Dominique
Subject: FW: Compass Group USA, Inc. d/b/a Chartwells Dining Services - Food Services at City of Pembroke Pines Charter Schools - Renewal 2022-23 - Risk Approval Request
Attachments: COI_(GL,_Auto,_WC,_Umbr,_Liq)_exp_9-30-2022.pdf; COI_(SAM)_Exp_9-30-2022.pdf; COI (Cyber) Exp 9-30-2022.pdf; COI (Crime) Exp. 9-30-2022.pdf; Payment & Performance Bond Continuation Certificate - Expires 6-30-2022.pdf; Fifth Amendment to Compass Group USA, Inc. - Food Service (00504169xC4B6A).pdf; Exhibit B-5 (of 5th Amendment) - State Forms 2022-23.pdf; Compass Group USA, Inc. - Food Service - (Orig-4th A) (ABD)(Corrected).pdf

Approved

From: Rojas, Dominique
Sent: Tuesday, April 05, 2022 11:25 AM
To: Rotstein, Daniel <drotstein@ppines.com>
Cc: Contracts <contracts@ppines.com>
Subject: Compass Group USA, Inc. d/b/a Chartwells Dining Services - Food Services at City of Pembroke Pines Charter Schools - Renewal 2022-23 - Risk Approval Request

Dear Daniel,

Good morning. Please find attached the COIs (still current from the last renewal) and updated Bond documents for the above-referenced agreement. Please could you provide Risk approval for us to proceed with the Fifth Amendment to renew this agreement? The Original agreement is also attached for your reference.

We stand by for your approval and thank you as always for your support.

Kindest regards,

Dominique Rojas • Contracts Specialist

Finance Department

City of Pembroke Pines

601 City Center Way, Pembroke Pines, FL 33025

Direct: 954-392-9436

Email: drojas@ppines.com

Main: 954-392-9435

Team Email: contracts@ppines.com

www.ppines.com

City Hall hours: Monday–Thursday 7am-6pm (closed on Fridays)



City of Pembroke Pines

**FOURTH AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
COMPASS GROUP USA, INC.**

THIS AMENDMENT ("Fourth Amendment"), dated this 7th day of April 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

COMPASS GROUP USA, INC., a profit corporation as listed with the Delaware Division of Corporations, authorized to do business in the State of Florida, and with a business address of **200 Yorkmont Rd., Tax Dept., Charlotte, NC 28217**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **June 13th, 2018**, pursuant to Request for Proposals # ED-17-05, the CITY and CONTRACTOR entered into the Agreement for Food Service Management ("Original Agreement") to provide nutritionally balanced meals to students, for an initial **one (1) year period**, which expired on **June 30, 2019**; and,

WHEREAS, the Original Agreement authorized the renewal of the Original Agreement at the expiration of the initial term for **four (4) additional one (1) year terms** pursuant to written amendments to the Original Agreement; and,

WHEREAS, on **June 17, 2019**, the Parties executed the First Amendment to the Original Agreement to increase the compensation and to renew the term of the Original Agreement for one (1) year which expired on **July 1, 2020**; and,

WHEREAS, on **July 1, 2019**, the Parties executed the Second Amendment to the Original Agreement, as amended, to include the investment package information for certain improvements to CITY's premises to facilitate the performance of the food service management program; and,

WHEREAS, on **May 20, 2020**, the Parties executed the Third Amendment to the Original Agreement, as amended, to increase the compensation and to renew the term of the Original Agreement, as amended, for one (1) year which naturally expires on **June 30, 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 **one (1) year** commencing on **July 1, 2021** and naturally expiring on **June 30, 2022** and to supplement



City of Pembroke Pines

the terms contained therein as set forth in this Fourth Amendment to Original Agreement.

W I T N E S S E T H

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

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

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

SECTION 3. The Original Agreement, as amended, is hereby renewed for **one (1) year** which shall commence on **July 1, 2021** and naturally expire on **June 30, 2022**.

SECTION 4. Section 4.2 and Section 4.3 of the Original Agreement, as amended, and set forth in **Article 4**, entitled "**Compensation and Method of Payment**", are hereby revised and amended, to increase the compensation amount paid to CONTRACTOR in accordance with the amounts more partitularly described in **Exhibit "B-4"** of this Fourth Amendment, attached hereto and incorporated herein by reference, such units and pricing shall take effect for the Charter School Fiscal Year 2021-2022.

SECTION 5. Scrutinized Companies

5.1 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 Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

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

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

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



5.1.2.2 Is engaged in business operations in Syria.

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

6.1 Definitions for this Section:

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

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

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

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

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

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

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

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



City of Pembroke Pines

twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

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

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

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

SECTION 10. Each person signing this Fourth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Fourth 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 Fourth Amendment.

SECTION 11. This Fourth 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 Fourth 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.

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:

CITY:

CITY OF PEMBROKE PINES

DocuSigned by:

Marlene D. Graham

E858EEE04EEF4F3...

MARLENE D. GRAHAM,
CITY CLERK

BY:

Charles F. Dodge

CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

Print Name:

OFFICE OF THE CITY ATTORNEY

4/19/21

BY:

Frank C. Ortis
FRANK C. ORTIS
MAYOR

CONTRACTOR:

COMPASS GROUP USA, INC.

Signed By:

B. Oakley

3/31/2021

Print Name:

Belinda Oakley

Title:

CEO, Chartwells K12



EXHIBIT “B-4” (corrected)

STATE OF FLORIDA FORMS



Florida Department of Agriculture and Consumer Services
Division of Food, Nutrition and Wellness

Original Contract Date

Year of Renewal

**2021/2022 RENEWAL CONTRACT
NONPROFIT FOOD SERVICE PROGRAM**

The undersigned parties mutually agree to renew their current Food Service Contract for a period of one year beginning on 07/01/2021 (mo./day/yr.), and ending on 6/30/2022 (mo./day/yr.), with the first day of food service being 07/01/2021 (mo./day/yr.). All terms and conditions of the contract as amended herein shall remain in full force and effect for the duration of this renewal.

Per Meal Prices Must Be Quoted as if No USDA Foods Will Be Received

	2020-2021 Rate ¹	2021-2022 Rate ¹	Percentage Increase ²
1. Reimbursable Breakfast	1. \$1.5633	1. \$1.6246	1. 3.9200%
2. Reimbursable Lunch (K-5)	2. \$3.1266	2. \$3.2492	2. 3.9200%
3. Reimbursable Lunch (6-8)	3. \$3.1266	3. \$3.2492	3. 3.9200%
4. Reimbursable Lunch (9-12)	4. \$3.1266	4. \$3.2492	4. 3.9200%
5. After-School Snack	5. \$0.7816	5. \$0.8122	5. 3.9200%
6. EDC Regular	6. \$2.6497	6. \$2.7536	6. 3.9200%
7. EDC Campers	7. \$2.9146	7. \$3.0289	7. 3.9200%
8. Summer Breakfast	8. \$1.5633	8. \$1.6246	8. 3.9200%
9. Summer Lunch	9. \$3.1266	9. \$3.2492	9. 3.9200%

¹Rates must not be rounded up. Do not exceed four decimal places.

²Percentage increase shall not exceed the maximum rate established in the original contract.

APPROVAL

This Renewal Contract is subject to approval by the Florida Department of Agriculture & Consumer Services, Division of Food, Nutrition and Wellness.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Contract as of the date indicated below. The individual signing as the authorized representative is deemed to have authorization to bind the agency to legal and binding agreements

Sponsor

Vendor (Caterer/FSMC)

for Charles F. Dodge, City Manager
(Print) Name of Authorized Representative Title

Belinda Oakley CEO, Chartwells K12
(Print) Name of Authorized Representative Title

[Signature] 11/17/2021
Signature of Authorized Representative Date

[Signature] 11/11/2021
Signature of Authorized Representative Date

0363 - City of Pembroke Pines
Sponsor Number and Name

Compass Group USA, Inc., by and through its Chartwells Division
Name of Company

601 City Center Way
Address

2400 Yorkmont Road
Address

Pembroke Pines, FL 33025
City, State, Zip

Charlotte, NC 28217
City, State, Zip

954-392-2130
Telephone

(704) 328-4000
Telephone

cdodge@ppines.com
Email

belinda.oakley@compass-usa.com
Email



Florida Department of Agriculture and Consumer Services
Division of Food, Nutrition and Wellness

EXHIBIT A
SITE INFORMATION LIST
NONPROFIT FOOD SERVICE PROGRAM

Sponsor Name: City of Pembroke Pines

Agreement Number 01-0363

Site Name & Address	Enrollment	Grade Levels	Number of Days Meals Served	Average Daily Participation	Meal Type	Serving Times	
						Begin	End
Pembroke Pines/FSU Charter Elementary School 601 SW 127nd Avenue Pembroke Pines, FL 33029	699	K-5	180	93.8%	Breakfast and Lunch	7:50a	1:19p
Pembroke Pines Charter Elementary School East Campus 10801 Pembroke Road Pembroke Pines, FL 33025	700	K-5	180	93.8%	Breakfast and Lunch	8:00a	1:15p
Pembroke Pines Charter Middle School Central Campus 12350 Sheridan Street Pembroke Pines, FL 33026	680	6-8	180	93.8%	Breakfast and Lunch	8:05a	1:23p
Pembroke Pines Charter Academic Village 17189 Sheridan Street Pembroke Pines, FL 33331	2,100	6-12	180	93.8%	Breakfast and Lunch	6:30a	12:57p
Pembroke Pines Charter Middle School West Campus 18500 Pembroke Road Pembroke Pines, FL 33029	655	6-8	180	93.8%	Breakfast and Lunch	8:05a	1:27p
Pembroke Pines Charter Elementary School Central Campus 12350 Sheridan Street Pembroke Pines, FL 33026	600	K-5	180	93.8%	Breakfast and Lunch	8:05a	1:11p
Pembroke Pines Charter Elementary School West Campus 1680 SW 184th Avenue Pembroke Pines, FL 33029	600	K-5	180	93.8%	Breakfast and Lunch	8:05a	1:35p



City of Pembroke Pines

EXHIBIT "B-4"

STATE OF FLORIDA FORMS

PLEASE REFER TO CORRECTED FORMS



Florida Department of Agriculture and Consumer Services
Division of Food, Nutrition and Wellness

Original Contract Date

Year of Renewal

**2021/2022 RENEWAL CONTRACT
NONPROFIT FOOD SERVICE PROGRAM**

The undersigned parties mutually agree to renew their current Food Service Contract for a period of one year beginning on 07/01/2021 (mo./day/yr.), and ending on 6/30/2021 (mo./day/yr.), with the first day of food service being 07/01/2021 (mo./day/yr.). All terms and conditions of the contract as amended herein shall remain in full force and effect for the duration of this renewal.

Per Meal Prices Must Be Quoted as if No USDA Foods Will Be Received

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¹Rates must not be rounded up. Do not exceed four decimal places.

²Percentage increase shall not exceed the maximum rate established in the original contract.

APPROVAL

This Renewal Contract is subject to approval by the Florida Department of Agriculture & Consumer Services, Division of Food, Nutrition and Wellness.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Contract as of the date indicated below. The individual signing as the authorized representative is deemed to have authorization to bind the agency to legal and binding agreements

Sponsor

Charles F. Dodge City Manager
(Print) Name of Authorized Representative Title

Charles F. Dodge 4/7/2021
Signature of Authorized Representative Date

0363- City of Pembroke Pines
Sponsor Number and Name

601 City Center Way
Address

Pembroke Pines, FL 33025
City, State, Zip

954-392-2130
Telephone

cdodge@ppines.com
Email

Vendor (Caterer/FSMC)

Peter Weber, CFO, Chartwells K12

(Print) Name of Authorized Representative Title

Peter Weber
Signature of Authorized Representative Date

Compass Group USA, Inc., by and through its Chartwells Division
Name of Company

2 International Drive
Address

Rye Brook, NY 10573
City, State, Zip

914-935-5300
Telephone

Peter.Weber@compass-usa.com
Email



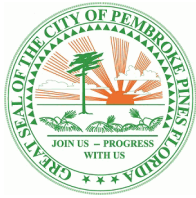
Florida Department of Agriculture and Consumer Services
Division of Food, Nutrition and Wellness

EXHIBIT A
SITE INFORMATION LIST
NONPROFIT FOOD SERVICE PROGRAM

Sponsor Name: City of Pembroke Pines

Agreement Number 01-0363

Site Name & Address	Enrollment	Grade Levels	Number of Days Meals Served	Average Daily Participation	Meal Type	Serving Times	
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Pembroke Pines Charter Academic Village 17189 Sheridan Street Pembroke Pines, FL 33331	2,400	6-12	180	93.8%	Breakfast and Lunch	6:30a	12:57p
Pembroke Pines Charter Middle School West Campus 18500 Pembroke Road Pembroke Pines, FL 33026	655	6-8	180	93.8%	Breakfast and Lunch	8:05a	1:27p
Pembroke Pines Charter Elementary School Central Campus 12350 Sheridan Street Pembroke Pines, FL 33026	600	K-5	180	93.8%	Breakfast and Lunch	8:05a	1:11p
Pembroke Pines Charter Elementary School West Campus 1680 SW 184th Avenue Pembroke Pines, FL 33029	600	K-5	180	93.8%	Breakfast and Lunch	8:05a	1:35p



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 14.

File ID: 21-0249

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 03/29/2021

Short Title: Contracts Database Report - 04/07/2021

Final Action: 04/07/2021

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

(A) Compass Group USA, Inc. - Food Service Management Services for
Charter Schools and Early Development Centers - Charter Schools

***Agenda Date:** 04/07/2021

Agenda Number: 14.

Internal Notes:

Attachments: 1. Contracts Database Report - April 7, 2021, 2. A. Compass Group USA, Inc. - Food Service -
(all backup)

1	City Commission	04/07/2021	approve	Pass
Action Text: A motion was made to approve on the Consent Agenda				
Aye: - 5 Mayor Ortis, Vice Mayor Good Jr., Commissioner Schwartz, Commissioner Castillo, and Commissioner Siple				
Nay: - 0				

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.

Agenda Request Form Continued (21-0249)

3. The Agreement shown below is listed on the Contracts Database Report for renewal.

(A) Compass Group USA, Inc. - Food Service Management for Charter Schools and Early Development Centers - Renewal

1. On June 13, 2018, pursuant to the City Commission's approval to award Request for Proposals # ED-17-05, the City entered into an agreement with Compass Group USA, Inc. for an initial one (1) year term which commenced on July 1, 2018 and naturally expired on June 30, 2019.

2. Compass Group USA, Inc. provides Food Management Services for the City of Pembroke Pines Charter Schools and Early Development Centers.

3. Section 3.2 of the Original Agreement allows for four (4) additional, one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. On June 17, 2019 the Parties executed the First Amendment to the Original Agreement to amend the compensation amount and to enter into the first one (1) year renewal term which commenced on July 1, 2019 and expired on June 30, 2020.

5. On July 1, 2019 the Parties executed the Second Amendment to the Original Agreement to include the investment package information for certain improvements to City's premises to facilitate the performance of the food service management program.

6. On May 20, 2020 the Parties executed the Third Amendment to the Original Agreement to amend the compensation amount and to enter into the second one (1) year renewal term which commenced on July 1, 2020 and expires on June 30, 2021.

7. The City of Pembroke Pines Charter Schools Department and the Early Development Centers recommend that the City Commission approve this Fourth Amendment to increase the compensation amount as described in Exhibit B-4, of the Fourth Amendment to the Original Agreement, as amended, and to enter into the third one (1) year renewal term, commencing on July 1, 2021 and expiring on June 30, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$2,587,592.88

b) Amount budgeted for this item in Account No:

Charter School Site		Account Coding
East Elementary	170-569-5051-531310-7600-310-0000-00550	\$313,836.67
West Elementary	170-569-5051-531310-7600-310-0000-00551	\$225,629.56
Central Elementary	170-569-5051-531310-7600-310-0000-00552	\$256,168.95
West Middle	171-569-5052-531310-7600-310-0000-00553	\$276,025.50
Central Middle	171-569-5052-531310-7600-310-0000-00554	\$326,316.72
Academic Village	172-569-5053-531310-7600-310-0000-	\$836,373.62
FSU Elementary	173-569-5061-531310-7600-310-0000-	\$301,874.13
Total		\$2,536,225.15

Agenda Request Form Continued (21-0249)

EDC Site	Account Coding	
West EDC	001-569-5002-552701-0000-000-0000-00208	\$28,502.16
Central EDC	001-569-5002-552701-0000-000-0000-00209	\$22,865.57
	Total	\$51,367.73

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

d) 5 year projection of the operational cost of the project: In regards to the Charter Schools, the Contract with Chartwells to provide food service is directly related to the revenue the City receives from the Federal Government for the National School Lunch Program. The revenues and the expenditures are all based on a "per meal" basis. Below is the total operational cost for the food service inclusive of overhead operating expenditures. The net result is a net revenue of \$187,320.85 in food service that the Charter Schools utilize to offset other indirect costs to operate the food service program such as utilities, administration, and janitorial services. The total expenditure below of \$2,723,546 is inclusive of the estimated cost of the Chartwells contract and represents the renewal period of the contract.

In regards to the Early Development Centers, the Contract with Chartwells to provide food service is directly related to the revenue the City receives from parents, based on a "per meal" basis. The net revenue of \$803.52 is used to offset other operating expenses, such as snacks for students/campers.

FY2021-2022

	Charter Schools	EDC's	Total	
Revenues	\$ 2,723,546.00		\$ 52,171.25	\$ 2,775,717.25
Expenditures	\$ 2,536,225.15		\$ 51,367.73	\$ 2,587,592.88
Net Revenue	\$ 187,320.85		\$ 803.52	\$ 188,124.37

Please also note that the total meal equivalents may fluctuate each year due to various factors including student participation, hurricane days, enrollment, etc.

e) Detail of additional staff requirements: Not Applicable



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/01/2020

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

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

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN102832071-Compa-Cyber-20-21 CHART CHARD	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Randi K. Nowell, CPCU, ARM</td> </tr> <tr> <td>PHONE (A/C, No. Ext): 404-995-3102</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: Compasscerts@Marsh.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2">INSURER A : Lloyd's Underwriters</td> </tr> <tr> <td colspan="2">INSURER B :</td> </tr> <tr> <td colspan="2">INSURER C :</td> </tr> <tr> <td colspan="2">INSURER D :</td> </tr> <tr> <td colspan="2">INSURER E :</td> </tr> <tr> <td colspan="2">INSURER F :</td> </tr> </table>	CONTACT NAME: Randi K. Nowell, CPCU, ARM		PHONE (A/C, No. Ext): 404-995-3102	FAX (A/C, No):	E-MAIL ADDRESS: Compasscerts@Marsh.com		INSURER(S) AFFORDING COVERAGE		INSURER A : Lloyd's Underwriters		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :																					
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INSURER F :																					
INSURED Compass Group USA, Inc. d/b/a Chartwells Dining Services 2400 Yorkmont Ave Charlotte, NC 28217																					

COVERAGES

CERTIFICATE NUMBER:

ATL-005071765-05

REVISION NUMBER: 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	Cyber/Network Security			B2000 190	09/30/2020	09/30/2021	Each Claim Aggregate 5,000,000 5,000,000

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/01/2020

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

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PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326	CONTACT NAME: Randi K. Nowell, CPCU, ARM PHONE (A/C, No. Ext): 404-995-3102 FAX (A/C, No): E-MAIL ADDRESS: Compasscerts@Marsh.com														
CN102832071-Compa-Crime-20-21 CHART CHARD	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Westchester Fire Insurance Company</td> <td>10030</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Westchester Fire Insurance Company	10030	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															
INSURED Compass Group USA, Inc. d/b/a Chartwells Dining Services 2400 Yorkmont Ave Charlotte, NC 28217															

COVERAGES **CERTIFICATE NUMBER:** ATL-005144570-05 **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						
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	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Crime, Employee Dishonesty, Third Party Crime	Y / N N	N / A	G2364227A 012	09/30/2020	09/30/2021	Limit 1,000,000

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/15/2021

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INSURER D :																					
INSURER E :																					
INSURER F :																					
INSURED Compass Group USA, Inc. 2400 Yorkmont Road Charlotte, NC 28217																					

COVERAGES

CERTIFICATE NUMBER:

ATL-005226701-01

REVISION NUMBER: 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N <input checked="" type="checkbox"/> N N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Sexual Abuse Molestation			W2678B200201 SIR: \$500,000	03/01/2020	06/15/2021	Per Claim/Victim 1,000,000 Aggregate 2,000,000

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

RE: Agreement for Food Service Management

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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**THIRD AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
COMPASS GROUP USA, INC. BY AND THROUGH ITS CHARTWELLS DIVISION**

THIS IS AN AGREEMENT ("Agreement"), dated this 20th day of May, 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

COMPASS GROUP USA, INC. BY AND THROUGH ITS CHARTWELLS DIVISION, a Profit Corporation as listed with the Delaware Division of Corporations, authorized to do business in the State of Florida, and with a business address of **2400 Yorkmont Rd, Tax Dept. Charlotte, NC 28217**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **June 13, 2018**, the CITY and CONTRACTOR entered into the Original Agreement ("Original Agreement") for an initial **one (1) year period**, commencing on **July 1, 2018** and expiring on **June 30, 2019**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement at the expiration of the initial term for **four (4) additional one (1) year terms** evidenced by a written amendment to the Original Agreement; and,

WHEREAS, on **June 17, 2019** the Parties executed the First Amendment to the Original Agreement which amended the Original Agreement to increase the compensation amount and include the provisions for Scrutinized Companies as required by statutory amendments imposed since the Parties entered into the Original Agreement. The Parties also entered into the first renewal term commencing on **July 1, 2019** and expiring on **June 30, 2020**; and,

WHEREAS, on **November 17, 2019** the Parties executed the Second Amendment to the Original Agreement, as amended, to include the Investment package information for certain improvements to CITY's premises to facilitate the performance of the foods service program; and,

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

WHEREAS, the Consumer Price Index has increased since the First Amendment was



executed, resulting in an increase in the Compensation; and,

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

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as 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. Section 4.2 of **Article 4** entitled "**Compensation and Method of Payment**" is hereby amended to increase the Compensation amount in accordance with Exhibit "A" of this Amendment for Fiscal Year 2020-2021 and for the remaining term of the Agreement.

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

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

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

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

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



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

ATTEST:

CITY:

CITY OF PEMBROKE PINES

BY:

Charles F. Dodge

Marlene D. Graham
MARLENE D. GRAHAM,
CITY CLERK

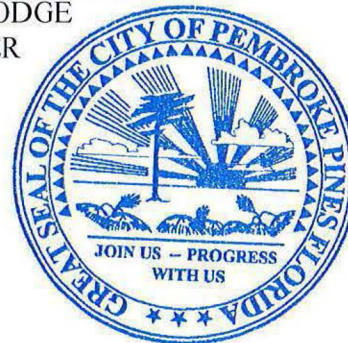
6/4/2020

CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

Jacob Hernandez

Print Name: *Jacob Hernandez*
OFFICE OF THE CITY ATTORNEY



CONTRACTOR:

COMPASS GROUP USA, INC.

By:

B. Oakley

5/7/2020

Name: Belinda Oakley

Title: CEO, Chartwells K12



Florida Department of Agriculture and Consumer Services
Division of Food, Nutrition and Wellness

Original Contract
Year of Renewal

**2020/2021 RENEWAL CONTRACT
NONPROFIT FOOD SERVICE PROGRAM**

The undersigned parties mutually agree to renew their current Food Service Contract for a period of one year beginning on 07/01/2020 (mo./day/yr.), and ending on 06/30/2021 (mo./day/yr.), with the first day of food service being 07/01/2020 (mo./day/yr.). All terms and conditions of the contract as amended herein shall remain in full force and effect for the duration of this renewal.

Per Meal Prices Must Be Quoted as if No USDA Foods Will Be Received

	2019-2020 Rate ¹	2020-2021 Rate ¹	Percentage Increase ²
1. Reimbursable Breakfast	1. \$1.5163	1. \$1.5633	1. 3.1000%
2. Reimbursable Lunch (K-5)	2. \$3.0326	2. \$3.1266	2. 3.1000%
3. Reimbursable Lunch (6-8)	3. \$3.0326	3. \$3.1266	3. 3.1000%
4. Reimbursable Lunch (9-12)	4. \$3.0326	4. \$3.1266	4. 3.1000%
5. After-School Snack	5. \$0.7581	5. \$0.7816	5. 3.1000%
6. EDC Regular	6. \$2.5700	6. \$2.6497	6. 3.1000%
7. EDC Campers	7. \$2.8270	7. \$2.9146	7. 3.1000%
8. Summer Breakfast	8. \$1.5163	8. \$1.5633	8. 3.1000%
9. Summer Lunch	9. \$3.0326	9. \$3.1266	9. 3.1000%

¹Rates must not be rounded up. Do not exceed four decimal places.

²Percentage increase shall not exceed the maximum rate established in the original contract.

APPROVAL

This Renewal Contract is subject to approval by the Florida Department of Agriculture & Consumer Services, Division of Food, Nutrition and Wellness.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Contract as of the date indicated below. The individual signing as the authorized representative is deemed to have authorization to bind the agency to legal and binding agreements.

Sponsor

Charles F. Dodge City Manager
(Print) Name of Authorized Representative Title

Charles F. Dodge 6/4/2020
Signature of Authorized Representative Date

0363- City of Pembroke Pines

Sponsor Number and Name

601 SW City Center Way

Address

Pembroke Pines, FL 33025

City, State, Zip

954-392-2130

Telephone

cdodge@ppines.com

Email

Vendor (Caterer/FSMC)

Belinda Oakley, CEO, Chartwells K12
(Print) Name of Authorized Representative Title

B. Oakley 5/7/2020
Signature of Authorized Representative Date

Compass Group USA, Inc., by and through
its Chartwells Division

Name of Company

2 International Drive

Address

Rye Brook, NY 10573

City, State, Zip

914-935-5300

Telephone

Belinda.Oakley@compass-usa.com

Email



Florida Department of Agriculture and Consumer Services
Division of Food, Nutrition and Wellness

**EXHIBIT A
SITE INFORMATION LIST
NONPROFIT FOOD SERVICE PROGRAM**

Sponsor Name: City of Pembroke Pines

Agreement Number 01-363

Site Name & Address	Enrollment	Grade Levels	Number of Days Meals Served	Average Daily Participation	Meal Type	Serving Times	
						Begin	End
Pembroke Pines/FSU Charter Elementary School 601 SW 127nd Avenue Pembroke Pines, FL 33029	699	K-5	180	93.8%	Breakfast and Lunch	7:50a	1:19p
Pembroke Pines Charter Elementary School East Campus 10801 Pembroke Road Pembroke Pines, FL 33025	700	K-5	180	93.8%	Breakfast and Lunch	8:00a	1:15p
Pembroke Pines Charter Middle School Central Campus 12350 Sheridan Street Pembroke Pines, FL 33026	680	6-8	180	93.8%	Breakfast and Lunch	8:05a	1:23p
Pembroke Pines Charter Academic Village 17189 Sheridan Street Pembroke Pines, FL 33331	2100	6-12	180	93.8%	Breakfast and Lunch	6:30a	12:57p
Pembroke Pines Charter Middle School West Campus 18500 Pembroke Road Pembroke Pines, FL 33029	655	6-8	180	93.8%	Breakfast and Lunch	8:05a	1:27p
Pembroke Pines Charter Elementary School Central Campus 12350 Sheridan Street Pembroke Pines, FL 33026	600	K-5	180	93.8%	Breakfast and Lunch	8:05a	1:11p
Pembroke Pines Charter Elementary School West Campus 1680 SW 184th Avenue Pembroke Pines, FL 33029	600	K-5	180	93.8%	Breakfast and Lunch	8:05a	1:35p



City of Pembroke Pines, FL

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

Agenda Request Form

File ID: 20-0375

Type: Agreements/Contracts

Status: Passed as
amended

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 04/27/2020

Short Title: Contracts Database Report

Final Action: 05/20/2020

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

(A) Compass Group USA, Inc. - Food Service Management Services for Charter Schools and Early Development Centers - Renewal

(B) South Florida Institute on Aging - Volunteering Services - Renewal

(C) Ford & Associates, Inc. - Financial Advisory Services for Debt Management - Renewal

(D) Elan Lawn and Landscape Services, Inc. - City-wide Grounds Maintenance - Renewal

(E) DBI Services, LLC. - Citywide Grounds Maintenance (Litter Control and Debris Removal) - Renewal

*Agenda Date: 05/20/2020

Agenda Number:

Internal Notes:

Attachments: 1. Contracts Database Report - May 20, 2020, 2. Compass Group USA Inc - Food Service Company (All Backup), 3. South Florida Institute on Aging - Volunteering Services (All Backup), 4. Ford & Associate, Inc. - Financial Advisory Services (All Backup), 5. Elan Lawn - City Wide Grounds Maintenance (All Backup), 6. DBI Services, Inc. - Citywide Grounds Maintenance 1st Amendment (All Backup)

1 City Commission 05/20/2020 approve

Pass

Action Text: A motion was made to approve 5(A) and 5(B) on the Consent Agenda

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

Nay: - 0

1 City Commission 05/20/2020 approve Pass

Action Text: Commissioner Good pulled 5(C), 5(D) and 5(E) from the Consent Agenda for discussion pertaining to contract renewal or going out to bid. 5(C) is Ford & Associates; 5(D) is Elan Lawn and Landscape Services, Inc. and 5(E) is DBI Services, LLC.

A motion was made by Commissioner Good, Jr., seconded by Vice Mayor Siple, to approve the renewal of 5(C). The motion carried by the following vote:

Notes: amend the motion to send 5(D) and 5(E) out for bid and

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

Nay: - 0

1 City Commission 05/20/2020 defer City Commission 06/03/2020 Fail

Action Text: A motion was made by Commissioner Schwartz, seconded by Mayor Ortis, to defer the decision to send items 5(D) and 5(E) out to bid pending further information from Administration. The motion to defer failed by the following vote:

Aye: - 2 Mayor Ortis, and Commissioner Schwartz

Nay: - 3 Vice Mayor Siple, Commissioner Good Jr., and Commissioner Chanzas

1 City Commission 05/20/2020 approve Pass

Action Text: A motion was made by Commissioner Good, Jr., seconded by Commissioner Chanzas, to approve sending 5(D) and 5(E) out for bid. The motion carried by the following vote:

Aye: - 3 Vice Mayor Siple, Commissioner Good Jr., and Commissioner Chanzas

Nay: - 2 Mayor Ortis, and Commissioner Schwartz

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

(A) Compass Group USA, Inc. - Food Service Management Services for Charter Schools and Early Development Centers - Renewal

(B) South Florida Institute on Aging - Volunteering Services - Renewal

(C) Ford & Associates, Inc. - Financial Advisory Services for Debt Management - Renewal

(D) Elan Lawn and Landscape Services, Inc. - City-wide Grounds Maintenance - Renewal

(E) DBI Services, LLC. - Citywide Grounds Maintenance (Litter Control and Debris Removal) - 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) Compass Group USA, Inc. - Food Service Management Services for Charter Schools and Early Development Centers - Renewal

1. Pursuant to the City Commission's approval on June 6, 2018 to award ED-17-05 to Compass Group USA, Inc., the City entered into an agreement on June 13, 2018 for an initial year beginning on July 1, 2018 and ending on June 30, 2019.
2. Compass Group USA, Inc. provides Food Management Services for the City of Pembroke Pines Charter Schools and Early Development Centers.
3. Section 3.2 of the original agreement allows for four (4) additional, one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The City of Pembroke Pines Charter Schools Department and the Early Development Centers recommend that the City renew this Agreement for the second one (1) year renewal term, commencing on July 1, 2020 and expiring on June 30, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$2,508,982.63
- b) **Amount budgeted for this item in Account No:**

Charter Schools

East Elem	170-569-5051-550-31310-7600-310	\$300,867.49
West Elem	170-569-5051-551-31310-7600-310	\$216,696.93
Central Elem	170-569-5051-550-31310-7600-310	\$245,517.05
West Middle	170-569-5051-550-31310-7600-310	\$263,819.89
Central Middle	170-569-5051-550-31310-7600-310	\$313,622.40
Academic Village	170-569-5051-550-31310-7600-310	\$799,590.32
FSU Elementary	170-569-5051-550-31310-7600-310	\$287,788.65
TOTAL	\$2,427,902.73	

EDCs

East EDC/ Village Center	1-569-5002-203-52701	\$300,867.49
Bright Beginnings/ WCY	1-569-5002-205-52701	\$300,867.49
West EDC	1-569-5002-208-52701	\$300,867.49
Central EDC	1-569-5002-209-52701	\$300,867.49
TOTAL		\$300,867.49

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

d) 5 year projection of the operational cost of the project: In regards to the Charter Schools, the Contract with Chartwells to provide food service is directly related to the revenue the City receives from the Federal Government for the National School Lunch Program. The revenues and the expenditures are all based on a "per meal" basis. Below is the total operational cost for the food service inclusive of overhead operating expenditures. The net result is a net revenue of \$298,785.27 in food service that the Charter Schools utilize to offset other indirect costs to operate the food service program such as utilities, administration, and janitorial services. The total expenditure below of \$2,726,688 is inclusive of the estimated cost of the Chartwells contract and represents the renewal period of the contract.

In regards to the Early Development Centers, the Contract with Chartwells to provide food service is directly related to the revenue the City receives from parents, based on a "per meal" basis. The net revenue of \$3,335.10 is used to offset other operating expenses, such as snacks for students/campers.

	FY 2020-2021		
	Charter Schools	EDC'S	Total
Revenues	\$2,726,688.00	\$84,415.00	\$2,811,103.00
Expenditures	\$2,427,902.73	\$81,079.90	\$2,508,982.63
Net Revenue	\$298,785.27	\$3,335.10	\$302,120.37

Please also note that the total meal equivalents may fluctuate each year due to various factors including student participation, hurricane days, enrollment, etc.

e) Detail of additional staff requirements: Not Applicable

(B) South Florida Institute on Aging - Volunteering Services - Renewal

1. On May 21, 2012, the City entered into a Volunteering Services Agreement with South Florida Institute on Aging, Inc. f/k/a Impact Broward, Inc. for an initial one (1) year period, commencing on May 21, 2012 and expiring on May 21, 2013.
2. The City of Pembroke Pines Community Services Department utilizes South Florida Institute on Aging to provide Volunteer Services at Southwest Focal Point Senior Center.
3. Section (1) (B) of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. The Original Agreement has been renewed seven (7) times with the Seventh Amendment on March 14, 2019 extending the agreement to May 31, 2020.

5. The Community Services Department recommends that the City Commission approve this Eighth Amendment for the eighth, one (1) year renewal term commencing on May 21, 2020 and ending on May 20, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** No Cost to the City
- 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.

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

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

**(C) Ford & Associates, Inc. - Financial Advisory Services for Debt Management -
Renewal**

- 1. On August 6, 2013 the City entered into a Financial Advisory Services Debt Management Agreement with Ford & Associates, Inc. for an initial five (5) year period, commencing on June 19, 2013 and expiring on May 14, 2018.
- 2. The City of Pembroke Pines Finance Department utilizes Ford & Associates, Inc. to provide financial advisory services for debt management.
- 3. Section 6.2.2 the Original Agreement provides for two (2) additional two (2) year renewal terms upon mutual consent.
- 4. On February 26, 2018 the City executed the First Amendment of the Original Agreement for the first, two (2) year renewal period commencing on May 15, 2018 and expiring on May 14, 2020.
- 5. The Finance Department recommends that the City Commission approve this Second Amendment for the final two (2) year renewal term commencing on May 15, 2020 and ending on May 14, 2022 as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** Costs are determined based on the type and size of the bond issue/financing, in accordance with the contract and is included as part of the amount borrowed. By Ordinance the City Commission must authorize each bond issue/financing prior to being issued.
- b) **Amount budgeted for this item in Account No:** Amounts are budgeted when the bond issue/financing is approved by Commission.
- 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	\$.00	\$.00	\$.00	\$.00	\$.00
Expenditures	\$.00	\$.00	\$.00	\$.00	\$.00
Net Cost	\$.00	\$.00	\$.00	\$.00	\$.00

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

(D) Elan Lawn and Landscape Services, Inc. - City-wide Grounds Maintenance - Renewal

1. Pursuant to the City Commission's approval on June 6, 2018 to award PSPW-17-07, on July 1, 2018 the City entered into a Contractual Services Agreement with Elan Lawn and Landscape Services, Inc. for an initial two (2) year period, commencing July 1, 2018 and expiring June 30, 2020.
2. The City of Pembroke Pines Public Services Department utilizes Elan Lawn and Landscape to provide Citywide Grounds Maintenance.
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 September 13, 2018 the City executed the First Amendment to the Agreement to update the Scope of Work.
5. On January 27, 2020 the City executed the Second Amendment to the Agreement to further update the Scope of Work.
6. The Public Services Department recommends that the City Commission approve this Third Amendment for the two (2) year renewal term commencing July 1, 2020 and ending June 30, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$1,743,714.50
- b) **Amount budgeted for this item in Account No:** Funds are budgeted in the following "Contractual services -other" accounts:

Coding	Total
100-541-6002-34990 Total	1,036,088.09
1-519-6001-34990 Total	173,134.58
1-519-6008-34990 Total	119,765.86
1-539-6004-34990 Total	110,958.68
1-569-5002-203-34990 Total	9,525.92
1-569-5002-208-34990 Total	6,506.16
1-569-5002-209-34990 Total	6,022.08
170-569-5051-550-34990-7900-310 Total	22,205.68
170-569-5051-551-34990-7900-310 Total	13,012.31
170-569-5051-552-34990-7900-310 Total	17,062.58
171-569-5052-553-34990-7900-310 Total	13,012.31
171-569-5052-554-34990-7900-310 Total	17,062.57
172-569-5053-34990-7900-310 Total	72,377.65
173-569-5061-34990-7900-310 Total	15,120.25
471-533-6031-34990 Total	64,106.84
471-535-6022-34990 Total	47,752.94
	1,743,714.50

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

d) **5 year projection of the operational cost of the project:** The annual renewal cost is \$1,743,714.50 which includes owner's contingency.

	Year 1	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	\$.00	\$.00	\$.00
Expenditures	\$435,928.62	\$1,743,714.50	\$1,307,785.88	\$.00	\$.00
Net Cost	\$435,928.62	\$1,743,714.50	\$1,307,785.88	\$.00	\$.00

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

(E) DBI Services, LLC. - Citywide Grounds Maintenance (Litter Control and Debris Removal) - Renewal

1. Pursuant to the City Commission's approval on June 6, 2018 to award PSPW-17-07, on June 26, 2018 the City entered into a Contractual Services Agreement with DBI Services, LLC for an initial two (2) year period, commencing July 1, 2018 and expiring June 30, 2020.
2. The City of Pembroke Pines Public Services Department utilizes DBI Services, LLC to provide all labor, equipment, and material for litter control and debris removal services as part of the City's maintenance of designated lawn and landscape areas belonging to the City within City limits.
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 Public Services Department recommends that the City Commission approve this First

Amendment for the two (2) year renewal term commencing July 1, 2020 and ending June 30, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** Annual cost of \$337,815.19
- b) **Amount budgeted for this item in Account No:** 100-541-6002-34990 (Contractual 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**

	Current FY	FY2021	FY2022	Year 4	Year 5
Revenues	\$.00	\$.00	\$.00	\$.00	\$.00
Expenditures	\$84,453.80	\$337,815.19	\$253,361.39	\$.00	\$.00
Net Cost	\$84,453.80	\$337,815.19	\$253,361.39	\$.00	\$.00

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/18/2020

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

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

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326	CONTACT NAME: Randi K. Nowell, CPCU, ARM PHONE (A/C, No, Ext): 404-995-3102 E-MAIL ADDRESS: Compasscerts@Marsh.com FAX (A/C, No):
CN102832071-Compa-UMB10-19- CHART CHARD	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co of PA INSURER B: New Hampshire Insurance Company INSURER C: Illinois National Insurance Company INSURER D: ACE Property And Casualty Ins Co INSURER E: American Home Assurance Co INSURER F:
INSURED Chartwells Dining Services A Division of Compass Group USA, Inc. 2400 Yorkmont Road Charlotte, NC 28217	NAIC # 23841 23817 20699 19380

COVERAGES	CERTIFICATE NUMBER: ATL-005066836-01	REVISION NUMBER: 2
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$1,000,000 <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL 6862397	09/30/2019	09/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA 4993222 (AOS) CA 4993226 (VA) CA 4993223 (MA) CA4993221 (Garage Liability) Self Insured for Physical Damage	09/30/2019 09/30/2019 09/30/2019 09/30/2019	09/30/2020 09/30/2020 09/30/2020 09/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			XOO G27738631 005	09/30/2019	09/30/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B E C B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC 017515739 (AOS) WC 017515740 (CA) WC 017515737 (FL) WC 017515743 (AZ, VT)	09/30/2019 09/30/2019 09/30/2019 09/30/2019	09/30/2020 09/30/2020 09/30/2020 09/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Liquor Liability			GL6862395 SIR: \$1,000,000	09/30/2019	09/30/2020	Each Common Cause 1,000,000 Aggregate 10,000,000

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

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

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, INC.		NAMED INSURED Chartwells Dining Services A Division of Compass Group USA, Inc. 2400 Yorkmont Road Charlotte, NC 28217	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation Continued:

Carrier: New Hampshire Insurance Company

Policy Number: WC 017515744

Effective Date: 09/30/2019

Expiration Date: 09/30/2020

Policy Covers States of: MA, WI, Stop Gap Coverage: ND, OH, WA, WY.

Limit:

E.L. Each Accident: \$2,000,000

E.L. Disease-Policy: \$2,000,000

E.L. Disease Each Employee: \$2,000,000

Carrier: AIU Insurance Company

Policy Number: WC 017515738

Effective Date: 09/30/2019

Expiration Date: 09/30/2020

Policy Covers States of: NY

Limit:

E.L. Each Accident: \$2,000,000

E.L. Disease-Policy: \$2,000,000

E.L. Disease Each Employee: \$2,000,000

Workers Compensation Continued:

Carrier: New Hampshire Insurance Company

Policy Number: XW C5565645

Effective Date: 09/30/2019

Expiration Date: 09/30/2020

Policy Covers States of: OH

Limit:

E.L. Each Accident: \$2,000,000

E.L. Disease-Policy: \$2,000,000

E.L. Disease Each Employee: \$2,000,000

ADDITIONAL INFORMATION

Umbrella Liability policy provides additional limits and follows the Additional Insured and Waiver of Subrogation provision of the above captioned underlying policies as shown, if required by written contract and permitted by law.

Workers Compensation Policy #WC017515739 Covers the States of: AL, AR, CO, CT, DC, DE, GA, HI, IA, ID, IN, KS, LA, MD, ME, MI, MN, MO, MS, MT, NE, NM, NY, OK, OR, RI, SC, SD, TN, TX, WV.

The Workers Comp Policy #WC017515743 includes all the states shown: AK, AZ, IL, KY, NC, NH, NJ, PA, UT, VA, VT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/29/2020

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

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

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326	CONTACT NAME: Randi K. Nowell, CPCU, ARM
	PHONE (A/C, No, Ext): 404-995-3102 FAX (A/C, No):
CN102832071-Compa-Cyber-19-20 CHART CHARD	E-MAIL ADDRESS: Compasscerts@Marsh.com
	INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Compass Group USA, Inc. d/b/a Chartwells Dining Services 2400 Yorkmont Ave Charlotte, NC 28217	INSURER A: Lloyd's Underwriters
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** ATL-005071765-01 **REVISION NUMBER:** 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Cyber/Network Security			B0801 28401P19	09/30/2019	09/30/2020	Each Claim 5,000,000 Aggregate 5,000,000

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

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

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/29/2020

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

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PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326	CONTACT NAME: Randi K. Nowell, CPCU, ARM	FAX (A/C, No):	
	PHONE (A/C, No, Ext): 404-995-3102	E-MAIL ADDRESS: Compasscerts@Marsh.com	
INSURED Compass Group USA, Inc. d/b/a Chartwells Dining Services 2400 Yorkmont Ave Charlotte, NC 28217	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Westchester Fire Insurance Company		10030
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

ATL-005071764-02

REVISION NUMBER: 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Crime, Employee Dishonesty, Third Party Crime			G2364227A011	09/30/2019	09/30/2020	Limit 5,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/29/2020

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PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326	CONTACT NAME: Randi K. Nowell, CPCU, ARM
	PHONE (A/C, No, Ext): 404-995-3102 FAX (A/C, No):
CN102832071-Compa-SAM-19-20 CHART CHARD	E-MAIL ADDRESS: Compasscerts@Marsh.com
	INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Compass Group USA, Inc. d/b/a Chartwells Dining Services 2400 Yorkmont Ave Charlotte, NC 28217	INSURER A: Syndicates 2623/623 at Lloyds
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** ATL-005041672-02 **REVISION NUMBER:** 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Sexual Abuse Molestation			W2678B200201 SIR: \$500,000	03/02/2020	03/02/2021	Per Claim/Victim 1,000,000 Aggregate 2,000,000

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

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

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AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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CAMERON M. HARRISTM
& COMPANY

USI Insurance Services
6100 Fairview Road, Suite 800
Charlotte, NC 28210
www.usi.com
Tel: 704.364.1233

June 16, 2020

Mr. Jonathan Bonilla
The City of Pembroke Pines
13975 Pembroke Road
Pembroke Pines, FL 33027

Re: Performance Bond # 106883869
Principal: Compass Group USA, Inc. by and through its Chartwells Dining Division
Description: Food Service Management
Bond Amount: \$244,367.00
Renewal Date: 7/1/20

Dear Mr. Bonilla:

In accordance with the renewal terms of the above bond, please find enclosed continuation certificate extending the term of the bond through 6/30/2021.

Should you have any questions, please do not hesitate to contact us. Thank you.

Sincerely,

Angie Ramsey
Surety Account Executive

/ar

enclosures

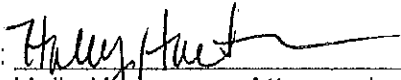
CONTINUATION CERTIFICATE

The Travelers Casualty and Surety Company of America (hereinafter called the Surety) hereby continues in force its Bond No. 106883869 in the sum of Two Hundred Forty Four Thousand Three Hundred Sixty Seven Dollars and 00/100 (\$244,367.00) Dollars, on behalf of Compass Group USA, Inc. by and through its Chartwells Dining Division in favor of The City of Pembroke Pines subject to all the conditions and terms thereof through June 30, 2020 at location of risk.

This Continuation is executed upon the express condition that the Surety's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Surety has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 11 day of April, 2019.

Travelers Casualty and Surety Company of America
Surety

By: 
Holly Hartmann, Attorney-in-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Holly Hartmann** of **CHARLOTTE North Carolina**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 11th day of April, 2019



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

AMENDMENT NUMBER TWO TO FOOD SERVICE AGREEMENT

THIS AMENDMENT NUMBER TWO is dated July 1, 2019, and is between **The City of Pembroke Pines ("SFA")** and **Compass Group USA, Inc. by and through its Chartwells Division ("Chartwells" or "FSMC")** (collectively the "Parties").

WHEREAS, the Client and Chartwells are Parties to a certain food service agreement constituted by the Client's acceptance of Chartwells' response to the Request for Proposal issued by the Client effective July 1, 2018, as amended and renewed by the First amendment to Agreement, effective Amendment on July 1, 2019, (collectively the "Agreement"), pursuant to which Chartwells manages the Client's food service operation and facilities; and

WHEREAS, the Parties now desire to add to and amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the Parties hereto agree as follows.

1. **Investment.** FSMC will fund certain improvements to SFA's premises to facilitate the performance of the food service program (collectively the "Investment"). The Investment shall not exceed One Hundred Twenty-Five Thousand Dollars (\$125,000.00), which shall be amortized below the line at Chartwells' expense on a straight-line depreciation basis beginning July 1, 2019 and ending June 30, 2023. SFA shall hold title to items funded by the Investment at the time they are purchased and/or installed at SFA's facility. If this Contract is terminated or not renewed for any reason prior to the full amortization of the Investment, SFA shall promptly select one of the following options: (i) pay the full amount of the unamortized portion of the Investment immediately upon termination; (ii) retain any equipment or other items funded by the Investment and continue to make payment to FSMC in accordance with the agreed upon monthly amortization schedule; or (iii) require the successor food service management company to promptly pay FSMC the unamortized portion of the Investment in full and continuing to pay the remaining monthly amortization payments to such successor company instead of to FSMC.

Notwithstanding the foregoing, the SFA's repayment obligation of the investment in the case of termination of the contract prior to full amortization, as set out in (i) through (iii) above, shall not apply if (1) FSMC loses its federal, state, or local food service license or (2) FSMC becomes ineligible to continue to provide its services to the SFA by being placed on the Public Entity Crimes list, Scrutinized Companies list, or any other lists which prohibits its ability to continue to provide its services to the SFA.

2. **Confirmation and Integration.** Except as expressly amended by this Amendment Two, the parties hereby confirm and ratify the Agreement in its entirety. The Agreement, as amended hereby, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements and understandings of the Parties in connection therewith.
3. **Counterparts.** This Amendment Two may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same original document.
4. **Headings.** The section headings herein are for convenience only and do not define, limit or construe the contents of such sections.
5. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized officers, all done the day and year first above written.

City of Pembroke Pines

By: Charles F. Dodge

Name: Charles F. Dodge

Title: City Manager

Date: 11/27/19

Compass Group USA, Inc., by and
through its Chartwells Division

By: B. Oakley

Name: Belinda Oakley

Title: CEO, Chartwells K12

Date: 10/25/2019

APPROVED AS TO LEGAL FORM
Brian Sherman
OFFICE OF THE CITY ATTORNEY
DATED: 10/28/19
Brian Sherman



**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
COMPASS GROUP USA, INC. BY AND THROUGH ITS CHARTWELLS DIVISION**

THIS AGREEMENT ("Agreement"), dated this 17 day of June 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

COMPASS GROUP USA, INC. BY AND THROUGH ITS CHARTWELLS DIVISION, a foreign profit corporation authorized to do business in the State of Florida, with a business address of **2400 Yorkmont Road, Tax Dept., Charlotte, NC 28217**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "Parties".

WHEREAS, on **June 13, 2018**, the CITY and CONTRACTOR entered into the Original Agreement ("Original Agreement") for an initial **one (1) year period**, commencing on **July 1, 2018** and expiring on **June 30, 2019** and,

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

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

WHEREAS, both costs and the Consumer Price Index have increased since the commencement of the agreement resulting in a compensation amount increase; and,

WHEREAS, the Parties also desire to amend the Original Agreement to include certain provisions required by statutory amendments imposed since the Parties entered into the Original Agreement; and,

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

WITNESSETH



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

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

SECTION 2. Section 4.2 of **Article 4** entitled "**Compensation and Method of Payment**" is hereby amended to increase the Compensation amount in accordance with Exhibit "A" of this amendment for Fiscal Year 2019-2020 and for the remaining term of the Agreement.

SECTION 3. Section 4.7 of **Article 4** entitled "**Compensation and Method of Payment**" is hereby repealed and replaced as follows:

4.7 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, within Florida Statutes.

SECTION 4. Article 20 entitled "**Miscellaneous**" is hereby amended by the addition of Section 20.19, as follows:

20.19 **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:

20.19.1 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

20.19.2 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:

20.19.2.1 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

20.19.2.2 Is engaged in business operations in Syria.



SECTION 5. The Original Agreement, is hereby renewed for the **first one (1) year renewal** period commencing on **July 1, 2019** and terminating on **June 30, 2020**.

SECTION 6. 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 7. 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 8. Each Exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

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



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

ATTEST:

MARLENE D. GRAHAM,
CITY CLERK

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

CITY:

CITY OF PEMBROKE PINES

BY:

CHARLES F. DODGE
CITY MANAGER

CONTRACTOR:

**COMPASS GROUP USA, INC. BY AND
THROUGH ITS CHARTWELLS DIVISION**

BY:

Print Name: Steven G. Nachimson

Title: Assistant General Counsel

WITNESSES

Lissette C. Robinson

Print Name

Grace Veluya

Print Name

STATE OF NEW YORK)

) ss:

COUNTY OF WESTCHESTER)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Steven G. Nachimson as Assistant General Counsel of **COMPASS GROUP USA, INC. BY AND THROUGH ITS CHARTWELLS DIVISION**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **COMPASS GROUP USA, INC. BY AND THROUGH ITS CHARTWELLS DIVISION**, 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 10th day of June, 2019.

NOTARY PUBLIC

Lissette C. Robinson

(Name of Notary Typed, Printed or Stamped)



Florida Department of Agriculture and Consumer Services
Division of Food, Nutrition and Wellness

**2019/2020 RENEWAL CONTRACT
NONPROFIT FOOD SERVICE PROGRAM**

Original Contract Date

Year of Renewal (Check)

1 ☒ 2 ☐ 3 ☐ 4 ☐

The undersigned parties mutually agree to renew their current Food Service Contract for a period of one year beginning on 7/1/2019 (mo./day/yr.), and ending on 6/30/2020 (mo./day/yr.), with the first day of food service being 7/1/19 (mo./day/yr.). All terms and conditions of the contract as amended herein shall remain in full force and effect for the duration of this renewal.

Per Meal Prices Must Be Quoted as if No USDA Foods Will Be Received

	2018-2019 Rate ¹	2019-2020 Rate ¹	Percentage Increase ²
1. Reimbursable Breakfast	1. \$1.475	1. \$1.5163	1. 2.799%
2. Reimbursable Lunch (K-5)	2. \$2.95	2. \$3.0326	2. 2.799%
3. Reimbursable Lunch (6-8)	3. \$2.95	3. \$3.0326	3. 2.799%
4. Reimbursable Lunch (9-12)	4. \$2.95	4. \$3.0326	4. 2.799%
5. After-School Snack	5. \$0.7375	5. \$0.7581	5. 2.799%
6. EDC Regular	6. \$2.50	6. \$2.5700	6. 2.799%
7. EDC Campers	7. \$2.75	7. \$2.8270	7. 2.799%

¹Rates must not be rounded up. Do not exceed four decimal places.

²Percentage increase shall not exceed the maximum rate established in the original contract.

APPROVAL

This Renewal Contract is subject to approval by the Florida Department of Agriculture & Consumer Services, Division of Food, Nutrition and Wellness.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Contract as of the date indicated below. The individual signing as the authorized representative is deemed to have authorization to bind the agency to legal and binding agreements.

Sponsor

Charles F. Dodge, City Manager
(Print) Name of Authorized Representative Title

Charles F. Dodge 6/12/19
Signature of Authorized Representative Date

0363- City of Pembroke Pines

Sponsor Number and Name

601 SW City Center Way

Address

Pembroke Pines, FL 33025

City, State, Zip

954-392-2130

Telephone

cdodge@ppines.com

Email

Vendor (Caterer/FSMC)

Belinda Oakley, CEO, Chartwells K12

(Print) Name of Authorized Representative Title

B. Oakley 6/10/2019
Signature of Authorized Representative Date

Compass Group USA, Inc., by and through its Chartwells Division

Name of Company

2 International Drive

Address

Rye Brook, NY 10573

City, State, Zip

914-935-5300

Telephone

Belinda.Oakley@compass-usa.com

Email

APPROVED AS TO LEGAL FORM
OFFICE OF THE CITY ATTORNEY
DATED: 6/13/19



Florida Department of Agriculture and Consumer Services
Division of Food, Nutrition and Wellness

EXHIBIT A
SITE INFORMATION LIST
NONPROFIT FOOD SERVICE PROGRAM

Sponsor Name: City of Pembroke Pines

Agreement Number 01-0363

Site Name & Address	Enrollment	Grade Levels	Number of Days Meals Served	Average Daily Participation	Meal Type	Serving Times	
						Begin	End
Pembroke Pines/FSU Charter Elementary School 601 SW 127nd Avenue Pembroke Pines, FL 33029	699	K-5	180	93.8%	Breakfast and Lunch	7:50a	1:19p
Pembroke Pines Charter Elementary School East Campus 10801 Pembroke Road Pembroke Pines, FL 33025	700	K-5	180	93.8%	Breakfast and Lunch	8:00a	1:15p
Pembroke Pines Charter Middle School Central Campus 12350 Sheridan Street Pembroke Pines, FL 33026	680	6-8	180	93.8%	Breakfast and Lunch	8:05a	1:23p
Pembroke Pines Charter Academic Village 17189 Sheridan Street Pembroke Pines, FL 33331	2100	6-12	180	93.8%	Breakfast and Lunch	6:30a	12:57p
Pembroke Pines Charter Middle School West Campus 18500 Pembroke Road Pembroke Pines, FL 33029	655	6-8	180	93.8%	Breakfast and Lunch	8:05a	1:27p
Pembroke Pines Charter Elementary School Central Campus 12350 Sheridan Street Pembroke Pines, FL 33026	600	K-5	180	93.8%	Breakfast and Lunch	8:05a	1:11p
Pembroke Pines Charter Elementary School West Campus 1680 SW 184th Avenue Pembroke Pines, FL 33029	600	K-5	180	93.8%	Breakfast and Lunch	8:05a	1:35p

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.


Compass Group USA, Inc., by and through its Chartwells Division

Organization Name

PR/Award Number or Project Name

Belinda Oakley, CEO, Chartwells K12

Name(s) and Title(s) of Authorized Representative(s)



Signature(s)

6/10/2019

Date

U.S. DEPARTMENT OF AGRICULTURE

**CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS)
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS**

This certification is required by the regulations implementing Sections 5151-5160, of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the MAY 25, 1990, Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

Alternative I

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notify the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Compass Group USA, Inc., by and through its Chartwells Division

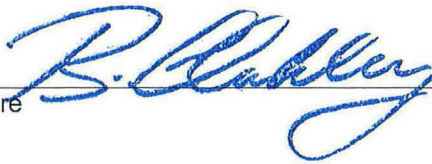
Organization Name

Award Number or Project Name

Belinda Oakley, CEO, Chartwells K12

Name and Title of Authorized Representative

Signature



06/10/2019

Date

Instructions for Certification

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.
2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If know, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if sued to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

Compass Group USA, Inc., by and through its Chartwells Division

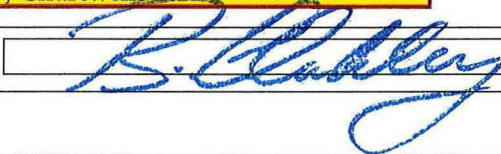
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: * First Name: Belinda Middle Name:

* Last Name: Oakley Suffix:

* Title: CEO, Chartwells K12

* SIGNATURE:



* DATE: 6/10/2019

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIALS/AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Pembroke Pines
by Steven G. Nachimson, Assistant General Counsel (print name of public entity)
(print individual's name and title)
for Compass Group USA, Inc., by and through its Chartwells Division
(print name of entity submitting sworn statement)

whose business address:

2 International Drive
Rye Brook, NY 10573

And (if applicable its Federal Employer Identification Number (FEIN) is: 56-1874931

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement): _____

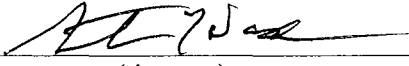
2. I understand that a "public entity crime" as defined in Paragraph 287.33(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision or any other state or of the United States. Including, but not limited to, any bid contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry or a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OR THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECITON 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(signature)

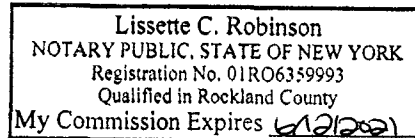
Sworn to and subscribed before me this 10th day of June, 2019.

Personally known: X or Produced Identification: _____

Type of Identification: _____ Notary Public - State of New York

Notary Signature:  Notary Stamp:

Form PUR 7068 (Rev. 06/18/92)



NEWS RELEASE

BUREAU OF LABOR STATISTICS
U. S. DEPARTMENT OF LABOR



Transmission of material in this release is embargoed until
8:30 a.m. (EST) January 11, 2019

USDL-19-0018

Technical information: (202) 691-7000 • cpi_info@bls.gov • www.bls.gov/cpi
Media Contact: (202) 691-5902 • PressOffice@bls.gov

CONSUMER PRICE INDEX –DECEMBER 2018

The Consumer Price Index for All Urban Consumers (CPI-U) declined 0.1 percent in December on a seasonally adjusted basis after being unchanged in November, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 1.9 percent before seasonal adjustment.

The seasonally adjusted decline in the all items index was caused by a sharp decrease in the gasoline index, which fell 7.5 percent in December. This decline more than offset increases in several indexes including shelter, food, and other energy components. The energy index fell 3.5 percent, as the gasoline and fuel oil indexes fell, but the indexes for natural gas and for electricity increased. The food index increased 0.4 percent in December.

The index for all items less food and energy increased 0.2 percent in December, the same increase as in October and November. Along with the index for shelter, the indexes for recreation, medical care, and household furnishings and operations all increased in December, while the indexes for airline fares, used cars and trucks, and motor vehicle insurance all declined.

The all items index increased 1.9 percent for the 12 months ending December; this was the first time the 12-month change has been under 2.0 percent since August 2017. The index for all items less food and energy rose 2.2 percent over the last 12 months, the same increase as for the 12 months ending November. The food index rose 1.6 percent over the past year, while the energy index declined 0.3 percent.

Chart 1. One-month percent change in CPI for All Urban Consumers (CPI-U), seasonally adjusted, Dec. 2017 - Dec. 2018

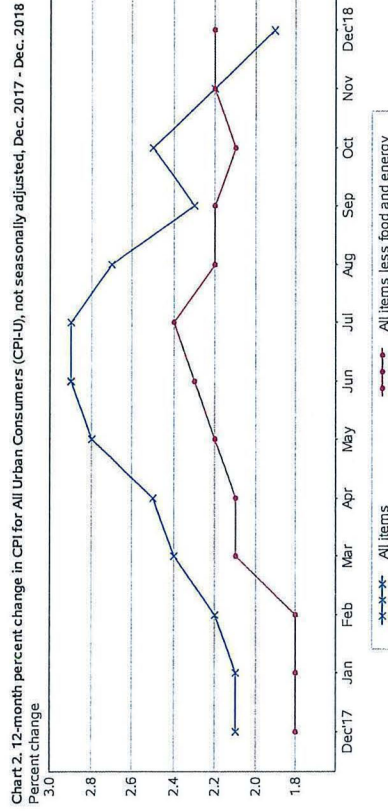
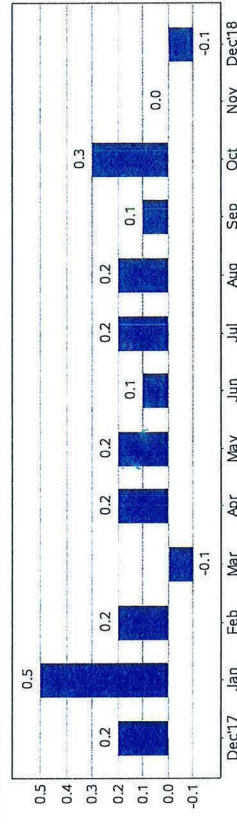


Chart 2. 12-month percent change in CPI for All Urban Consumers (CPI-U), not seasonally adjusted, Dec. 2017 - Dec. 2018

Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month						Unadjusted 12-mos. ended Dec. 2018
	June 2018	July 2018	Aug. 2018	Sep. 2018	Oct. 2018	Nov. 2018	Dec. 2018
All items	1	2	2	1	3	0	1
Food	2	1	1	1	1	2	1
Food away from home ¹	2	2	0	0	2	2	4
Energy	2	1	1	1	2	2	3
Gasoline (all types)	3	5	1	5	2	2	3
Fuel oil	6	6	3	2	2	4	3
Electricity	2	2	2	3	3	4	4
Energy services	5	4	4	4	3	3	3
Shelter	4	4	4	4	4	4	4
Medical care	1	1	1	1	1	1	1
Transportation services	1	1	1	1	1	1	1
Medical care services	1	1	1	1	1	1	1
All items less food and energy	2	2	2	2	2	2	2
Commodities	0	1	1	1	1	1	1
New vehicles	4	3	3	3	3	3	3
Used cars and trucks	7	3	3	3	3	3	3
Apparel	9	3	1	1	1	1	1
Medical care commodities	2	1	1	1	1	1	1
Services less energy services	2	3	3	3	3	3	3
Shelter	2	3	3	3	3	3	3
Transportation services	2	3	3	3	3	3	3
Medical care services	5	5	5	5	5	5	5

¹ Not seasonally adjusted.

Food

The food index rose 0.4 percent in December, the largest increase since May 2014. The food at home index rose 0.3 percent, as the index for fruits and vegetables increased 1.7 percent. The index for fresh fruits rose 1.3 percent and the fresh vegetables index increased 2.6 percent.

The index for cereals and bakery products advanced 0.4 percent, and the indexes for dairy and related products and for nonalcoholic beverages both increased 0.3 percent. The index for meats, poultry, fish, and eggs was unchanged, while the only major grocery store food group index to decline was other food at home, which fell 0.3 percent. The index for food away from home rose 0.4 percent, with the indexes for both full service meals and limited service meals increasing.

The index for food at home rose 0.6 percent over the past year, with four of the six major grocery store food groups increasing over the span. The food away from home index increased 2.8 percent over the past 12 months.

Energy

The energy index fell 3.5 percent in December following a 2.2-percent decline in November. The gasoline index fell 7.5 percent in December after a 4.2-percent decline the prior month. (Before seasonal adjustment, gasoline prices fell 9.9 percent in December.) The fuel oil index also declined sharply in December, falling 11.4 percent. However, the other major energy component indexes rose in December, with the index for natural gas increasing 5.6 percent and the electricity index rising 0.7 percent.

The energy index fell 0.3 percent over the past 12 months; this represented the first 12-month decline in the energy index since the period ending September 2016. The gasoline index declined 2.1 percent over the last year, more than offsetting increases in the other component indexes. The electricity index rose 1.1 percent, the index for natural gas increased 2.3 percent, and the fuel oil index advanced 1.9 percent.

All items less food and energy

The index for all items less food and energy increased 0.2 percent in December. The shelter index increased 0.3 percent in December, the same increase as the prior month. The indexes for rent and owners' equivalent rent both increased 0.2 percent, while the index for lodging away from home rose 2.7 percent.

The recreation index rose in December, increasing 0.6 percent. The medical care index rose 0.3 percent in December with its major component indexes mixed. The index for hospital services rose 0.5 percent, the physicians' services index was unchanged, and the index for prescription drugs declined 0.4 percent. The index for household furnishings and operations rose 0.3 percent in December, and the education index rose 0.2 percent.

The index for airline fares fell 1.5 percent in December following a 2.4-percent decline in November. The index for used cars and trucks fell 0.2 percent after rising in October and November. The motor vehicle insurance index fell 0.2 percent, its second consecutive decline. Several indexes were unchanged in December, including those for new vehicles, apparel, and communication.

The index for all items less food and energy rose 2.2 percent over the past 12 months, the same increase for the period ending November. The shelter index increased 3.2 percent over the last year, and the medical care index rose 2.0 percent.

Not seasonally adjusted CPI measures

The Consumer Price Index for All Urban Consumers (CPI-U) increased 1.9 percent over the last 12 months to an index level of 251.233 (1982-84=100). For the month, the index decreased 0.3 percent prior to seasonal adjustment.

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) increased 1.8 percent over the last 12 months to an index level of 244.786 (1982-84=100). For the month, the index decreased 0.5 percent prior to seasonal adjustment.

The Chained Consumer Price Index for All Urban Consumers (C-CPI-U) increased 1.8 percent over the last 12 months. For the month, the index declined 0.3 percent on a not seasonally adjusted basis. Please note that the indexes for the past 10 to 12 months are subject to revision.

Year in Review (December to December)

The all items CPI rose 1.9 percent in 2018, a smaller increase than the 2.1 percent increase in 2016 and 2017, but larger than the increases in any of the years from 2012 to 2015. It was also slightly larger than the 1.8-percent average annual increase over the past 10 years.

The food index increased 1.6 percent in 2018, the same increase as in 2017. The index for food at home increased 0.6 percent in 2018 following a 0.9-percent increase in 2017.

Four of the six major grocery store food group indexes increased in 2018. The index for cereals and bakery products increased the most, rising 1.7 percent after declining in 2016 and 2017. The fruits and vegetables index, which rose 1.5 percent in 2017, increased 1.6 percent in 2018. The index for nonalcoholic beverages increased 1.4 percent in 2018 after being unchanged in 2017. The index for other food at home also increased in 2018, rising 0.2 percent after advancing 0.5 percent the prior year.

In contrast, the index for meats, poultry, fish, and eggs declined in 2018, falling 0.4 percent after rising 2.8 percent in 2017. The dairy and related products index fell slightly in 2018, decreasing 0.1 percent, the fourth yearly decline in a row.

The index for food away from home rose 2.8 percent in 2018 after a 2.5-percent increase the prior year. Over the last 10 years, the food index rose at an average annual rate of 1.6 percent. The food at home index rose at a 0.9-percent rate, and the index for food away from home increased at a 2.4-percent rate since December 2008.

The energy index fell slightly in 2018, declining 0.3 percent after rising 6.9 percent in 2017. The gasoline index fell 2.1 percent in 2018 after rising in 2016 and 2017. The decline in the gasoline index more than offset increases in other energy component indexes. The index for electricity increased 1.1 percent in 2018 after rising 2.6 percent the prior year. The index for natural gas rose for the third consecutive year, increasing 2.3 percent. The fuel oil index rose 1.9 percent in 2018. The energy index increased at a 1.9-percent average annual rate over the past 10 years.

The index for all items less food and energy rose 2.2 percent in 2018, a larger increase than its 1.8-percent rise in 2017 and 1.8-percent average annual increase over the past 10 years. The shelter index rose 3.2 percent in 2018, the same increase as in 2017. The rent index rose 3.5 percent in 2018, while the index for owners' equivalent rent increased 3.2 percent. The index for household furnishings and operations increased 2.1 percent after falling in each of the prior 5 years.

The medical care index rose 2.0 percent in 2018, a slightly larger increase than its 1.8-percent increase the prior year. The index for hospital services rose 3.7 percent, while the physicians' services index increased 0.6 percent. The index for prescription drugs, however, fell 0.6 percent in 2018.

The index for motor vehicle insurance rose 4.6 percent in 2018 following larger increases in recent years. The index for new vehicles fell for the second year in a row, decreasing 0.3 percent after a 0.5-percent decline in 2017. The index for used cars and trucks rose 1.4 percent in 2018 after decreasing in each of the prior 2 years.

The education index increased 2.6 percent in 2018 after a 2.0-percent rise in 2017. The index for communication declined 1.8 percent in 2018, its ninth consecutive yearly decline. The recreation index rose 1.2 percent, and the index for personal care increased 1.8 percent. The index for tobacco increased 3.4 percent, and the alcoholic beverages index rose 1.8 percent.

The index for airline fares decreased for the sixth year in a row in 2018, falling 2.6 percent. The apparel index declined for the fifth consecutive year, though it decreased only 0.1 percent in 2018.

The Consumer Price Index for January 2019 is scheduled to be released on Wednesday, February 13, 2019, at 8:30 a.m. (EST).

Technical Note

Brief Explanation of the CPI

The Consumer Price Index (CPI) measures the change in prices paid by consumers for goods and services. The CPI reflects spending patterns for each of two population groups: all urban consumers and urban wage earners and clerical workers. The all urban consumer group represents about 93 percent of the total U.S. population. It is based on the expenditures of almost all residents of urban or metropolitan areas, including professionals, the self-employed, the poor, the unemployed, and retired people, as well as urban wage earners and clerical workers. Not included in the CPI are the spending patterns of people living in rural nonmetropolitan areas, farming families, people in the Armed Forces, and those in institutions, such as prisons and mental hospitals. Consumer inflation for all urban consumers is measured by two indexes, namely, the Consumer Price Index for All Urban Consumers (CPI-U) and the Chained Consumer Price Index for All Urban Consumers (C-CPI-U).

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) is based on the expenditures of households included in the CPI-U definition that meet two requirements: more than one-half of the household's income must come from clerical or wage occupations, and at least one of the household's earners must have been employed for at least 37 weeks during the previous 12 months. The CPI-W population represents about 29 percent of the total U.S. population and is a subset of the CPI-U population.

The CPIs are based on prices of food, clothing, shelter, fuels, transportation, doctors' and dentists' services, drugs, and other goods and services that people buy for day-to-day living. Prices are collected each month in 75 urban areas across the country from about 5,000 housing units and approximately 22,000 retail establishments (department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments). All taxes directly associated with the purchase and use of items are included in the index. Prices of fuels and a few other items are obtained every month in all 75 locations. Prices of most other commodities and services are collected every month in the three largest geographic areas and every other month in other areas. Prices of most goods and services are obtained by personal visits or telephone calls by the Bureau's trained representatives.

In calculating the index, price changes for the various items in each location are aggregated using weights, which represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. For the CPI-U and CPI-W, separate indexes are also published by size of city, by region of the country, for cross-classifications of regions and population-size classes, and for 23 selected local areas. Area indexes do not measure differences in the level of prices among cities; they only measure the average change in prices for each area since the base period. For the C-CPI-U, data are issued only at the national level. The CPI-U and CPI-W are considered final when released, but the C-CPI-U is issued in preliminary form and subject to three subsequent quarterly revisions.

The index measures price change from a designed reference date. For most of the CPI-U and the CPI-W, the reference base is 1982-84 equals 100. The reference base for the C-CPI-U is December 1999 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107.

Sampling Error in the CPI

The CPI is a statistical estimate that is subject to sampling error because it is based upon a sample of retail prices and not the complete universe of all prices. BLS calculates and publishes estimates of the 1-month, 2-month, 6-month, and 12-month percent change standard errors annually for the CPI-U. These standard error estimates can be used to construct confidence intervals for hypothesis testing. For

example, the estimated standard error of the 1-month percent change is 0.03 percent for the U.S. all items CPI. This means that if we repeatedly sample from the universe of all retail prices using the same methodology, and estimate a percentage change for each sample, then 95 percent of these estimates will be within 0.06 percent of the 1-month percentage change based on all retail prices. For example, for a 1-month change of 0.2 percent in the all items CPI-U, we are 95 percent confident that the actual percent change based on all retail prices would fall between 0.14 and 0.26 percent. For the latest data, including information on how to use the estimates of standard error, see <https://www.bls.gov/cpi/tables/variance-estimates/home.htm>.

Calculating Index Changes

Movements of the indexes from 1 month to another are usually expressed as percent changes rather than changes in index points, because index point changes are affected by the level of the index in relation to its base period, while percent changes are not. The following table shows an example of using index values to calculate percent changes:

	Item A	Item B	Item C
Year I	112,500	225,000	110,000
Year II	121,500	243,000	128,000
Change in index points	9,000	18,000	18,000
Percent change	$9,000/112,500 \times 100 = 8.0$	$18,000/225,000 \times 100 = 8.0$	$18,000/110,000 \times 100 = 16.4$

Use of Seasonally Adjusted and Unadjusted Data

The Consumer Price Index (CPI) produces both unadjusted and seasonally adjusted data. Seasonally adjusted data are computed using seasonal factors derived by the X-13ARIMA-SEATS seasonal adjustment method. These factors are updated each February, and the new factors are used to revise the previous 5 years of seasonally adjusted data. For more information on data revision scheduling, please see the Factsheet on Seasonal Adjustment at www.bls.gov/cpi/seasonal-adjustment/questions-and-answers.htm and the Timeline of Seasonal Adjustment Methodological Changes at www.bls.gov/cpi/seasonal-adjustment/timeline-seasonal-adjustment-methodology-changes.htm.

For analyzing short-term price trends in the economy, seasonally adjusted changes are usually preferred since they eliminate the effect of changes that normally occur at the same time and in about the same magnitude every year—such as price movements resulting from weather events, production cycles, model changeovers, holidays, and sales. This allows data users to focus on changes that are not typical for the time of year. The unadjusted data are of primary interest to consumers concerned about the prices they actually pay. Unadjusted data are also used extensively for escalation purposes. Many collective bargaining contract agreements and pension plans, for example, tie compensation changes to the Consumer Price Index before adjustment for seasonal variation. BLS advises against the use of seasonally adjusted data in escalation agreements because seasonally adjusted series are revised annually.

Intervention Analysis

The Bureau of Labor Statistics uses intervention analysis seasonal adjustment for some CPI series. Sometimes extreme values or sharp movements can distort the underlying seasonal pattern of price change. Intervention analysis seasonal adjustment is a process by which the distortions caused by such unusual events are estimated and removed from the data prior to calculation of seasonal factors. The

resulting seasonal factors, which more accurately represent the seasonal pattern, are then applied to the unadjusted data.

For example, this procedure was used for the motor fuel series to offset the effects of the 2009 return to normal pricing after the worldwide economic downturn in 2008. Retaining this outlier data during seasonal factor calculation would distort the computation of the seasonal portion of the time series data for motor fuel, so it was estimated and removed from the data prior to seasonal adjustment. Following that, seasonal factors were calculated based on this "prior adjusted" data. These seasonal factors represent a clearer picture of the seasonal pattern in the data. The last step is for motor fuel seasonal factors to be applied to the unadjusted data.

For the seasonal factors introduced in January 2018, BLS adjusted 38 series using intervention analysis seasonal adjustment, including selected food and beverage items, motor fuels, and natural gas.

Revision of Seasonally Adjusted Indexes

Seasonally adjusted data, including the U.S. city average all items index levels, are subject to revision for up to 5 years after their original release. Every year, economists in the CPI calculate new seasonal factors for seasonally adjusted series and apply them to the last 5 years of data. Seasonally adjusted indexes beyond the last 5 years of data are considered to be final and not subject to revision. In January 2018, revised seasonal factors and seasonally adjusted indexes for 2013 to 2017 were calculated and published. For series which are directly adjusted using the Census X-13ARIMA-SEATS seasonal adjustment software, the seasonal factors for 2017 will be applied to data for 2018 to produce the seasonally adjusted 2018 indexes. Series which are indirectly seasonally adjusted by summing seasonally adjusted component series have seasonal factors which are derived and are therefore not available in advance.

Determining Seasonal Status

Each year the seasonal status of every series is reevaluated based upon certain statistical criteria. Using these criteria, BLS economists determine whether a series should change its status from "not seasonally adjusted" to "seasonally adjusted", or vice versa. If any of the 81 components of the U.S. city average all items index change their seasonal adjustment status from seasonally adjusted to not seasonally adjusted, not seasonally adjusted data will be used in the aggregation of the dependent series for the last 5 years, but the seasonally adjusted indexes before that period will not be changed. Twenty-nine of the 81 components of the U.S. city average all items index are not seasonally adjusted for 2018.

Contact Information

For additional information about the CPI visit www.bls.gov/cpi or contact the CPI Information and Analysis Section at 202-691-7000 or cpi_info@bls.gov.

For additional information on seasonal adjustment in the CPI visit <https://www.bls.gov/cpi/seasonal-adjustment/home.htm> or contact the CPI seasonal adjustment section at 202-691-6968 or cpiseas@bls.gov.

Information from this release will be made available to sensory impaired individuals upon request. Voice phone: 202-691-5200; Federal Relay Service: 1-800-877-8339.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2018
[1982=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2018	Unadjusted indexes		Unadjusted percent change		Seasonally adjusted percent change			
		Dec. 2017	Nov. 2018	Dec. 2018	Nov. 2018	Dec. 2017	Nov. 2018	Dec. 2018	Nov. 2018
All items.....	100.000	246,524	252,038	251,233	1.9	-0.3	0.3	0.0	0.4
Food.....	13.255	251,238	254,379	255,210	1.6	0.3	-0.1	0.2	0.4
Food at home.....	7.244	238,579	239,352	239,989	0.6	0.3	-0.2	0.2	0.3
Cereals and bakery products.....	0.955	269,847	273,240	274,321	1.7	0.4	-0.6	0.6	0.4
Meats, poultry, fish, and eggs.....	1.896	248,420	247,954	247,327	-0.4	-0.3	0.0	0.3	0.0
Dairy and related products.....	0.724	216,916	215,896	216,652	-0.1	0.4	-0.4	-0.2	0.3
Fruits and vegetables.....	1.273	236,476	236,362	301,134	1.6	1.6	-0.7	0.0	1.7
Nonalcoholic beverages and beverage materials.....	0.863	166,006	167,891	168,339	1.4	0.3	0.2	-0.4	0.3
Other food at home.....	1.632	209,401	210,407	209,739	0.2	-0.3	0.0	0.3	-0.3
Food away from home ¹	6.011	271,811	278,306	279,419	2.8	0.4	0.1	0.3	0.4
Energy.....	7.679	206,598	215,910	205,905	-0.3	-4.6	2.4	-2.2	-3.5
Energy commodities.....	4.351	222,389	241,633	218,497	-1.8	-9.6	2.9	-4.1	-7.4
Fuel oil.....	0.121	270,955	305,370	276,103	-1.9	-9.6	3.7	-2.9	-11.4
Motor fuel.....	4.155	217,972	238,934	213,838	-1.9	-9.7	3.0	-4.1	-7.4
Gasoline (all types).....	4.660	216,781	235,381	212,152	-2.1	-9.9	3.0	-4.2	-7.5
Energy services.....	3.329	201,066	200,146	203,600	1.4	1.8	1.7	0.4	1.8
Electricity.....	2.592	206,406	208,339	210,637	1.1	0.6	2.3	0.3	0.7
Utility (pipe) gas service.....	0.747	175,909	169,821	179,999	2.3	6.0	-0.6	0.7	5.6
All items less food and energy.....	79.065	253,558	259,105	259,083	2.2	0.0	0.2	0.2	0.2
Commodities less food and energy.....	19.536	142,647	143,542	142,840	0.1	-0.5	0.3	0.2	0.1
Apparel.....	3.057	120,614	124,935	120,526	-0.1	-3.5	0.1	-0.9	0.0
New vehicles.....	3.704	146,522	145,826	146,126	-0.3	0.2	-0.2	0.0	0.0
Used cars and trucks.....	2.382	136,118	138,010	138,069	1.4	0.0	2.6	2.4	-0.2
Medical care commodities.....	1.713	380,087	380,656	378,190	-0.5	-0.6	-0.1	0.4	-0.2
Alcoholic beverages.....	0.970	246,791	251,326	251,131	1.8	-0.1	0.1	0.3	0.0
Tobacco and smoking products.....	0.659	1,046,785	1,063,514	1,062,248	3.4	-0.1	1.3	0.4	-0.4
Services less energy services.....	59.529	322,250	330,983	331,478	2.9	0.1	0.2	0.2	0.3
Shelter.....	33.078	301,985	310,950	311,652	3.2	0.2	0.2	0.3	0.3
Rent of primary residence.....	7.897	313,904	323,968	324,815	3.5	0.3	0.2	0.4	0.2
Owners' equivalent rent of residences ²	23.924	310,041	319,338	320,038	3.2	0.2	0.3	0.3	0.2
Medical care services.....	6.932	509,045	520,973	522,506	2.6	0.3	0.2	0.4	0.4
Physicians' services.....	1.726	377,734	379,872	379,885	0.6	0.0	0.0	-0.3	0.0
Hospital services ³	2.327	323,114	334,242	334,964	3.7	0.2	0.0	0.5	0.5
Transportation services.....	5.990	313,645	324,168	322,317	2.8	-0.6	0.1	-0.3	-0.2
Motor vehicle maintenance and repair ¹	1.126	283,107	290,114	289,705	2.3	-0.1	0.2	0.4	-0.1
Motor vehicle insurance.....	2.409	547,586	573,338	572,824	4.6	-0.1	0.5	-0.5	-0.2
Airline fares.....	0.699	254,947	263,809	248,290	-2.6	-5.9	0.0	-2.4	-1.5

¹ Not seasonally adjusted.
² Indexes on a December 1982=100 base.
³ Indexes on a December 1996=100 base.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2018
[1982=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2018	Unadjusted percent change		Seasonally adjusted percent change			
		Dec. 2017	Nov. 2018	Dec. 2017	Nov. 2018	Dec. 2018	Nov. 2018
All items.....	100.000	1.9	-0.3	0.3	0.0	0.0	-0.1
Food.....	13.255	1.6	0.3	-0.1	0.2	0.2	0.4
Food at home.....	7.244	0.7	0.4	-0.2	0.6	0.6	0.4
Cereals and bakery products.....	0.955	1.7	0.4	-0.6	0.6	0.6	0.4
Cereals and cereal products.....	0.305	0.2	0.6	-2.1	0.6	0.6	0.4
Flour and prepared flour mixes.....	0.038	-0.6	0.5	-2.7	0.2	0.2	0.5
Breakfast cereal.....	0.148	-0.9	1.3	-0.7	-0.5	-0.5	1.3
Rice, pasta, cornmeal ¹	0.119	1.9	-0.2	-2.8	1.8	1.8	-0.7
Rice ^{1,2,3}	3.2	-0.2	0.3	-2.1	2.7	2.7	-0.2
Bakery products ¹	0.650	2.4	0.3	0.2	0.5	0.5	1.2
Bread ^{1,2}	0.191	2.7	1.2	0.4	0.6	0.6	1.2
White bread ^{1,3}	3.1	1.9	1.0	0.1	1.9	1.9	0.1
Bread other than white ^{1,3}	2.7	0.6	0.0	1.4	0.6	0.6	0.6
Fresh biscuits, rolls, muffins ²	1.5	-0.6	-1.0	2.1	-0.8	-0.8	0.7
Cakes, cupcakes, and cookies.....	0.164	3.5	0.4	0.4	0.9	0.9	0.7
Cookies ³	2.6	-0.1	0.0	1.0	1.0	1.0	0.0
Fresh cakes and cupcakes ^{1,3}	4.7	1.0	0.7	1.8	1.0	1.0	0.0
Other bakery products.....	0.201	1.5	-0.2	-0.2	0.8	0.8	0.2
Fresh sweetrolls, coffeecakes, doughnuts ^{1,3}	3.8	-0.1	1.2	0.0	-0.1	-0.1	0.4
Crackers, bread, and cracker products ¹	1.1	0.6	-0.5	0.7	0.7	0.7	0.4
Frozen and refrigerated bakery products, pies, tarts, turnovers ¹	0.9	-0.5	0.1	0.5	0.5	0.5	-0.3
Meats, poultry, fish, and eggs.....	1.596	-0.4	-0.3	0.0	0.3	0.3	0.0
Meats, poultry, and fish.....	1.504	-0.3	0.0	0.4	0.2	0.2	0.2
Meats.....	0.939	-0.9	-0.6	-0.7	0.7	0.7	0.1
Beef and veal.....	0.425	-0.6	-0.4	0.2	0.2	0.2	0.1
Uncooked ground beef ¹	0.170	-2.5	-0.8	-0.9	0.8	0.8	-0.8
Uncooked beef steaks ^{1,2}	0.059	1.7	1.2	-3.8	-0.4	-0.4	1.2
Uncooked beef steaks ²	0.158	0.0	-0.4	0.3	0.4	0.4	0.5
Uncooked other beef and veal ^{1,2}	0.038	2.2	-1.6	0.9	-0.4	-0.4	-1.6
Pork.....	0.294	-1.4	-1.6	-0.7	1.8	1.8	0.1
Bacon, breakfast sausage, and related products ²	0.131	-1.9	-1.0	-1.1	2.9	2.9	0.0
Bacon and related products ³	-0.5	0.5	0.5	3.3	3.3	3.3	2.2
Breakfast sausage and related products ^{2,3}	-3.2	-2.9	-2.9	-1.0	-2.2	-2.2	0.5
Ham.....	0.053	-2.3	-4.0	-1.8	2.4	2.4	-0.5
Ham, excluding canned ²	-2.6	-4.6	-4.6	-1.7	2.2	2.2	-0.8
Pork chops.....	0.043	2.6	0.7	0.2	-2.3	-2.3	0.7
Other pork including roasts, steaks, and ribs ²	0.067	-2.4	-2.2	0.4	2.9	2.9	-0.7
Other meats.....	0.219	-0.7	0.6	-0.4	0.2	0.2	0.3
Frankfurters ³	0.067	0.4	1.6	0.7	0.5	0.5	0.2
Lunchmeats ^{2,3}	0.067	0.4	1.6	0.7	0.5	0.5	0.2
Lamb and organ meats ^{1,3}	0.067	0.4	1.6	0.7	0.5	0.5	0.2
Lamb and mutton ^{1,2,3}	0.067	0.4	1.6	0.7	0.5	0.5	0.2
Poultry ^{1,2}	0.313	-1.4	0.1	0.6	-0.4	-0.4	0.1
Chicken ^{1,2}	0.257	-0.8	0.5	1.0	-0.8	-0.8	0.5
Fresh whole chicken ^{1,3}	-2.2	-1.5	-1.5	0.3	-0.6	-0.6	-1.5
Fresh and frozen chicken parts ^{1,3}	0.2	1.3	1.5	-0.7	1.3	1.3	1.3
Other uncooked poultry including turkey ²	-4.5	-2.0	-1.3	4.6	-2.4	-2.4	0.7
Fish and seafood.....	0.253	3.2	-0.1	1.4	0.2	0.2	1.7
Fresh fish and seafood ²	0.129	4.9	0.5	1.6	0.9	0.9	1.7
Processed fish and seafood ²	0.123	1.4	-0.7	1.4	-0.7	-0.7	-0.2
Shell stable fish and seafood ^{1,3}	3.6	-0.6	1.8	1.8	0.6	0.6	-0.6

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2018 — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2018	Unadjusted percent change				Seasonally adjusted percent change			
		Dec. 2017- 2018	Nov. 2018	Dec. 2018	Nov. 2018	Sep. 2018- 2018	Oct. 2018	Nov. 2018	Dec. 2018
Frozen fish and seafood ³	0.092	1.2	-1.0	1.4	-0.7	1.4	-0.7	-0.1	-0.1
Eggs.....	0.794	-2.2	1.3	-0.3	-0.6	-0.8	-0.9	-0.3	-0.3
Dairy and related products.....	0.201	-0.1	0.4	-0.4	-0.2	-0.2	-0.2	-0.2	-0.2
Milk ^{1, 2}	0.201	-1.2	-0.5	0.7	0.5	-0.5	-0.5	-0.5	-0.5
Fresh whole milk ²	0.236	-0.1	-0.1	0.8	1.1	-0.6	-0.6	-0.6	-0.6
Fresh milk other than whole ^{1, 3}	0.104	-0.4	0.1	-1.1	0.0	0.5	0.5	0.5	0.5
Cheese and related products.....	0.183	1.2	1.1	0.0	-0.4	0.1	0.1	0.1	0.1
Ice cream and related products.....	1.273	0.7	1.2	-0.3	-1.5	1.2	1.2	1.2	1.2
Other dairy and related products ^{1, 2}	1.010	1.6	1.6	-0.7	0.0	1.7	1.7	1.7	1.7
Fruits and vegetables.....	0.536	1.8	1.9	-0.8	0.1	1.9	1.9	1.9	1.9
Fresh fruits.....	0.073	-0.7	0.5	-1.8	-0.8	1.3	1.3	1.3	1.3
Apples.....	0.078	-0.3	1.6	2.8	-0.9	2.1	2.1	2.1	2.1
Bananas.....	0.158	0.9	1.4	-0.7	-1.0	1.4	1.4	1.4	1.4
Citrus fruits ²	0.227	5.0	-2.5	-2.5	3.9	3.3	3.3	3.3	3.3
Oranges, including tangerines ³	0.473	3.6	-2.8	-2.8	5.6	5.6	5.6	5.6	5.6
Other fresh fruits ²	0.073	4.8	1.9	-3.2	-2.5	-0.1	-0.1	-0.1	-0.1
Other fresh vegetables.....	0.073	4.6	3.4	0.3	1.0	2.6	2.6	2.6	2.6
Potatoes.....	0.060	1.8	0.4	1.9	0.6	0.9	0.9	0.9	0.9
Tomatoes ¹	0.081	15.0	13.4	1.5	-2.6	14.5	14.5	14.5	14.5
Other fresh vegetables.....	0.259	1.6	5.5	-0.4	7.5	5.5	5.5	5.5	5.5
Processed fruits and vegetables ²	0.264	4.0	1.3	0.5	1.2	0.3	0.3	0.3	0.3
Canned fruits and vegetables ²	0.143	0.9	0.7	-0.4	-0.3	0.7	0.7	0.7	0.7
Canned fruits ^{2, 3}	0.077	3.1	1.6	-1.0	-0.4	1.5	1.5	1.5	1.5
Canned vegetables ^{2, 3}	0.077	2.3	1.4	-0.5	-0.1	1.4	1.4	1.4	1.4
Frozen fruits and vegetables ²	0.043	4.2	1.7	-1.8	0.1	1.3	1.3	1.3	1.3
Frozen vegetables ²	0.043	-2.5	-1.4	0.6	1.0	-1.3	-1.3	-1.3	-1.3
Other processed fruits and vegetables including dried ²	0.043	-1.7	-0.5	0.7	1.2	-0.7	-0.7	-0.7	-0.7
Dried beans, peas, and lentils ^{1, 2, 3}	0.663	-0.4	1.2	-0.3	-1.1	1.2	1.2	1.2	1.2
Nonalcoholic beverages and beverage materials.....	0.614	-4.1	1.3	-0.7	-1.5	1.3	1.3	1.3	1.3
Juices and nonalcoholic drinks ²	0.284	1.4	0.3	0.2	-0.4	0.3	0.3	0.3	0.3
Carbonated drinks.....	0.009	2.5	0.0	0.3	-0.3	0.1	0.1	0.1	0.1
Frozen noncarbonated juices and drinks ^{1, 2}	0.351	4.1	0.1	1.1	0.9	0.1	0.1	0.1	0.1
Nonfrozen noncarbonated juices and drinks ²	0.250	0.2	0.1	0.4	-0.5	0.2	0.2	0.2	0.2
Beverage materials including coffee and tea ²	0.160	1.5	0.0	0.3	-0.9	0.8	0.8	0.8	0.8
Coffee.....	0.090	-2.0	0.6	0.2	-0.6	0.7	0.7	0.7	0.7
Roasted coffee ³	0.090	-1.3	0.6	0.2	0.0	1.1	1.1	1.1	1.1
Instant coffee ^{1, 3}	1.832	-4.0	2.0	1.5	-3.0	2.0	2.0	2.0	2.0
Other beverage materials including tea ²	0.277	0.2	1.2	0.7	-1.0	1.2	1.2	1.2	1.2
Other food at home.....	0.041	0.2	-0.3	0.0	0.3	-0.3	-0.3	-0.3	-0.3
Sugar and artificial sweeteners.....	0.184	0.0	-0.5	-0.7	0.3	-0.5	-0.5	-0.5	-0.5
Sugar and chewing gum ^{1, 2}	0.053	-3.0	-1.8	-1.0	0.1	-1.4	-1.4	-1.4	-1.4
Candy and chewing gum ^{1, 2}	0.271	1.3	-0.1	0.1	0.9	-0.1	-0.1	-0.1	-0.1
Other sweets ²	0.060	-2.0	-1.0	-1.9	1.2	-0.9	-0.9	-0.9	-0.9
Fats and oils.....	0.052	-0.5	-0.1	-0.3	0.3	-0.4	-0.4	-0.4	-0.4
Butter and margarine ²	0.100	0.0	-1.0	-0.7	1.7	-0.7	-0.7	-0.7	-0.7
Butter.....	0.052	-0.2	-1.9	-0.5	1.5	-0.7	-0.7	-0.7	-0.7
Margarine ²	0.052	0.6	-0.1	-0.9	1.2	-1.4	-1.4	-1.4	-1.4
Salad dressing.....	0.100	1.2	1.1	0.0	0.5	-0.4	-0.4	-0.4	-0.4
Other fats and oils including peanut butter ²	1.344	-1.7	-0.1	-0.1	-0.3	-0.2	-0.2	-0.2	-0.2
Peanut butter ^{1, 2, 3}	0.079	6.2	1.3	3.4	-1.8	1.3	1.3	1.3	1.3
Other foods.....	0.079	0.3	-0.3	0.3	0.3	-0.2	-0.2	-0.2	-0.2

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2018 — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2018	Unadjusted percent change				Seasonally adjusted percent change			
		Dec. 2017- 2018	Nov. 2018	Dec. 2018	Nov. 2018	Sep. 2018- 2018	Oct. 2018	Nov. 2018	Dec. 2018
Soups.....	0.079	-1.4	1.6	1.4	-1.7	1.4	-1.7	2.5	2.5
Frozen and freeze dried prepared foods ¹	0.232	-1.3	0.2	-0.3	-0.4	-0.4	-0.4	0.2	0.2
Snacks ¹	0.315	0.6	-1.9	0.4	0.5	0.5	0.5	-1.9	-1.9
Spices, seasonings, condiments, sauces.....	0.269	1.0	-0.5	0.6	0.7	0.7	0.7	-0.4	-0.4
Salt and other seasonings and spices ^{2, 3}	0.079	1.6	-1.1	1.1	-0.2	-0.2	-0.2	-1.1	-1.1
Olives, pickles, relishes ^{1, 2, 3}	0.079	4.3	0.0	0.1	0.1	0.1	0.1	-0.1	-0.1
Sauces and gravies ²	0.051	0.0	0.1	-2.3	0.9	1.0	1.0	1.0	1.0
Other condiments ²	0.398	7.2	0.3	1.1	2.8	0.3	0.3	0.3	0.3
Baby food ^{1, 2}	0.051	0.1	0.3	0.0	1.4	0.3	0.3	0.3	0.3
Other miscellaneous foods ^{1, 2}	6.011	-1.9	-0.6	0.8	0.6	-0.6	-0.6	-0.6	-0.6
Prepared salads ^{1, 3, 4}	2.988	2.8	0.4	0.1	0.3	0.4	0.4	0.4	0.4
Food away from home ¹	2.553	2.7	0.5	0.2	0.2	0.5	0.5	0.5	0.5
Full service meals and snacks ^{1, 2}	0.182	2.3	0.2	1.0	-0.2	-0.2	-0.2	-0.2	-0.2
Limited service meals and snacks ^{1, 2}	0.092	4.2	0.3	0.3	0.5	0.5	0.5	0.5	0.5
Food at employee sites and schools ²	0.197	4.0	0.1	0.0	0.5	0.5	0.5	0.5	0.5
Food at elementary and secondary schools ^{1, 3, 5}	7.679	-0.3	-4.6	2.4	-2.2	-2.2	-2.2	-2.2	-2.2
Food from vending machines and mobile vendors ^{1, 2}	4.351	-1.8	-8.6	2.9	-4.1	-4.1	-4.1	-4.1	-4.1
Other food away from home ^{1, 2}	0.186	1.3	-5.9	1.6	-2.5	-2.5	-2.5	-2.5	-2.5
Energy.....	0.121	1.9	-8.6	3.7	-2.9	-2.9	-2.9	-2.9	-2.9
Energy commodities.....	0.075	0.5	0.0	-0.8	-1.3	-1.3	-1.3	-1.3	-1.3
Fuel oil and other fuels.....	4.155	-1.9	-9.7	3.0	-4.1	-4.1	-4.1	-4.1	-4.1
Fuel oil.....	4.060	-2.1	-9.9	3.0	-4.2	-4.2	-4.2	-4.2	-4.2
Propane, kerosene, and firewood ²	0.095	-0.2	-7.6	2.8	-4.5	-4.5	-4.5	-4.5	-4.5
Motor fuel.....	3.329	1.4	1.8	1.7	0.4	1.8	1.8	1.8	1.8
Gasoline (all types).....	2.582	1.1	0.6	2.3	0.3	0.7	0.7	0.7	0.7
Gasoline, unleaded regular ²	0.747	2.3	6.0	-0.6	0.7	5.6	5.6	5.6	5.6
Gasoline, unleaded midgrade ²	79.065	2.2	0.0	0.2	0.2	0.2	0.2	0.2	0.2
Gasoline, unleaded premium ²	19.536	0.1	-0.5	0.3	0.2	0.2	0.2	0.2	0.2
Other motor fuels ²	3.353	0.9	0.0	0.4	0.1	0.1	0.1	0.1	0.1
Energy services.....	0.257	-0.9	-1.4	2.2	-2.8	-2.8	-2.8	-2.8	-2.8
Electricity.....	0.056	4.2	0.2	0.1	0.7	0.7	0.7	0.7	0.7
Utility (piped) gas service.....	0.045	-5.8	-2.1	1.7	-1.4	-1.4	-1.4	-1.4	-1.4
All items less food and energy.....	0.156	-1.2	-1.7	3.1	-4.4	-4.4	-4.4	-4.4	-4.4
Commodities less food and energy commodities.....	0.882	1.7	0.6	0.1	-0.6	0.5	0.5	0.5	0.5
Household furnishings and supplies ^{1, 2}	0.321	0.7	0.0	0.9	-1.5	-1.5	-1.5	-1.5	-1.5
Window and floor coverings and other linens ^{1, 2}	0.426	3.3	1.1	-0.2	0.1	1.1	1.1	1.1	1.1
Floor coverings ^{1, 2}	0.124	-1.2	0.8	0.5	-0.8	-0.8	-0.8	-0.8	-0.8
Window coverings ^{1, 2}	0.215	-4.7	-0.3	-1.9	0.9	-0.3	-0.3	-0.3	-0.3
Other linens ^{1, 2}	0.078	9.1	2.5	0.5	0.2	0.2	0.2	0.2	0.2
Furniture and bedding.....	0.139	13.2	0.4	0.2	3.0	1.5	1.5	1.5	1.5
Bedroom furniture ¹	0.503	2.2	-2.1	2.0	-0.5	-0.5	-0.5	-0.5	-0.5
Living room, kitchen, and dining room furniture ^{1, 2}	0.280	-7.0	-3.8	2.0	-3.8	-3.8	-3.8	-3.8	-3.8
Other furniture ²	0.091	0.0	1.0	-0.1	-1.5	-1.5	-1.5	-1.5	-1.5
Infants' furniture ^{1, 3, 5}	0.053	-8.4	-2.1	1.9	-2.4	-2.4	-2.4	-2.4	-2.4
Appliances ²	0.079	0.6	-0.1	2.4	-2.7	-2.7	-2.7	-2.7	-2.7
Major appliances ²	0.139	2.2	-2.1	2.0	-0.5	-0.5	-0.5	-0.5	-0.5
Laundry equipment ²	0.503	-7.0	-3.8	2.0	-3.8	-3.8	-3.8	-3.8	-3.8
Other appliances ²	0.091	0.0	1.0	-0.1	-1.5	-1.5	-1.5	-1.5	-1.5
Other household equipment and furnishings ²	0.053	-8.4	-2.1	1.9	-2.4	-2.4	-2.4	-2.4	-2.4
Clocks, lamps, and decorative items ¹	1.344	-1.7	-0.1	-0.1	-0.3	-0.3	-0.3	-0.3	-0.3
Indoor plants and flowers ¹	0.079	0.6	-0.1	2.4	-2.7	-2.7	-2.7	-2.7	-2.7
Dishes and flatware ^{1, 2}	0.079	0.6	-0.1	2.4	-2.7	-2.7	-2.7	-2.7	-2.7
Nonelectric cookware and tableware ²	0.079	0.6	-0.1	2.4	-2.7	-2.7	-2.7	-2.7	-2.7

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2018 Continued
[1982=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2018	Unadjusted percent change		Seasonally adjusted percent change	
		Dec. 2018	Nov. 2018	Sep. 2018	Oct. 2018
Tools, hardware, outdoor equipment and supplies ²	0.660	1.1	0.6	0.1	-0.2
Tools, hardware and supplies ^{1, 2}	0.194	2.0	1.6	-0.4	-1.0
Outdoor equipment and supplies ²	0.307	0.6	-0.1	0.3	0.1
Housekeeping supplies ¹	0.637	3.1	0.6	0.2	0.5
Household cleaning products ²	0.330	1.6	0.3	-0.2	-0.3
Household paper products ^{1, 2}	0.223	3.8	0.9	-0.1	1.9
Miscellaneous household products ^{1, 2}	0.283	4.4	0.8	0.5	0.1
Apparel	3.057	-0.1	-3.5	0.1	-0.9
Men's and boys' apparel	0.762	1.7	-3.8	1.7	-1.3
Men's apparel	0.595	-1.4	-4.3	1.5	-2.0
Men's suits, sport coats, and outerwear	0.105	-2.7	-3.4	3.9	-1.8
Men's furnishings	0.157	2.4	-3.8	0.9	0.0
Men's shirts and sweaters ¹	0.168	-2.8	-6.8	0.6	-4.1
Men's pants and shorts	0.148	-2.9	-2.7	2.3	-2.7
Boys' apparel	0.177	13.1	-2.0	0.9	1.0
Women's and girls' apparel	1.247	-1.3	-4.9	-1.3	-0.8
Women's apparel	1.065	-0.8	-4.9	-1.7	-0.7
Women's outerwear	0.075	2.7	-5.2	-6.4	2.5
Women's dresses	0.128	-1.3	-6.0	-4.3	-2.7
Women's suits and separates ²	0.554	-0.8	-5.7	-0.5	-1.7
Women's underwear, nightwear, sportswear and accessories ²	0.296	-1.3	-3.0	-0.1	0.8
Girls' apparel	0.182	-4.3	-4.6	1.1	-1.7
Footwear	0.667	-0.1	-1.7	-0.3	0.1
Men's footwear ¹	0.216	4.3	-0.5	-0.2	-0.5
Boys and girls' footwear	0.159	-1.9	-1.9	-2.2	0.2
Women's footwear	0.292	-2.3	-2.4	0.6	-0.2
Infants' and toddlers' apparel	0.139	5.7	-0.4	0.8	-1.9
Jewelry and watches ¹	0.243	-2.1	-2.8	2.5	-1.9
Watches ^{1, 6}	0.098	0.5	-3.4	9.1	-9.4
Jewelry ²	0.145	-3.8	-2.3	-1.5	1.6
Transportation commodities less motor fuel ⁶	6.579	0.5	0.2	0.8	0.9
New vehicles	3.704	-0.3	0.2	-0.2	0.0
New cars and trucks ^{2, 3}		0.2	0.1	-0.2	0.1
New cars ^{3, 10}		0.2	0.1	-0.2	0.1
New trucks ^{3, 10}		-0.7	0.2	0.0	0.0
Used cars and trucks	2.362	1.4	0.0	2.6	2.4
Motor vehicle parts and equipment ¹	0.360	2.2	0.4	0.2	0.3
Tires ¹	0.224	1.3	1.0	0.5	0.1
Vehicle accessories other than tires ^{1, 2}	0.156	3.5	-0.4	-0.2	0.7
Motor oil, coolant, and fluids ^{1, 3}		2.9	-0.8	0.1	0.3
Medical care commodities	1.713	5.9	1.3	-4.2	4.3
Medical drugs ^{1, 6}	1.655	-0.5	-0.6	-0.1	0.4
Prescription drugs	1.312	-0.6	-0.7	-0.3	0.3
Nonprescription drugs ^{1, 6}	0.343	-0.4	-0.7	1.5	0.4
Medical equipment and supplies ^{1, 6}	0.057	1.8	-0.3	0.5	0.5
Recreation commodities ⁶	1.781	-1.3	1.0	-0.5	0.0
Video and audio products ⁶	0.226	-11.0	-1.5	-0.6	-0.8
Televisions	0.100	-18.6	-2.8	-1.2	-1.5
Other video equipment ²	0.026	-0.9	-1.2	-0.8	0.6
Audio equipment	0.043	-4.2	-0.8	2.6	-2.0
Recorded music and music subscriptions ^{1, 2}	0.047	-5.8	-0.1	-2.0	0.7
Pets and pet products ¹	0.601	2.2	0.4	0.0	0.1

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2018 Continued
[1982=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2018	Unadjusted percent change		Seasonally adjusted percent change	
		Dec. 2018	Nov. 2018	Sep. 2018	Oct. 2018
Pet food ^{1, 2, 3}		1.3	0.1	0.1	0.0
Purchase of pets, pet supplies, accessories ^{1, 2, 3}		3.3	0.8	-0.3	0.3
Sporting goods	0.484	2.5	3.9	-1.4	0.7
Sports vehicles including bicycles ¹	0.275	6.5	6.7	-1.7	0.5
Sports equipment	0.203	-2.7	0.2	-0.8	0.6
Photographic equipment and supplies	0.034	-3.8	-3.5	1.9	1.3
Film and photographic supplies ^{1, 2, 3}		-2.2	-2.7	2.0	1.3
Photographic equipment ^{2, 3}		4.3	0.0	1.5	0.3
Recreational reading materials ¹	0.115	7.7	-0.3	2.5	0.8
Newspapers and magazines ^{1, 2}	0.071	-0.7	0.1	-0.4	0.7
Recreational books ^{1, 2}	0.044	-7.1	0.5	-0.7	-0.7
Other recreational goods ²	0.321	-9.0	0.1	-0.8	-0.9
Toys	0.251	-8.4	0.6	-2.0	-0.4
Toys, games, hobbies and playground equipment ^{1, 2}	0.023	7.9	7.1	-1.2	0.9
Sewing machines, fabric and supplies ^{1, 2}	0.036	-2.5	-1.1	0.3	-0.3
Music instruments and accessories ^{1, 2}	0.533	-3.3	0.2	-1.5	-1.3
Education and communication commodities ⁶	0.130	1.0	0.7	-0.8	-0.5
Educational books and supplies	0.404	-0.2	-2.0	0.4	0.0
College textbooks ^{1, 2, 11}	0.306	-4.8	0.1	-1.7	-1.5
Information technology commodities ⁶	0.025	-3.0	0.7	-1.6	-1.8
Personal computers and peripheral equipment ¹		-11.2	-1.5	-2.5	-1.3
Computer software and accessories ^{1, 2}	0.073	1.8	-0.1	0.1	0.3
Telephone hardware, calculators, and other consumer information items ^{1, 2}	0.603	1.5	-0.1	0.1	0.3
Alcoholic beverages	0.270	1.9	-0.1	0.3	0.0
Alcoholic beverages at home	0.081	1.3	0.0	-0.7	0.6
Beer, ale, and other malt beverages at home		-0.3	-0.2	0.1	0.3
Distilled spirits at home		2.4	0.4	-0.2	0.2
Whiskey at home ^{1, 3}		1.1	-0.2	0.0	0.2
Distilled spirits, excluding whiskey, at home ^{1, 3}		2.2	0.0	0.1	0.3
Wine at home	0.253	2.2	0.0	0.0	0.0
Alcoholic beverages away from home ¹	0.367	2.6	0.2	0.0	0.6
Beer, ale, and other malt beverages away from home ^{1, 2, 3}		1.4	-0.2	0.1	-0.1
Wine away from home ^{1, 2, 3}		-0.1	-0.4	-0.3	-0.4
Distilled spirits away from home ^{1, 2, 3}		3.4	-0.1	1.3	0.4
Other goods ⁶	1.549	3.4	-0.1	1.4	0.4
Tobacco and smoking products	0.659	3.4	-0.1	1.4	0.4
Cigarettes ²	0.585	2.9	-0.1	0.5	0.4
Tobacco products other than cigarettes ^{1, 2}	0.060	-0.4	0.0	-0.2	-0.2
Personal care products ¹	0.696	0.9	0.1	-0.2	-0.3
Hair, dental, shaving, and miscellaneous personal care products ^{1, 2}	0.379	-1.9	-0.2	-0.3	-0.1
Cosmetics, perfume, bath, nail preparations and implements ¹	0.301	-9.3	-2.3	-5.6	0.9
Miscellaneous personal goods ²	0.203	-3.4	-0.1	-3.5	1.0
Stationery, stationery supplies, gift wrap ³		-8.8	0.1	-0.8	2.2
Infants' equipment ^{1, 3, 5}		2.9	0.1	0.2	0.2
Services less energy services	59.529	3.2	0.2	0.2	0.3
Shelter	32.076	3.2	0.2	0.2	0.3
Rent of shelter ¹²	7.697	3.5	0.3	0.2	0.4
Rent of primary residence	0.047	0.7	0.2	-2.1	0.2
Lodging away from home ¹	0.882				

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2018 — Continued
[1982=84=100, unless otherwise noted]

Expenditure category	Relative importance Dec. 2018	Unadjusted percent change		Seasonally adjusted percent change	
		Dec. 2017-2018	Nov. 2018	Sep. 2018-2018	Oct. 2018-2018
Housing at school, excluding board ^{1,2}	0.114	2.5	0.0	0.2	0.1
Other lodging away from home including hotels and motels.....	0.768	0.5	0.3	-2.4	0.1
Owners' equivalent rent of residences ^{1,2}	23.924	3.2	0.2	0.3	0.2
Owners' equivalent rent of primary residence ^{1,2}	22.589	3.2	0.2	0.3	0.2
Tenants' and household insurance ^{1,4}	0.374	1.9	-0.1	-0.2	-0.1
Water and sewer and trash collection services ⁵	1.096	4.5	0.2	0.3	1.2
Water and sewerage maintenance.....	0.822	3.6	0.3	0.3	0.6
Garbage and trash collection ^{1,6}	0.274	7.1	-0.1	0.3	3.0
Household operations ^{1,2}	0.873	6.8	2.0	0.0	0.3
Domestic services ^{1,2}	0.301	3.9	1.4	0.0	1.0
Gardening and lawn care services ^{1,2}	0.102	3.8	1.5	0.5	0.3
Moving, storage, freight expense ²	0.105	4.5	1.4	-0.6	0.0
Repair of household items ^{1,2}	6.932	2.6	0.3	0.2	0.4
Medical care services.....	3.243	1.0	0.0	0.2	-0.2
Physicians' services.....	1.726	0.6	0.0	0.0	-0.3
Dental services.....	0.762	2.3	0.1	0.3	0.1
Eyeglasses and eye care ^{1,6}	0.317	1.4	0.3	0.0	0.1
Services by other medical professionals ^{1,6}	0.418	0.1	0.0	0.1	0.4
Hospital and related services.....	2.608	3.6	0.2	0.0	0.4
Hospital services ³	2.327	3.7	0.2	0.0	0.5
Inpatient hospital services ^{3,4}	2.8	0.3	0.3	-0.3	0.1
Outpatient hospital services ^{3,6}	4.0	0.2	0.1	1.0	0.6
Nursing homes and adult day services ³	0.193	3.8	0.0	0.5	0.2
Care of invalids and elderly at home ^{1,3}	0.088	2.5	-0.1	0.0	0.3
Health insurance ^{1,5}	1.081	5.4	1.3	1.1	1.4
Transportation services.....	5.990	2.8	-0.6	0.1	-0.3
Leased cars and trucks ^{1,11}	0.647	4.1	1.0	-1.2	-0.2
Car and truck rental ^{1,11}	0.119	6.1	1.8	3.3	2.5
Motor vehicle maintenance and repair ¹	1.126	2.3	-0.1	0.2	0.4
Motor vehicle body work.....	0.056	3.2	0.1	0.7	0.0
Motor vehicle maintenance and servicing.....	0.633	3.1	0.2	0.2	0.4
Motor vehicle repair ^{1,2}	0.373	0.8	-0.7	0.1	0.4
Motor vehicle insurance.....	2.409	4.6	-0.1	0.5	-0.5
Motor vehicle fees ^{1,2}	0.542	2.8	-0.2	0.1	0.3
State motor vehicle registration and license fees ^{1,2}	0.280	1.6	0.0	0.1	0.3
Parking and other fees ^{1,2}	0.245	4.3	-0.4	0.0	0.4
Parking fees and tolls ^{2,3}	2.8	-0.2	0.2	0.5	-0.2
Automobile service clubs ^{1,2,3}	1.147	-1.7	-3.3	-0.1	-1.2
Public transportation.....	0.699	-2.6	-5.9	0.0	-2.4
Airline fares.....	0.164	-1.5	1.6	-0.3	-0.3
Other intercity transportation.....		6.4	7.9	-2.0	2.8
Intercity bus fare ^{1,3,4}					
Intercity train fare ^{1,3,4}					
Ship fare ^{1,2,5}					
Intracity transportation.....	0.277	-0.7	-0.9	0.1	-0.6
Intracity mass transit ^{1,3,6}					
Recreation services ⁸	3.868	1.5	0.0	-0.3	0.0
Video and audio services ⁹	1.589	2.3	0.2	0.0	0.5
Cable and satellite television service ¹⁰	1.501	1.7	0.0	-0.1	0.3
Video and other media, including rental of video ^{1,2}	0.088	1.7	0.2	-0.3	0.6
		1.5	-3.0	3.1	-0.2
					-3.0

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, December 2018 — Continued
[1982=84=100, unless otherwise noted]

Expenditure category	Relative importance Dec. 2018	Unadjusted percent change		Seasonally adjusted percent change	
		Dec. 2017-2018	Nov. 2018	Sep. 2018-2018	Oct. 2018-2018
Video discs and other media ^{1,2,3}		1.3	-4.7	5.5	-0.6
Rental of video discs and other media ^{1,2,3}		0.9	0.1	0.4	-0.2
Pet services including veterinary ²	0.414	2.7	0.3	0.5	0.2
Pet services ^{1,2,3}		3.3	0.1	0.4	0.1
Veterinarian services ^{2,3}		2.7	0.3	0.6	0.0
Photographers and photo processing ^{1,2}	0.039	1.4	0.1	-0.4	1.4
Photographer fees ^{1,2,3}		-3.2	0.1	-1.4	2.8
Photo processing ^{1,2,3}	1.824	2.8	0.4	0.1	0.8
Other recreation services ²		2.4	-0.4	0.4	1.5
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees ^{1,2}	0.680	3.7	1.7	-0.5	0.3
Admissions.....	0.648	1.1	0.4	0.0	-0.6
Admission to movies, theaters, and concerts ^{1,2,3}		9.2	-0.7	0.7	0.6
Admission to sporting events ^{1,2,3}	0.220	1.6	-0.7	0.7	-0.7
Fees for lessons or instructions ^{1,6}	6.042	0.5	0.0	0.0	-0.4
Education and communication services ⁸	2.914	2.7	0.0	0.2	0.3
Tuition, other school fees, and childcare.....	1.622	2.8	0.0	0.6	0.3
College tuition and fees.....	0.337	4.4	-0.1	0.1	0.1
Elementary and high school tuition and fees.....	0.803	1.9	0.0	-0.4	0.3
Child care and nursery school ^{1,2}	0.032	2.1	0.0	0.7	0.1
Technical and business school tuition and fees ²	0.094	2.2	-0.2	0.2	0.2
Postage.....	0.014	3.9	-1.9	0.3	0.0
Delivery services ^{1,2}	2.229	-2.4	-0.1	-0.2	-1.6
Telephone services ^{1,2}	1.660	-3.2	-0.2	0.1	-2.2
Wireless telephone services ^{1,6}	0.569	0.0	0.2	-1.1	0.3
Land-line telephone services ^{1,6}					
Internet services and electronic information providers ²	0.783	1.1	0.1	-0.4	0.2
Other personal services ^{1,6}	1.649	4.3	0.2	0.5	0.3
Personal care services ¹	0.628	3.6	0.4	0.6	0.1
Haircuts and other personal care services ^{1,2}	0.628	3.6	0.4	0.6	0.1
Miscellaneous personal services.....	1.020	4.7	0.0	0.5	0.6
Legal services ^{1,6}	0.310	6.4	0.0	0.6	1.3
Funeral expenses ^{1,6}	0.128	2.1	0.0	0.2	0.1
Laundry and dry cleaning services ^{1,2}	0.240	3.6	0.2	0.6	-0.1
Apparel services other than laundry and dry cleaning ^{1,2}	0.029	4.8	0.8	0.4	1.3
Financial services ⁶	0.241	4.9	-0.3	0.5	0.4
Checking account and other bank services ^{1,3,4}		6.4	0.0	-0.1	0.0
Tax return preparation and other accounting fees ^{1,2}		6.0	-0.3	0.7	0.5

¹ Not seasonally adjusted.

² Indexes on a December 1997=100 base.

³ Special index based on a substantially smaller sample.

⁴ Indexes on a December 2005=100 base.

⁵ Indexes on a December 2005=100 base.

⁶ Indexes on a December 1983=100 base.

⁷ Indexes on a December 1983=100 base.

⁸ Indexes on a December 1983=100 base.

⁹ Indexes on a December 1983=100 base.

¹⁰ Indexes on a December 1983=100 base.

¹¹ Indexes on a December 2001=100 base.

¹² Indexes on a December 1982=100 base.
¹³ Indexes on a December 1982=100 base.

Table 3. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, special aggregate indexes, December 2018
 [1982-84=100, unless otherwise noted]

Special aggregate indexes	Relative indexes: Nov. 2018	Unadjusted indexes			Unadjusted percent change			Seasonally adjusted percent change		
		Dec. 2017	Nov. 2018	Dec. 2018	Dec. 2017	Nov. 2018	Dec. 2018	Sep. 2018	Oct. 2018	Nov. 2018
All items less food.....	86.745	245.785	251.657	250.605	2.0	-0.4	0.4	0.4	0.0	-0.1
All items less shelter.....	66.922	227.582	231.856	230.452	1.3	-0.6	0.4	-0.1	-0.2	-0.4
All items less food and shelter.....	53.666	221.397	225.902	224.062	1.2	-0.8	0.5	-0.2	-0.4	-0.4
All items less food, shelter, and energy.....	45.987	226.578	230.278	229.872	1.5	-0.2	0.2	0.1	0.2	0.2
All items less food, shelter, energy, and used cars and trucks.....	43.605	232.147	235.969	235.524	1.5	-0.2	0.1	0.0	0.0	0.2
All items less medical care.....	91.355	235.426	240.766	239.900	1.9	-0.4	0.3	0.0	0.0	-0.1
All items less energy.....	92.321	252.510	257.692	257.754	2.1	0.0	0.2	0.2	0.2	0.2
Commodities.....	37.142	180.946	184.077	181.754	0.4	-1.3	0.5	-0.3	-0.7	-0.7
Commodities less food, energy, and used cars and trucks.....	17.154	144.064	144.816	144.001	0.0	-0.6	0.0	0.0	-0.1	0.1
Commodities less food.....	23.887	149.683	152.676	149.403	-0.2	-2.1	0.8	-0.7	-1.3	-1.3
Commodities less food and beverages.....	22.916	146.359	149.295	145.964	-0.3	-2.2	0.8	-0.7	-1.4	-1.4
Services.....	62.858	311.138	319.034	318.794	2.8	0.2	0.3	0.2	0.3	0.3
Services less rent of shelter ¹	30.154	331.010	337.836	338.672	2.3	0.2	0.3	0.1	0.4	0.4
Services less medical care services.....	55.926	296.110	303.685	304.397	2.8	0.2	0.3	0.2	0.3	0.3
Durables.....	9.897	104.063	103.913	104.169	0.1	0.2	0.4	0.6	0.1	0.1
Nondurables.....	27.245	219.961	225.342	221.253	0.6	-1.8	0.4	-0.8	-1.1	-1.1
Nondurables less food.....	13.990	193.495	200.436	192.750	-0.4	-3.8	0.8	-1.7	-2.5	-2.5
Nondurables less food and beverages.....	13.020	190.183	197.258	189.142	-0.5	-4.1	0.9	-1.9	-2.7	-2.7
Nondurables less food, beverages, and apparel.....	9.962	237.687	246.629	236.038	-0.7	-4.3	1.2	-1.7	-3.4	-3.4
Nondurables less food and apparel.....	10.933	237.357	245.875	236.236	-0.5	-3.9	1.1	-1.6	-3.1	-3.1
Housing.....	41.525	253.845	260.473	261.360	3.0	0.3	0.3	0.3	0.4	0.4
Education and communication ²	6.576	136.671	136.981	136.976	0.2	0.0	-0.1	-0.5	0.1	0.1
Education ²	3.044	256.469	263.119	263.199	2.6	0.0	0.2	0.2	0.2	0.2
Communication ²	3.532	74.314	73.031	73.007	-1.8	0.0	-0.4	-1.1	0.0	0.0
Information and information processing ²	3.424	70.458	69.153	69.134	-1.9	0.0	-0.4	-1.2	0.0	0.0
Information technology, hardware and services ³	1.195	7.511	7.434	7.442	-0.9	0.1	-0.8	-0.4	0.3	0.3
Recreation ²	5.649	118.336	119.147	119.705	1.2	0.5	-0.1	0.4	0.6	0.6
Video and audio ²	1.815	103.844	103.995	103.800	0.0	-0.2	-0.1	0.1	0.1	0.2
Pets, pet products and services ²	1.015	170.000	173.488	174.113	2.4	0.4	0.2	0.1	0.4	0.4
Photography ²	0.074	74.837	75.273	74.095	-1.0	-1.6	0.7	1.4	-0.7	-0.7
Food and beverages.....	14.226	251.024	254.262	255.023	1.6	0.3	-0.1	0.2	0.4	0.4
Domestically produced farm food.....	6.049	246.920	247.172	247.826	0.4	0.3	-0.3	0.4	0.4	0.4
Other services.....	11.559	349.586	355.096	355.373	1.7	0.1	0.1	0.0	0.2	0.2
Apparel less footwear.....	2.391	113.320	118.031	113.249	-0.1	-4.1	0.2	-1.2	0.0	0.0
Fuels and utilities.....	4.620	237.423	239.691	242.343	2.1	1.1	1.3	0.5	1.0	1.0
Household energy.....	3.524	197.705	197.632	200.390	1.4	1.4	1.7	0.3	1.3	1.3
Medical care.....	8.645	477.802	486.886	487.409	2.0	0.1	0.2	0.4	0.3	0.3
Transportation.....	16.725	203.023	209.924	204.541	0.7	-2.6	1.1	-0.8	-2.0	-2.0
Private transportation.....	15.578	198.757	205.769	200.605	0.9	-2.5	1.2	-0.8	-2.0	-2.0
New and used motor vehicles ²	6.966	98.327	98.900	99.147	0.8	0.2	0.7	0.8	0.0	0.0
Utilities and public transportation.....	9.302	214.951	215.390	215.975	0.5	0.3	0.5	-0.3	0.5	0.5
Household furnishings and operations.....	4.225	119.778	121.778	122.265	2.1	0.4	0.3	0.1	0.3	0.3
Other goods and services.....	3.197	435.831	445.480	445.056	2.1	-0.1	0.2	0.3	-0.1	-0.1
Personal care.....	2.535	227.736	232.024	231.616	1.8	-0.1	-0.1	0.3	0.3	0.3

¹ Indexes on a December 1982=100 base.

² Indexes on a December 1987=100 base.

³ Indexes on a December 1989=100 base.

Table 4. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index, December 2018

Area	Pricing Schedule ¹	Percent change to Dec. 2018 from:				Percent change to Nov. 2018 from:			
		Dec. 2017	Oct. 2018	Nov. 2018	Dec. 2018	Nov. 2017	Oct. 2018	Nov. 2018	Dec. 2018
U.S. city average.....	M	1.9	-0.7	-0.3	-0.3	2.2	-0.2	-0.2	-0.3
Region and area size ²									
Northeast.....	M	1.7	-0.4	-0.1	-0.1	1.9	-0.5	-0.5	-0.4
Northeast - Size Class A.....	M	1.8	-0.5	-0.1	-0.1	1.9	-0.4	-0.4	-0.3
Northeast - Size Class B/C ³	M	1.7	-0.4	0.0	0.0	1.9	-0.5	-0.5	-0.4
New England ⁴	M	2.2	-0.3	0.0	0.0	-0.4	-0.4	-0.4	-0.3
Middle Atlantic ⁴	M	1.6	-0.5	-0.1	-0.1	-0.5	-0.5	-0.5	-0.4
Midwest.....	M	1.3	-0.9	-0.4	-0.4	1.4	-0.5	-0.5	-0.6
Midwest - Size Class A.....	M	1.2	-0.8	-0.1	-0.1	1.0	-0.7	-0.7	-0.5
Midwest - Size Class B/C ³	M	1.3	-1.0	-0.5	-0.5	1.4	-0.4	-0.4	-0.5
East North Central ⁴	M	1.2	-0.7	-0.3	-0.3	-0.4	-0.4	-0.4	-0.4
West North Central ⁴	M	1.3	-1.4	-0.4	-0.4	-0.8	-1.0	-1.0	-0.8
South.....	M	1.5	-0.8	-0.5	-0.5	1.9	-0.1	-0.1	-0.3
South - Size Class A.....	M	1.8	-0.7	-0.5	-0.5	2.1	0.0	0.0	-0.2
South - Size Class B/C ³	M	1.4	-0.9	-0.6	-0.6	1.8	-0.1	-0.1	-0.3
South Atlantic ⁴	M	2.0	-0.6	-0.4	-0.4	0.0	0.0	0.0	-0.1
East South Central ⁴	M	0.9	-1.3	-0.9	-0.9	-0.1	-0.1	-0.1	-0.4
West South Central ⁴	M	1.0	-1.1	-0.7	-0.7	-0.3	-0.5	-0.5	-0.3
West.....	M	3.1	-0.4	-0.2	-0.2	3.3	0.2	0.2	-0.2
West - Size Class A.....	M	3.2	-0.4	-0.1	-0.1	3.4	0.1	0.1	-0.3
West - Size Class B/C ³	M	2.9	-0.3	-0.3	-0.3	3.1	0.3	0.3	-0.1
Mountain ⁴	M	3.0	-0.1	-0.1	-0.1	0.2	0.2	0.2	-0.1
Pacific ⁴	M	3.1	-0.5	-0.2	-0.2	0.2	0.2	0.2	-0.2
Size classes									
Size Class A ⁵	M	2.1	-0.6	-0.2	-0.2	2.3	-0.2	-0.2	-0.4
Size Class B/C ³	M	1.7	-0.7	-0.4	-0.4	2.0	-0.1	-0.1	-0.3
Selected local areas									
Chicago-Naperville-Evanston, IL-IN-WI.....	M	1.1	-0.9	-0.3	-0.3	1.0	-0.6	-0.6	-0.6
Los Angeles-Long Beach-Anaheim, CA.....	M	3.2	-0.7	-0.3	-0.3	3.6	0.2	0.2	-0.3
New York-Newark-Jersey City, NY-NJ-PA.....	M	1.6	-0.5	-0.2	-0.2	1.9	-0.4	-0.4	-0.2
Atlanta-Sandy Springs-Roswell, GA.....	2	1.4	-0.6						
Baltimore-Columbia-Towson, MD ⁶	2	1.3	-0.8						
Detroit-Warren-Dearborn, MI.....	2	1.2	-0.6						
Houston-The Woodlands-Sugar Land, TX.....	2	2.3	-0.7						
Miami-Fort Lauderdale-West Palm Beach, FL.....	2	2.9	-0.6						
Philadelphia-Camden-Wilmington, PA-NJ-DE-MD.....	2	1.0	-0.7						
Phoenix-Mesa-Scottsdale, AZ.....	2	4.3	-0.3						
San Francisco-Oakland-Hayward, CA.....	2	4.5	0.1						
San Jose-Sunnyvale-Santa Clara, CA.....	2	2.8	0.2						
Seattle-Tacoma-Bellevue, WA.....	2	0.6	-1.7						
St. Louis, MO-IL.....	2	2.8	0.2						
Urban Alaska.....	2	2.8	-0.7						
Boston-Cambridge-Newton, MA-NH.....	1					3.2	-0.4	-0.4	
Dallas-Fort Worth-Arlington, TX.....	1					2.2	0.0	0.0	
Denver-Aurora-Lakewood, CO.....	1					2.0	0.0	0.0	
Minneapolis-St. Paul-Bloomington, MN-WI.....	1					1.3	-1.2	-1.2	
Riverside-San Bernardino-Ontario, CA ⁴	1								
San Diego-Carlsbad, CA.....	1					2.8	-0.7	-0.7	
Tampa-St. Petersburg-Clearwater, FL ⁸	1					2.3	-0.3	-0.3	
Urban Hawaii.....	1					2.0	0.2	0.2	
Washington-Arlington-Alexandria, DC-VA-MD-WV ⁹	1					1.3	-0.7	-0.7	

¹ Foods, fuels, and several other items are priced every month in all areas. Most other goods and services are priced as indicated: M - Every month.

1 - January, March, May, July, September, and November. 2 - February, April, June, August, October, and December.

² Regions defined as the four Census regions.

³ Indexes on a December 1986=100 base.

⁴ Indexes on a December 2017=100 base.

⁵ Indexes on a December 1986=100 base.

⁶ 1998 - 2017 indexes based on substantially smaller sample.

⁷ Indexes on a December 2001=100 base.

⁸ Indexes on a 1987=100 base.

NOTE: Local area indexes are byproducts of the national CPI program. Each local index has a smaller sample size than the national index and is therefore more volatile. The indexes for the four Census regions are calculated as the average of the indexes for the states within the regional index, although their long-term trends are similar. Therefore, the Bureau of Labor Statistics strongly urges users to consider adopting the national average CPI for use in their escalator clauses.

Table 5. Chained Consumer Price Index for All Urban Consumers (C-CPI-U) and the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items index, December 2018
[Percent changes]

Month Year	Unadjusted 1-month percent change		Unadjusted 12-month percent change	
	C-CPI-U ¹	CPI-U	C-CPI-U ¹	CPI-U
December 2000.....			2.6	3.4
December 2001.....			1.3	1.6
December 2002.....			2.0	2.4
December 2003.....			1.7	1.9
December 2004.....			3.2	3.3
December 2005.....			2.9	3.4
December 2006.....			2.3	2.5
December 2007.....			3.7	4.1
December 2008.....			0.2	0.1
December 2009.....			2.5	2.7
December 2010.....			1.3	1.5
December 2011.....			2.9	3.0
December 2012.....			1.5	1.7
December 2013.....			1.3	1.5
December 2014.....			0.5	0.8
December 2015.....			0.4	0.7
January 2016.....	0.1	0.2	1.1	1.4
February 2016.....	0.1	0.1	0.7	1.0
March 2016.....	0.5	0.4	0.5	0.9
April 2016.....	0.5	0.5	0.8	1.1
May 2016.....	0.4	0.4	0.7	1.0
June 2016.....	0.3	0.3	0.7	1.0
July 2016.....	-0.2	-0.2	0.5	0.8
August 2016.....	0.0	0.1	0.7	1.1
September 2016.....	0.2	0.2	1.1	1.5
October 2016.....	0.2	0.1	1.3	1.6
November 2016.....	-0.2	-0.2	1.4	1.7
December 2016.....	0.0	0.0	1.8	2.1
January 2017.....	0.6	0.6	2.3	2.5
February 2017.....	0.3	0.3	2.6	2.7
March 2017.....	0.0	0.1	2.1	2.4
April 2017.....	0.3	0.3	1.8	2.2
May 2017.....	0.1	0.1	1.5	1.9
June 2017.....	0.0	0.1	1.2	1.6
July 2017.....	-0.2	-0.1	1.3	1.7
August 2017.....	0.3	0.3	1.5	1.9
September 2017.....	0.5	0.5	1.9	2.2
October 2017.....	-0.1	-0.1	1.6	2.0
November 2017.....	0.0	0.0	1.8	2.2
December 2017.....	-0.1	-0.1	1.7	2.1
January 2018.....	0.5	0.5	1.6	2.1
February 2018.....	0.4	0.5	1.8	2.2
March 2018.....	0.2	0.2	2.0	2.4
April 2018.....	0.4	0.4	2.1	2.5
May 2018.....	0.4	0.4	2.4	2.8
June 2018.....	0.1	0.2	2.5	2.9
July 2018.....	0.0	0.0	2.7	2.9
August 2018.....	0.0	0.1	2.5	2.7
September 2018.....	0.1	0.1	2.0	2.3
October 2018.....	0.2	0.2	2.3	2.5
November 2018.....	-0.3	-0.3	2.0	2.2
December 2018.....	-0.3	-0.3	1.8	1.9

¹ The C-CPI-U is designed to be a closer approximation to a cost-of-living index in that it, in its final form, accounts for any substitution that consumers make across item categories in response to changes in relative prices. Since the expenditure data required for the calculation of the C-CPI-U are available only with a time lag, the C-CPI-U is being issued first in preliminary form using the latest available expenditure data at that time and is subject to revisions.

Indexes are issued as initial estimates. Indexes are revised each quarter with the publication of January, April, July, and October data as updated

expenditure estimates become available. The C-CPI-U indexes are updated quarterly until they become final. January-March indexes are final in January of the following year; April-June indexes are final in April of the following year; July-September indexes are final in July of the following year; October-December indexes are final in October of the following year.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2018, 1-month analysis table
[1982=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2018	One Month			
		Seasonally adjusted percent change Nov. 2018 vs. Dec. 2018	Seasonally adjusted effect on All items Nov. 2018 vs. Dec. 2018 ¹	Standard error: median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since ³
					Date
All items.....	100.000	-0.1	0.03	0.03	S-Mar-2018
Food.....	13.255	0.4	0.049	0.06	L-May-2018
Food at home.....	7.244	0.3	0.025	0.10	L-Apr-2018
Cereals and bakery products.....	0.955	0.4	0.004	0.25	S-Oct-2018
Cereals and cereal products.....	0.305	0.4	0.001	0.42	S-Oct-2018
Flour and prepared flour mixes.....	0.036	0.5	0.000	0.66	L-Sep-2018
Breakfast cereal.....	0.146	1.3	0.002	0.66	L-Feb-2018
Rice, pasta, cornmeal.....	0.119	-0.2	0.000	0.76	S-Oct-2018
Rice ^{4, 5, 6}	0.050	-0.7	0.000	1.21	S-Oct-2018
Bakery products ⁴	0.650	0.3	0.002	0.28	S-Oct-2018
Bread ^{4, 5}	0.191	1.2	0.002	0.48	L-May-2018
White bread ^{4, 5}	0.191	1.2	0.002	0.59	L-Mar-2018
Bread other than white ^{4, 5}	0.093	0.6	-0.001	0.81	S-Oct-2018
Fresh biscuits, rolls, muffins ⁵	0.164	-0.8	0.001	0.71	S-Oct-2018
Cakes, cupcakes, and cookies.....	0.201	0.7	0.001	0.93	S-Oct-2018
Cookies ^{4, 5}	0.201	0.7	0.001	0.93	S-Oct-2018
Fresh cakes and cupcakes ^{4, 5}	0.201	0.2	0.000	0.69	S-Oct-2018
Other bakery products.....	0.201	0.2	0.000	0.53	S-Oct-2018
Fresh sweetrolls, coffee cakes, doughnuts ^{4, 5}	0.201	-0.1	0.000	0.74	S-Aug-2018
Crackers, bread, and cracker products ^{4, 5}	0.201	0.4	0.000	0.95	S-Oct-2018
Frozen and refrigerated bakery products, pastries, turnovers ^{4, 5}	0.201	-0.3	0.001	0.71	S-Aug-2018
Meats, poultry, fish, and fish.....	1.596	0.2	0.001	0.20	S-Oct-2018
Meats.....	1.504	0.2	0.003	0.21	S-Oct-2018
Meats, poultry, and fish.....	0.839	0.1	0.001	0.25	S-Oct-2018
Beef and veal.....	0.425	0.1	0.001	0.34	S-Oct-2018
Uncooked ground beef ^{4, 5}	0.170	-0.8	-0.001	0.53	S-Oct-2018
Uncooked beef roasts ^{4, 5}	0.059	1.2	0.001	1.03	L-Jun-2018
Uncooked beef steaks ^{4, 5}	0.158	0.5	0.001	0.63	L-Jul-2018
Uncooked other beef and veal ^{4, 5}	0.038	-1.6	-0.001	0.96	S-Sep-2017
Pork.....	0.294	0.1	0.000	0.55	S-Oct-2018
Bacon, breakfast sausage, and related products ^{4, 5}	0.131	0.0	0.000	0.69	S-Oct-2018
Bacon and related products ^{4, 5}	0.131	2.2	0.000	1.01	S-Oct-2018
Breakfast sausage and related products ^{4, 5}	0.053	-2.2	0.000	1.08	S-May-2018
Ham.....	0.053	-0.5	0.000	1.44	S-Oct-2018
Ham, excluding canned ^{4, 5}	0.043	-0.8	0.000	1.40	S-Oct-2018
Pork chops ^{4, 5}	0.067	0.7	0.000	1.37	L-Aug-2018
Other pork including roasts, steaks, and ribs ^{4, 5}	0.219	-0.7	0.000	1.19	S-Sep-2018
Other meats.....	0.219	0.3	0.001	0.54	L-Jul-2018
Frankfurters ^{4, 5}	0.219	0.2	0.001	1.43	S-Sep-2018
Lamb and organ meats ^{4, 5}	0.219	0.2	0.001	0.54	S-Sep-2018
Lamb and mutton ^{4, 5}	0.219	0.2	0.001	0.54	S-Sep-2018
Poultry ^{4, 5}	0.313	0.1	0.000	0.52	L-Oct-2018
Chicken ^{4, 5}	0.257	0.5	0.001	0.62	L-Oct-2018
Fresh whole chicken ^{4, 5}	0.257	-1.5	0.001	1.14	S-Apr-2017
Fresh and frozen chicken parts ^{4, 5}	0.055	1.3	0.000	0.71	L-Oct-2018
Other uncooked poultry including turkey ^{4, 5}	0.055	-2.4	-0.001	0.89	S-Jun-2018
Other uncooked poultry.....	0.253	0.7	0.002	0.51	L-Oct-2018
Fresh fish and seafood.....	0.129	1.7	0.002	0.75	L-Aug-2018
Processed fish and seafood ^{4, 5}	0.123	-0.2	0.000	0.64	L-Oct-2018

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2018, 1-month analysis table — Continued
[1982=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2018	One Month			
		Seasonally adjusted percent change Nov. 2018 vs. Dec. 2018	Seasonally adjusted effect on All items Nov. 2018 vs. Dec. 2018 ¹	Standard error: median price change ²	Largest (L) or Smallest (S) seasonally adjusted change since ³
					Date
Shelf stable fish and seafood ^{4, 5}	0.092	-0.6	0.001	1.05	S-Sep-2018
Frozen fish and seafood ^{4, 5}	0.092	-0.1	-0.003	1.10	L-Oct-2018
Eggs.....	0.201	-2.9	-0.003	0.90	S-Sep-2018
Dairy and related products.....	0.201	0.3	0.002	0.28	L-Jun-2018
Milk ^{4, 5}	0.201	-0.5	-0.001	0.38	S-Jul-2018
Fresh whole milk ^{4, 5}	0.236	-0.6	0.001	0.56	L-Oct-2018
Fresh milk other than whole ^{4, 5}	0.236	-1.4	0.001	0.51	S-Jul-2018
Cheese and related products.....	0.104	0.5	0.000	0.51	L-Jun-2018
Ice cream and related products.....	0.183	0.1	0.000	0.75	L-Sep-2018
Other dairy and related products ^{4, 5}	1.273	1.2	0.002	0.56	L-Jul-2017
Fruits and vegetables.....	1.010	1.9	0.019	0.30	L-Apr-2017
Fresh fruits.....	0.536	1.3	0.007	0.45	L-Jun-2018
Apples.....	0.073	2.1	0.002	1.15	L-Oct-2018
Bananas ^{4, 5}	0.078	1.4	0.001	0.64	L-Feb-2018
Citrus fruits ^{4, 5}	0.158	3.3	0.005	0.75	S-Oct-2018
Oranges, including tangerines ^{4, 5}	0.227	-0.1	0.000	1.25	—
Other fresh fruits ^{4, 5}	0.473	2.6	0.012	0.56	L-Jul-2018
Fresh vegetables.....	0.073	0.9	0.001	1.22	L-Oct-2018
Potatoes.....	0.060	14.5	0.008	1.62	L-Apr-2017
Lettuces.....	0.081	5.5	0.004	1.10	S-Oct-2018
Tomatoes ^{4, 5}	0.259	0.3	0.001	0.69	S-Sep-2018
Other fresh vegetables.....	0.264	0.7	0.002	0.44	L-Aug-2018
Processed fruits and vegetables ^{4, 5}	0.143	1.5	0.002	0.65	L-Apr-2018
Canned fruits ^{4, 5}	0.143	1.4	0.002	0.78	L-Apr-2018
Canned vegetables ^{4, 5}	0.077	1.3	0.001	0.77	L-Apr-2018
Frozen fruits and vegetables ^{4, 5}	0.077	-1.3	-0.001	0.83	S-May-2018
Other processed fruits and vegetables including dried ^{4, 5}	0.043	-0.7	0.001	1.00	S-May-2018
Dried beans, peas, and lentils ^{4, 5}	0.863	1.2	0.001	0.76	L-Aug-2018
Nonalcoholic beverages and beverage materials.....	0.863	0.3	0.003	0.36	L-Apr-2018
Juices and nonalcoholic drinks ^{4, 5}	0.614	0.1	0.001	0.41	L-Sep-2018
Carbonated drinks.....	0.254	0.3	0.001	0.77	L-Oct-2018
Frozen noncarbonated juices and drinks ^{4, 5}	0.009	0.1	0.000	0.73	L-Oct-2018
Nonfrozen noncarbonated juices and drinks ^{4, 5}	0.351	0.2	0.001	0.51	S-Sep-2018
Beverage materials including coffee and tea ^{4, 5}	0.250	0.8	0.002	0.61	L-Mar-2018
Coffee.....	0.160	0.7	0.001	0.77	L-Mar-2018
Roasted coffee ^{4, 5}	0.090	1.1	0.001	1.08	L-Dec-2017
Instant coffee ^{4, 5}	0.090	2.0	0.001	0.71	L-Dec-2017
Other beverage materials including tea ^{4, 5}	1.932	1.2	0.001	0.99	L-Jul-2018
Sugar and sweets.....	0.277	-0.5	-0.001	0.20	S-Nov-2018
Sugar and artificial sweeteners.....	0.041	-1.4	-0.001	0.49	S-Oct-2018
Candy and chewing gum ^{4, 5}	0.184	-0.1	0.000	0.67	S-May-2016
Other sweets.....	0.053	-0.9	0.000	0.84	S-Jul-2018
Fats and oils.....	0.211	-0.4	-0.001	0.44	S-Oct-2018
Butter and margarine ^{4, 5}	0.060	-0.7	0.000	0.88	S-Aug-2018
Butter ^{4, 5}	0.052	-0.7	0.000	1.01	S-Oct-2018
Margarine ^{4, 5}	0.052	-1.4	0.000	0.98	S-Aug-2018
Salad dressing ^{4, 5}	0.100	-0.4	0.000	1.03	S-May-2016
Other fats and oils including peanut butter ^{4, 5}	0.100	-0.2	0.000	0.56	S-Jun-2018

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2018, 1-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance 2018	One Month			
		Seasonally adjusted percent change Nov. 2018-Dec. 2018	Seasonally adjusted effect on All Items Nov. 2018-Dec. 2018	Standard error, median change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³
					Date
Peanut butter ^{4, 5}	1.344	1.3	-0.003	0.63	L-Oct-2018
Other foods	0.079	-0.2	0.002	0.25	S-Jan-2018
Frozen and freeze dried prepared foods ⁴	0.232	0.2	0.000	1.07	L-Sep-2017
Snacks ⁴	0.315	-1.9	-0.006	0.72	S-May-2009
Spices, seasonings, condiments, sauces	0.268	-0.4	-0.001	0.54	S-Jul-2018
Salt and other seasonings and spices ^{4, 5}		-1.1		0.86	S-Aug-2018
Olive oil, pickles, relishes ^{4, 5}		-0.1		1.31	S-Jul-2018
Sauces and gravies ^{4, 5}		1.0		0.65	L-Sep-2018
Other condiments ^{4, 5}	0.051	0.3	0.000	0.32	S-Jul-2018
Baby food ^{4, 5}	0.398	-0.6	0.001	0.41	S-Oct-2018
Prepared salads ^{4, 5, 6}		-0.6		0.76	S-Sep-2018
Food away from home ^{4, 5}	6.011	0.4	0.024	0.04	L-Jan-2018
Full service meals and snacks ^{4, 5}	2.988	0.5	0.014	0.04	L-Mar-2011
Limited service meals and snacks ^{4, 5}	2.553	0.4	0.009	0.07	L-Jan-2018
Food at employee sites and schools ^{4, 5}	0.182	-0.2	0.000	0.38	—
Food at elementary and secondary schools ^{4, 5, 6}		0.1		0.49	—
Food from vending machines and mobile vendors ^{4, 5}	0.092	0.3	0.000	0.11	S-Oct-2018
Other food away from home ^{4, 5}	0.197	0.1	0.000	0.08	S-Oct-2018
Energy	7.679	-3.5	-0.272	0.08	S-Feb-2016
Energy commodities	4.351	-7.4	-0.332	0.13	S-Feb-2016
Fuel oil and other fuels	0.196	-7.8	-0.015	0.33	S-Jan-2015
Fuel oil	0.121	-11.4	-0.014	0.43	S-Dec-2008
Propane, kerosene, and firewood ⁹	0.075	-1.3	-0.001	0.48	—
Motor fuel	4.155	-7.4	-0.316	0.13	S-Feb-2016
Gasoline (all types)	4.060	-7.5	-0.314	0.13	S-Feb-2016
Gasoline, unleaded regular ^{4, 5, 6}		-6.6		0.51	S-Feb-2016
Gasoline, unleaded midgrade ^{4, 5, 6}		-5.5		0.44	S-Feb-2016
Gasoline, unleaded premium ^{4, 5}		-3.8		0.15	S-Feb-2016
Other motor fuel ^{4, 5}	0.095	1.8	-0.004	0.08	L-Mar-2014
Electricity	3.329	0.7	0.018	0.10	L-Oct-2018
Utility (piped) gas service	2.582	5.6	0.042	0.08	L-Mar-2014
All items less food and energy	0.747	0.2	0.166	0.03	—
Commodities less food and energy commodities	79.065	0.1	0.018	0.08	S-Sep-2018
Household furnishings and supplies ¹¹	19.536	-0.1	-0.003	0.16	S-Jun-2018
Window and floor coverings and other linens ^{4, 5}	3.353	-1.4	-0.003	0.75	L-Oct-2018
Floor coverings ^{4, 5}	0.257	0.2	0.000	0.56	S-Oct-2018
Window coverings ^{4, 5}	0.056	-2.1	-0.001	0.88	S-Aug-2018
Other linens ^{4, 5}	0.045	-1.7	-0.003	1.15	L-Oct-2018
Furniture and bedding	0.156	0.5	0.005	0.34	L-Sep-2018
Bedroom furniture	0.882	0.5	0.005	0.52	L-Oct-2018
Living room, kitchen, and dining room furniture ^{4, 5}	0.321	1.1	0.005	0.45	L-Apr-2018
Other furniture ^{4, 5}	0.426	0.5	0.001	0.71	L-Oct-2018
Infants' furniture ^{4, 5, 6}	0.124	-0.3	0.001	0.74	S-Oct-2018
Appliances ⁵	0.215	-0.3	-0.001	0.55	S-Feb-2018
Major appliances ⁵	0.078	0.2	0.000	0.70	S-Sep-2018
Laundry equipment ⁶		-1.5		1.18	S-Sep-2018
Other appliances ⁵	0.133	-1.1	-0.002	0.63	S-Jan-2018
Other household equipment and furnishings ⁵	0.503	-1.9	-0.010	0.48	S-Jan-2018
Clocks, lamps, and decorator items ⁴	0.280	-3.8	-0.010	0.76	S-Jul-2017

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2018, 1-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance 2018	One Month			
		Seasonally adjusted percent change Nov. 2018-Dec. 2018	Seasonally adjusted effect on All Items Nov. 2018-Dec. 2018	Standard error, median change ²	Largest (L) or Smallest (S) seasonally adjusted change since: ³
					Date
Indoor plants and flowers ^{4, 5}	0.091	0.2	0.000	0.68	L-Sep-2018
Dishes and flatware ^{4, 5}	0.053	-2.1	-0.001	1.49	L-Oct-2018
Nonelectric cookware and tableware ⁵	0.079	1.4	0.001	0.75	L-Oct-2018
Tools, hardware, outdoor equipment and supplies ⁵	0.660	0.7	0.005	0.24	L-Aug-2011
Toys, hardware and supplies ^{4, 5}	0.194	1.6	0.003	0.35	L-Jan-2004
Outdoor equipment and supplies ⁵	0.307	0.0	0.000	0.30	S-Sep-2018
Housekeeping supplies ⁴	0.837	0.6	0.005	0.24	L-Jul-2018
Household cleaning products ⁴	0.330	-0.3	-0.001	0.39	S-Jan-2018
Household paper products ^{4, 5}	0.223	0.9	0.002	0.38	S-Oct-2018
Miscellaneous household products ^{4, 5}	0.283	0.8	0.002	0.41	L-Mar-2018
Apparel	3.057	0.0	0.001	0.39	L-Oct-2018
Men's and boys' apparel	0.762	-0.6	-0.004	0.72	L-Oct-2018
Men's apparel	0.585	-1.3	-0.007	0.78	L-Oct-2018
Men's suits, sport coats, and outerwear	0.105	2.1	0.002	1.68	L-Nov-2017
Men's furnishings	0.157	-2.1	-0.003	1.45	S-Nov-2017
Men's shirts and sweaters ⁴	0.168	-1.4	-0.002	1.22	L-Oct-2018
Men's pants and shorts	0.148	-1.2	-0.002	1.28	L-Oct-2018
Boys' apparel	0.177	1.1	0.002	1.44	L-Sep-2018
Women's and girls' apparel	1.247	0.2	0.002	0.60	L-Sep-2018
Women's apparel	1.065	0.5	0.006	0.65	L-Sep-2018
Women's underwear	0.075	2.8	0.002	2.13	L-Sep-2018
Women's dresses	0.128	1.0	0.001	1.42	L-Apr-2018
Women's suits and separates ⁴	0.594	1.1	0.006	0.87	L-Sep-2018
Women's underwear, nightwear, sportswear and accessories ⁵	0.286	-0.9	-0.003	1.10	S-Sep-2018
Girls' apparel	0.182	-1.9	-0.003	1.49	S-Jun-2018
Footwear	0.867	0.0	0.000	0.57	S-Oct-2018
Men's footwear	0.216	-0.5	-0.001	0.96	—
Boys' and girls' footwear	0.159	-0.4	-0.001	1.01	S-Oct-2018
Women's footwear	0.292	-0.6	-0.002	0.80	S-Sep-2018
Infants' and toddlers' apparel	0.139	1.2	0.002	1.24	L-Sep-2018
Jewelry and watches ⁴	0.243	0.4	0.001	1.00	L-Oct-2018
Jewelry ^{4, 5}	0.098	-3.4	-0.003	1.52	L-Oct-2018
Watches ^{4, 5}	0.145	0.8	0.001	1.22	S-Oct-2018
Transportation commodities less motor fuel ¹¹	6.579	0.0	-0.002	0.09	S-Sep-2018
New vehicles	3.704	0.0	0.000	0.15	—
New cars and trucks ^{4, 5}		0.0		0.23	S-Oct-2018
New cars ^{4, 5, 6}		-0.2		0.24	—
New trucks ^{4, 5, 6}		0.0		0.21	—
Used cars and trucks	2.382	-0.2	-0.004	0.02	S-Sep-2018
Motor vehicle parts and equipment ⁴	0.380	0.4	0.002	0.28	L-May-2018
Tires ⁴	0.224	1.0	0.002	0.38	L-Dec-2011
Vehicle accessories other than tires ^{4, 5}	0.156	-0.4	-0.001	0.44	S-Aug-2017
Vehicle parts and equipment other than tires ^{4, 5}		-0.8		0.38	S-Oct-2018
Motor oil, coolant, and fluids ^{4, 5}	1.713	1.3	-0.003	0.90	S-Oct-2018
Medical care commodities	1.655	-0.2	-0.001	0.25	S-Aug-2018
Medical drugs ^{4, 11}	1.312	-0.4	-0.006	0.26	S-Jul-2018
Prescription drugs	0.343	-0.7	-0.002	0.28	S-Oct-2018
Nonprescription drugs ^{4, 11}	0.057	-0.3	0.000	0.43	S-Sep-2018
Medical equipment and supplies ^{4, 11}	1.781	1.3	0.000	0.50	S-Sep-2018
Recreation commodities	0.226	-0.8	-0.002	0.17	S-Aug-2018
Video and audio products ^{4, 11}	0.100	-1.7	-0.002	0.81	L-EVER
Televisions					S-Sep-2018

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2018, 1-month analysis table — Continued
[1982=84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2018	One Month				Largest (L) or Smallest (S) seasonally adjusted change since ¹	Percent change
		Seasonally adjusted percent change Nov. 2018- Dec. 2018	Standard error, median price change ²	Seasonally adjusted percent change Nov. 2018- Dec. 2018	Date		
Other video equipment ⁵	0.026	1.7	0.000	0.000	L-Apr-2014	2.6	
Audio equipment ⁴	0.043	-0.8	0.000	0.71	L-Oct-2018	2.6	
Recorded music and music subscriptions ^{4, 5}	0.047	-0.1	0.000	0.85	S-Oct-2018	-2.0	
Pets and pet products ⁴	0.601	0.4	0.003	0.23	L-Apr-2018	0.7	
Pet food ^{4, 5, 6}		0.1		0.31	L-Oct-2018	0.1	
Purchase of pets, pet supplies, accessories ^{4, 5}		0.8		0.38	L-Apr-2018	1.2	
Sporting goods	0.484	4.0	0.020	0.29	L-EVER	-	
Sports vehicles including bicycles ⁴	0.275	6.7	0.018	0.34	L-EVER	-	
Sports equipment	0.203	0.7	0.001	0.47	S-Jun-2018	0.8	
Photographic equipment and supplies	0.034	-1.6	-0.001	0.66	S-Jun-2018	-5.7	
Film and photographic supplies ^{4, 5}							
Photographic equipment ^{5, 6}							
Recreational reading materials ⁴	0.115	-0.6	0.000	0.69	S-Sep-2018	-0.6	
Newspapers and magazines ^{4, 5}	0.071	-0.3	0.000	0.64	S-Sep-2018	-1.6	
Recreational books ^{4, 5}	0.044	0.7	0.000	0.95	S-Sep-2018	-1.6	
Other recreational goods ⁵	0.321	1.0	0.003	0.48	L-Feb-2004	1.1	
Toys	0.251	0.8	0.002	0.52	L-Dec-2014	0.9	
Toys, games, hobbies and playground equipment ⁴		1.4		0.55	L-Feb-2012	1.4	
Sewing machines, fabric and supplies ^{4, 5}	0.023	7.1	0.002	1.10	L-EVER	-	
Music instruments and accessories ^{4, 5}	0.036	-1.1	0.000	0.68	S-May-2018	-1.1	
Education and communication commodities ¹¹	0.533	0.7	0.004	0.36	L-May-2018	0.7	
Educational books and supplies	0.130	1.1	0.001	0.60	L-May-2018	3.7	
College textbooks ^{4, 14, 5}		-2.0		0.58	S-EVER	-	
Information technology commodities ¹¹	0.404	0.7	0.003	0.43	L-Aug-2018	0.8	
Personal computers and peripheral equipment ⁷	0.306	1.4	0.004	0.59	L-Aug-2018	1.4	
Computer software and accessories ^{4, 5}	0.025	-2.2	-0.001	1.10	S-Feb-2018	-3.2	
Telephone hardware, calculators, and other consumer information items ^{4, 5}		-1.5		0.70	S-Oct-2018	-2.5	
Alcoholic beverages	0.073	0.0	0.000	0.14	S-Aug-2018	0.0	
Alcoholic beverages at home	0.603	0.2	0.001	0.22	S-Oct-2018	0.1	
Beer, ale, and other malt beverages at home	0.270	0.0	0.000	0.27	S-Aug-2018	0.0	
Distilled spirits at home	0.081	0.6	0.000	0.37	-	-	
Whiskey at home ^{4, 6}		-0.2		0.54	S-Sep-2018	-2.2	
Distilled spirits, excluding whiskey, at home ^{4, 6}		0.4		0.50	L-Sep-2018	0.4	
Wine at home	0.253	0.3	0.001	0.46	L-Sep-2018	0.6	
Alcoholic beverages away from home ^{4, 5}	0.367	0.0	0.000	0.12	S-Jul-2018	0.0	
Beer, ale, and other malt beverages away from home ^{4, 5}		0.0		0.18	S-Oct-2018	0.0	
Wine away from home ^{4, 5, 6}		0.2		0.18	L-Oct-2018	0.2	
Distilled spirits away from home ^{4, 5}		-0.2		0.15	S-Aug-2018	-0.4	
Tobacco and smoking products	1.549	-0.4	-0.006	0.16	S-Jun-2018	-0.4	
Cigarettes ⁵	0.585	-0.3	-0.002	0.14	S-Jun-2018	-0.4	
Tobacco products other than cigarettes ^{4, 5}	0.060	-0.1	0.000	0.33	S-Sep-2018	-0.4	
Personal care products ⁴	0.686	0.0	0.000	0.30	L-Sep-2018	0.1	
Hair, dental, shaving, and miscellaneous personal care products ^{4, 5}		0.1		0.37	L-Sep-2018	0.3	
Cosmetics, perfume, bath, nail preparations and implements ⁴	0.301	-0.2	-0.001	0.45	S-Oct-2018	-0.3	
Miscellaneous personal goods ⁵	0.203	-1.8	-0.004	0.75	S-Oct-2018	-5.6	
Stationery, stationery supplies, gift wrap ⁵		0.4		0.77	S-Oct-2018	-3.5	
Infants' equipment ^{4, 5, 6}		0.1		0.46	S-Oct-2018	-0.8	

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2018, 1-month analysis table — Continued
[1982=84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2018	One Month				Largest (L) or Smallest (S) seasonally adjusted change since ¹	Percent change
		Seasonally adjusted percent change Nov. 2018- Dec. 2018	Standard error, median price change ²	Seasonally adjusted percent change Nov. 2018- Dec. 2018	Date		
Services less energy services	59.529	0.3	0.155	0.03	L-Jul-2018	0.3	
Shelter	33.078	0.3	0.096	0.04	-	-	
Rent of shelter ¹⁵	32.704	0.3	0.101	0.04	-	-	
Rent of primary residence	7.897	0.2	0.015	0.03	S-Oct-2018	0.2	
Lodging away from home ¹⁶	0.862	2.7	0.026	1.24	L-May-2018	2.9	
Household at school, excluding board ¹⁶	0.114	0.1	0.000	0.06	S-Jul-2018	0.1	
Other lodging away from home including hotels and motels	0.768	3.1	0.026	1.45	L-May-2018	3.3	
Owners' equivalent rent of residences ¹⁵	23.924	0.2	0.055	0.03	S-Sep-2018	0.2	
Tenants' equivalent rent of primary residence ¹⁵	22.989	0.2	0.052	0.03	S-Sep-2018	0.2	
Water and sewerage collection services ⁵	0.374	-0.1	0.000	0.13	S-Oct-2018	-0.2	
Water and sewerage maintenance	1.096	0.3	0.003	0.05	S-Oct-2018	0.3	
Garbage and trash collection ^{4, 13}	0.822	0.4	0.004	0.06	S-Oct-2018	0.3	
Household operations ^{4, 5}	0.274	-0.1	0.000	0.07	S-Jan-2018	-0.1	
Domestic services ^{4, 5}	0.873	2.0	0.017	0.32	L-EVER	-	
Gardening and lawn care services ^{4, 5}	0.301	1.4	0.004	0.04	L-Feb-2008	1.4	
Moving, storage, freight expenses ⁵	0.102	0.8	0.001	1.97	L-Sep-2018	1.2	
Repair of household items ^{4, 5}	0.105	1.4	0.002	0.23	L-Feb-2018	5.0	
Medical care services	6.932	0.4	0.039	0.09	L-Oct-2018	0.2	
Professional services	3.243	0.1	0.002	0.10	L-Oct-2018	0.0	
Physicians' services	1.726	0.0	0.001	0.09	L-Oct-2018	0.0	
Dental services	0.762	0.2	0.001	0.11	L-Oct-2018	0.3	
Eyeglasses and eye care ^{4, 6}	0.317	0.3	0.001	0.31	L-Oct-2018	0.9	
Services by other medical professionals ^{4, 6}	0.418	0.0	0.000	0.08	S-Sep-2018	-0.1	
Hospital and related services	2.608	0.4	0.011	0.12	-	-	
Hospital services ¹⁶	2.327	0.5	0.011	0.13	-	-	
Inpatient hospital services ^{16, 6}		0.6		0.20	L-Jun-2018	0.8	
Outpatient hospital services ^{16, 6}		0.6		0.32	S-Oct-2018	0.1	
Nursing homes and adult day services ¹⁶	0.193	0.2	0.000	0.12	-	-	
Care of invalids and elderly at home ^{4, 6}	0.088	-0.1	0.000	0.12	S-May-2018	-0.5	
Health insurance ^{4, 6}	1.081	1.3	0.014	0.08	S-Oct-2018	1.1	
Transportation services	5.990	-0.2	-0.011	0.13	L-Oct-2018	0.1	
Leased cars and trucks ^{4, 14}	0.647	1.0	0.006	0.39	L-Jun-2018	1.6	
Car and truck rental ¹⁴	0.119	-0.1	0.000	1.78	S-Aug-2018	-1.7	
Motor vehicle maintenance and repair ⁴	1.126	-0.1	-0.002	0.15	S-Mar-2018	-0.1	
Motor vehicle body work ⁴	0.056	0.1	0.000	0.11	L-Oct-2018	0.7	
Motor vehicle maintenance and servicing ⁴	0.633	0.2	0.001	0.24	S-Oct-2018	0.2	
Motor vehicle repair ^{4, 5}	0.373	-0.7	-0.003	0.14	S-Mar-2018	-0.7	
Motor vehicle insurance	2.409	-0.2	-0.004	0.17	L-Oct-2018	0.5	
Motor vehicle fees ^{4, 5}	0.542	-0.2	-0.001	0.12	S-Jun-2018	-0.3	
State motor vehicle registration and license fees ^{4, 5}		0.0		0.04	S-Sep-2018	-0.1	
Parking and other fees ^{4, 5}	0.280	-0.4	-0.001	0.22	S-Jun-2018	-0.7	
Automobile service clubs ^{4, 5, 6}	0.245	-0.2	-0.001	0.16	S-Jul-2018	-0.2	
Public transportation	1.147	-0.9	-0.010	0.36	L-Oct-2018	-0.1	
Airline fares	0.699	-1.5	-0.010	0.59	L-Oct-2018	0.0	
Other intercity transportation	0.164	0.0	0.000	0.56	L-Sep-2018	0.1	
Intercity bus fare ^{4, 6}		7.9		0.86	L-EVER	-	
Intercity train fare ^{4, 7, 6}		-0.8		0.82	S-Aug-2018	-0.8	
Ship fare ^{4, 5, 6}		0.3		0.19	L-Aug-2018	0.3	
Intracity transportation ⁴	0.277						

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2018, 1-month analysis table — Continued
[1982=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2018	One Month			
		Seasonally adjusted percent change Nov. 2018-Dec. 2018	Standard error, median price change ^a	Largest (L) or Smallest (S) seasonally adjusted change since ^a	Percent change
Intrachain mass transit ^{1, 11, 6}		0.0	0.15	—	—
Recreation services ¹¹	3.688	0.3	0.013	S-Oct-2018	0.0
Video and audio services ¹¹	1.589	0.4	0.006	L-Sep-2018	0.9
Cable and satellite television service ⁶	1.501	0.6	0.009	L-Sep-2018	0.8
Video discs and other media, including rental of video ^{1, 6}	0.088	-3.0	-0.003	S-Nov-2017	-3.9
Video discs and other media ^{1, 6}		-4.7	2.01	S-Nov-2017	-7.6
Rental of video discs and other media ^{4, 6}	0.414	0.1	0.14	L-Oct-2018	0.4
Pet services including veterinary ⁶		0.3	0.001	L-Oct-2018	0.5
Pet services ^{4, 6}		0.1	0.10	—	—
Veterinarian services ^{6, 6}		0.3	0.13	L-Oct-2018	0.6
Photographers and photo processing ^{4, 6}	0.039	0.1	0.000	S-Oct-2018	-0.4
Photographer fees ^{4, 6}		0.1	0.65	S-Oct-2018	-1.4
Photo processing ^{4, 6}	1.824	0.3	0.006	S-Oct-2018	0.1
Other recreation services ⁶					
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees ^{4, 6}	0.680	-0.4	-0.003	S-Apr-2018	-0.6
Admissions	0.648	1.6	0.011	L-Jun-2018	1.8
Admission to movies, theaters, and concerts ^{1, 6}		0.4	0.46	L-Jun-2018	1.0
Admission to sporting events ^{4, 6}		4.9	0.79	L-Jan-2017	5.5
Fees for lessons or instructions ^{4, 6}	0.220	-0.7	-0.002	S-Mar-2013	-0.9
Education and communication services ¹¹	6.042	0.1	0.004	L-Sep-2018	0.1
Tuition, other school fees, and childcare	2.914	0.2	0.006	S-Oct-2018	0.2
College tuition and fees	1.622	0.2	0.003	S-Sep-2018	0.1
Elementary and high school tuition and fees	0.337	0.2	0.001	L-Sep-2018	0.4
Child care and nursery school ¹²	0.803	0.4	0.003	L-Aug-2018	0.7
Technical and business school tuition and fees ⁶	0.032	0.0	0.000	S-Sep-2018	-0.3
Postage and delivery services ⁶	0.108	0.2	0.000	S-Feb-2018	-0.6
Postage	0.094	0.2	0.000	—	—
Delivery services ^{4, 6}	0.014	-1.5	0.000	S-Jan-2016	-2.7
Telephone services ^{4, 6}	2.229	-0.1	-0.002	L-Sep-2018	0.1
Land-line telephone services ^{4, 6}	1.660	-0.2	-0.004	L-Oct-2018	0.1
Internet services and electronic information providers ⁶	0.569	0.2	0.001	S-Oct-2018	-1.1
Other personal services ^{4, 11}	0.783	0.1	0.001	S-Oct-2018	-0.4
Personal care services ⁴	1.649	0.2	0.003	S-Sep-2018	0.1
Haircuts and other personal care services ^{4, 5}	0.628	0.4	0.003	L-Oct-2018	0.6
Miscellaneous personal services	0.628	0.4	0.003	L-Oct-2018	0.6
Legal services ^{4, 6}	1.020	0.1	0.001	S-Jun-2018	-0.1
Funeral expenses ^{4, 6}	0.310	0.0	0.000	S-Aug-2018	0.0
Laundry and dry cleaning services ^{4, 6}	0.128	0.0	0.000	S-Sep-2018	0.0
Apparel services other than laundry and dry cleaning ^{1, 5}	0.240	0.2	0.001	L-Oct-2018	0.6
Financial services ⁶	0.029	0.8	0.000	S-Oct-2018	0.4
Checking account and other bank services ^{4, 6}	0.241	0.0	0.000	S-Jun-2018	-0.4
Tax return preparation and other accounting fees ^{4, 6}		0.0	0.02	—	—
Special aggregate indexes					
All items less food	86.745	-0.1	-0.106	S-Sep-2018	-0.1

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2018, 1-month analysis table — Continued
[1982=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2018	One Month			
		Seasonally adjusted percent change Nov. 2018-Dec. 2018	Standard error, median price change ^a	Largest (L) or Smallest (S) seasonally adjusted change since ^a	Percent change
All items less shelter	66.922	-0.2	-0.152	S-Mar-2018	-0.3
All items less food and shelter	53.666	-0.4	-0.201	S-Mar-2018	-0.4
All items less food, shelter, and energy	45.987	0.2	0.070	L-Oct-2018	0.2
All items less food, shelter, energy, and used cars and trucks	43.605	0.2	0.075	L-Sep-2018	0.3
All items less medical care	91.355	-0.1	-0.082	S-Mar-2018	-0.1
All items less energy	92.321	0.2	0.215	—	—
Commodities	37.142	-0.7	-0.285	S-Feb-2016	-0.9
Commodities less food, energy, and used cars and trucks	17.154	0.1	0.022	L-Sep-2018	0.1
Commodities less food	23.887	-1.3	-0.314	S-Feb-2016	-1.5
Commodities less food and beverages	22.816	-1.4	-0.315	S-Feb-2016	-1.6
Services	62.658	0.3	0.215	L-Oct-2018	0.3
Services less rent of shelter ¹⁵	30.154	0.4	0.107	L-Feb-2018	0.5
Services less medical care services	55.926	0.3	0.166	L-Oct-2018	0.3
Durables	9.897	0.1	0.009	S-Sep-2018	-0.8
Nondurables	27.245	-1.1	-0.305	S-Feb-2016	-1.1
Nondurables less food	13.990	-2.5	-0.352	S-Feb-2016	-2.5
Nondurables less food and beverages	13.020	-2.7	-0.352	S-Feb-2016	-2.7
Nondurables less food, beverages, and apparel	9.962	-3.4	-0.345	S-Feb-2016	-3.8
Nondurables less food and apparel	10.933	-3.1	-0.345	S-Feb-2016	-3.4
Housing	41.825	0.4	0.158	L-Mar-2014	0.4
Education and communication ⁶	6.576	0.1	0.008	L-Sep-2018	0.1
Communication ⁶	3.552	0.0	0.001	L-Sep-2018	0.2
Information and information processing ⁶	3.424	0.0	0.001	L-Sep-2018	0.2
Information technology, hardware and services ¹⁷	1.195	0.3	0.003	L-Sep-2018	0.3
Recreation ⁵	5.649	0.6	0.036	L-Apr-2001	0.6
Video and audio ⁵	1.815	0.2	0.004	L-Sep-2018	0.6
Pets, pet products and services ⁵	1.015	0.4	0.004	L-Sep-2018	0.4
Photography ⁵	0.074	-0.7	-0.001	S-Jun-2018	-2.5
Food and beverages	14.226	0.4	0.050	L-May-2014	0.5
Domestically produced farm food	6.049	0.4	0.022	—	—
Other services	11.559	0.2	0.021	L-Sep-2018	0.3
Apparel less footwear	2.891	0.0	0.001	L-Oct-2018	0.2
Fuels and utilities	4.620	1.0	0.048	L-Oct-2018	1.3
Household energy	3.524	1.3	0.045	L-Oct-2018	1.7
Medical care	8.645	0.3	0.025	S-Oct-2018	0.2
Transportation	16.725	-2.0	-0.330	S-Feb-2018	-2.4
Private transportation	15.578	-2.0	-0.320	S-Feb-2018	-2.5
New and used motor vehicles ⁵	6.666	0.0	0.002	S-Feb-2018	-1.1
Utilities and public transportation	9.302	0.5	0.044	L-Oct-2018	0.5
Household furnishings and operations	4.226	0.3	0.015	L-Oct-2018	0.3
Other goods and services	3.197	-0.1	-0.005	S-Jun-2018	-0.1
Personal care ⁴	2.538	-0.1	-0.002	S-Oct-2018	-0.1

¹ The basket of an item category is a measure of that item's contribution to the All items price changes. For example, if the Food index had an effect of 0.46 and the All items index rose 1.2 percent, then the increase in food prices contributed 0.46 / 1.2, or 38.3 percent, to that All items increase. Said another way, had food prices been unchanged for that month the change in the All items index would have been 1.2 percent minus 0.46, or 0.8 percent. Effects can be negative as well. For example, if the effect of food was a negative 0.1, and the All items index rose 0.5 percent, the All items index actually would have been 0.1 percent higher (or 0.6 percent) had food prices been unchanged. Since food prices fell while prices overall were rising, the contribution of food to the All items price change was negative (in this case, -0.1 / 0.5, or minus 20 percent).

² A statistic's margin of error is often expressed as its point estimate plus or minus two standard errors. For example, if a CPI category rose 0.6 percent, and its standard error was 0.15 percent, the margin of error on this item's 1-month percent change would be 0.6 percent, plus or minus 0.3 percent.

³ If the current seasonally adjusted 1-month percent change is greater than the previous published 1-month percent change, then this column

Not seasonally adjusted.

Special indexes based on a substantially s

Indexes on a December 2007=100 base.

^a indexes on a December 1986=100 base.¹ Indexes on a December 2009=100 base.

Indexes on a December 1983=100 base.

^a Indexes on a December 1982=100 base.^a Indexes on a December 1988=100 base.

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Non-food 2016	Unadjusted percent change Dec. 2017- Dec. 2018	Unadjusted effect on All items Dec. 2017- Dec. 2018	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since:	
					Date	Percent change
All items.....	100.00	1.9		0.07	S-Aug-2017	1.9
Food.....	13.255	1.6	0.212	0.10	L-Jan-2018	1.7
Food at home.....	7.244	0.6	0.044	0.16	L-Jun-2018	1.0
Cereals and bakery products.....	0.955	1.7	0.016	0.30	L-Aug-2012	1.8
Cereals and cereal products.....	0.305	0.2	0.001	0.62	L-Sep-2018	0.6
Flour and prepared flour mixes.....	0.038	-0.6	0.000	0.99	L-Sep-2018	1.8
Breakfast cereal.....	0.148	-0.9	-0.001	0.85	L-Aug-2017	-0.8
Rice, pasta, cornmeal.....	0.119	1.9	0.002	1.11	L-Sep-2018	2.4
Rice ^{4, 5}		3.2		1.35	L-Oct-2013	5.3
Bakery products.....	0.650	2.4	0.015	0.37	L-Jun-2013	2.5
Bread ⁴	0.191	2.7	0.005	0.66	L-Aug-2013	2.8
White bread ⁵		3.1		0.89	L-Jun-2013	4.4
Bread other than white ⁵		2.7		0.69	L-Nov-2015	3.0
Fresh biscuits, rolls, muffins ⁴	0.093	1.5	0.001	1.07	S-Mar-2018	0.2
Cakes, cupcakes, and cookies.....	0.164	3.5	0.006	0.68	L-Sep-2013	3.6
Cookies ⁴		2.6		1.14	S-Oct-2018	1.2
Fresh cakes and cupcakes ⁵		4.7		1.11	L-Jun-2016	4.7
Other bakery products.....	0.201	1.5	0.003	0.71	L-Sep-2017	1.5
Fresh sweetrolls, coffee cakes, doughnuts ⁵		3.8		1.16	L-Nov-2015	4.2
Crackers, bread, and cracker products ⁵		1.1		1.24	L-Sep-2017	1.6
Frozen and refrigerated bakery products, pies, tarts, turnovers ⁵		0.9		1.15	L-Jun-2018	0.9
Meats, poultry, fish, and eggs.....	1.596	-0.4	-0.007	0.33	S-Jun-2017	-0.9
Meats, poultry, and fish.....	1.504	-0.3	-0.005	0.32	S-Oct-2018	-0.4
Meats.....	0.939	-0.9	-0.008	0.39	S-Oct-2018	-1.2
Beef and veal.....	0.425	-0.6	-0.002	0.49	S-Oct-2017	-0.8
Uncooked ground beef.....	0.170	-2.5	-0.004	0.81	S-Mar-2017	-3.3
Uncooked beef roasts ⁴	0.059	1.7	0.001	1.38	L-Sep-2018	3.0
Uncooked beef steaks ⁴	0.158	0.0	0.000	0.91	S-Feb-2018	-0.4
Uncooked other beef and veal ⁴	0.038	2.2	0.001	1.30	S-Aug-2018	1.8
Pork.....	0.294	-1.4	-0.004	0.79	S-Oct-2018	-3.5
Bacon, breakfast sausage, and related products ⁴	0.131	-1.9	-0.003	1.01	-	-
Bacon and related products ⁴		-0.5		1.31	L-Mar-2018	0.0
Breakfast sausage and related products ^{4, 5}		-3.2		1.67	S-Nov-2016	-3.4
Ham.....	0.053	-2.3	-0.001	1.82	S-Oct-2018	-4.8
Ham, excluding canned ⁵		-2.6		2.30	S-Oct-2018	-4.3
Pork chops.....	0.043	2.6	0.001	1.88	L-Oct-2018	2.9
Other pork including roasts, steaks, and ribs ⁴	0.067	-2.4	-0.002	1.73	S-Oct-2018	-3.1
Other meats.....	0.219	-0.7	-0.002	0.83	L-Jun-2018	-0.5
Frankfurters ^{4, 5}		0.4		2.43	L-Jun-2018	4.4
Lunchmeats ^{4, 5}		0.9		0.83	L-May-2018	-0.6
Lamb and organ meats ⁵		0.3				
Lamb and mutton ^{4, 5}		0.4				
Poultry.....	0.313	-1.4	-0.005	0.72	S-Dec-2016	-1.7
Chicken ⁴	0.257	-0.8	-0.002	0.84	S-Feb-2017	-1.0
Fresh whole chicken ⁵		-2.2		1.94	S-Sep-2017	-2.6
Fresh and frozen chicken parts ⁵		0.2		0.99	L-Oct-2018	0.9
Other uncooked poultry including turkey ⁴	0.056	-4.5	-0.003	1.44	L-Oct-2018	-4.9
Fish and seafood.....	0.253	3.2	0.003	0.84	L-Aug-2018	3.3
Fresh fish and seafood ⁴	0.129	4.9	0.006	1.17	L-Feb-2017	5.3
Processed fish and seafood ⁴	0.123	1.4	0.002	0.98	S-Jul-2018	1.4
Shell stable fish and seafood ⁶		3.6		1.31	S-Sep-2018	3.5

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2018, 12-month analysis table — Continued
[1982=84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2018	Twelve Month			
		Unadjusted percent change Dec. 2017- Dec. 2018	Unadjusted effect on All items Dec. 2017- Dec. 2018 ^a	Standard error, median price change ^a	Largest (L) or Smallest (S) unadjusted change since ^a
		Dec. 2017- Dec. 2018	Dec. 2017- Dec. 2018	price change ^a	Date
Frozen fish and seafoods ⁵		1.2	-0.002	1.50	L-Apr. 2018
Eggs.....	0.092	-2.2	-0.002	1.47	S-Sep. 2017
Dairy and related products.....	0.724	-0.1	-0.001	0.40	L-Sep. 2018
Milk ⁴	0.201	-1.2	-0.003	0.70	S-Jul. 2018
Fresh whole milk ²		-1.8		1.68	S-Jul. 2018
Fresh milk other than whole ^{4, 5}		-0.1		0.99	S-Oct. 2018
Cheese and related products.....	0.236	-0.4	-0.001	0.68	L-Sep. 2018
Ice cream and related products.....	0.104	1.2	0.001	0.96	L-Oct. 2018
Other dairy and related products ⁴	0.183	0.7	0.001	0.82	L-Aug. 2018
Fruits and vegetables.....	1.273	1.6	0.020	0.43	L-Feb. 2018
Fresh fruits.....	1.010	1.8	0.018	0.53	L-Feb. 2018
Apples.....	0.596	-0.7	-0.004	0.68	L-Sep. 2018
Bananas.....	0.073	-0.3	0.000	1.75	L-Apr. 2018
Citrus fruits ⁴	0.078	0.9	0.001	1.03	S-Aug. 2018
Oranges, including tangerines ⁵	0.158	5.0	0.007	1.42	L-Sep. 2018
Other fresh fruits ⁴	0.227	3.6	-0.012	2.18	L-Aug. 2018
Potatoes.....	0.473	-4.8	-0.022	1.05	L-Oct. 2018
Letuce.....	0.073	1.8	0.001	0.84	L-Jan. 2018
Tomatoes.....	0.060	15.0	0.009	2.35	L-Feb. 2015
Other fresh vegetables.....	0.081	1.6	0.001	1.67	S-Oct. 2018
Processed fruits and vegetables.....	0.259	4.0	0.010	1.20	L-Oct. 2017
Canned fruits ^{4, 5}	0.264	0.9	0.002	0.69	L-Apr. 2016
Canned fruits ^{4, 5}	0.143	3.1	0.005	0.87	L-Mar. 2014
Canned vegetables ^{4, 5}	0.077	4.2	0.002	1.19	L-Jan. 2016
Frozen fruits and vegetables ⁴		-2.5		1.35	L-May 2014
Frozen vegetables ⁴		-1.7		1.67	S-Oct. 2018
Other processed fruits and vegetables including dried ⁴	0.043	-0.4	0.000	1.42	L-Aug. 2018
Nonalcoholic beverages and beverage materials.....	0.863	-4.1	-0.012	2.11	L-Oct. 2018
Juices and nonalcoholic drinks ⁴	0.614	2.5	0.015	0.53	L-Aug. 2015
Carbonated drinks.....	0.254	4.1	0.010	0.87	L-Feb. 2012
Frozen noncarbonated juices and drinks ⁴	0.009	0.2	0.000	1.12	S-Oct. 2018
Nonfrozen noncarbonated juices and drinks ⁴	0.351	1.5	0.005	0.64	L-Oct. 2015
Beverage materials including coffee and tea ⁴	0.250	-1.2	-0.003	0.77	S-Oct. 2018
Coffee.....	0.160	-2.0	-0.003	1.08	S-Sep. 2018
Roasted coffee ⁴		-1.3		1.60	S-Oct. 2018
Instant coffee ⁴		-4.0		1.65	L-Oct. 2018
Other beverage materials including tea ⁴	0.090	0.2	0.000	1.01	S-Sep. 2018
Sugar and sweets.....	0.277	0.0	0.003	0.31	S-Sep. 2018
Sugar and artificial sweeteners.....	0.041	-3.0	-0.001	0.70	S-Aug. 2018
Candy and chewing gum ⁴	0.184	1.3	0.002	0.91	S-Apr. 2017
Other sweets ⁴	0.053	-2.0	-0.001	1.22	L-Sep. 2018
Fats and oils.....	0.211	-0.5	-0.001	0.61	S-Jul. 2018
Butter and margarine ⁴	0.060	0.0	0.000	1.16	S-Oct. 2018
Butter ⁴		-0.2		1.57	S-Sep. 2018
Margarine ⁴		0.6		1.43	S-Oct. 2018
Salad dressing ⁴	0.052	1.2	0.001	1.37	S-Oct. 2018
Other fats and oils including peanut butter ⁴	0.100	-1.7	-0.002	0.92	S-Oct. 2018
Peanut butter ^{4, 5}		6.2		1.06	L-Jan. 2013
Other foods.....	1.344	0.3	0.004	0.96	S-Sep. 2018

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2018, 12-month analysis table — Continued
[1982=84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2018	Twelve Month			
		Unadjusted percent change Dec. 2017- Dec. 2018	Unadjusted effect on All items Dec. 2017- Dec. 2018 ^a	Standard error, median price change ^a	Largest (L) or Smallest (S) unadjusted change since ^a
		Dec. 2017- Dec. 2018	Dec. 2017- Dec. 2018	price change ^a	Date
Soups.....	0.079	-1.4	-0.001	1.55	L-Aug. 2018
Frozen and freeze dried prepared foods.....	0.232	-1.3	-0.003	0.89	—
Snacks.....	0.315	0.6	0.002	0.82	S-Aug. 2018
Spices, seasonings, condiments, sauces.....	0.269	1.0	0.003	0.79	S-Sep. 2018
Salt and other seasonings and spices ^{4, 5}		1.6		1.40	S-Sep. 2018
Olives, pickles, relishes ^{4, 5}		4.3		1.68	L-Aug. 2018
Sauces and gravies ^{4, 5}		0.0		1.16	S-Jul. 2017
Other condiments ⁴		0.9		1.74	L-Sep. 2018
Baby food ⁴	0.051	7.2	0.004	1.15	L-Jan. 2012
Other miscellaneous foods ⁴	0.398	0.1	0.000	0.51	—
Prepared salads ^{4, 5}		-1.9		1.26	S-Nov. 2010
Food away from home.....	6.011	2.8	0.168	0.10	L-Jul. 2018
Full service meals and snacks ⁴	2.988	2.8	0.083	0.13	L-Jun. 2015
Limited service meals and snacks ⁴	2.553	2.7	0.070	0.18	L-Sep. 2018
Food at elementary and secondary schools ^{4, 5}	0.182	2.3	0.004	0.53	S-Sep. 2018
Food at employee sites and schools ⁴		2.0		0.52	S-Sep. 2018
Food from vending machines and mobile vendors ⁴	0.092	4.2	0.004	1.49	L-Nov. 2016
Other food away from home ⁴	0.197	4.0	0.008	0.53	S-Oct. 2018
Energy.....	7.679	-0.3	-0.025	0.11	S-Sep. 2016
Energy commodities.....	4.351	-1.8	-0.072	0.17	S-Sep. 2016
Fuel oil and other fuels.....	0.196	1.3	0.002	0.91	S-Nov. 2016
Fuel oil.....	0.121	1.9	0.000	1.08	S-Nov. 2016
Propane, kerosene, and firewood ⁴	0.075	0.5	0.000	1.58	S-Nov. 2016
Motor fuel.....	4.155	-1.9	-0.074	0.18	S-Sep. 2016
Gasoline (all types).....	4.060	-2.1	-0.082	0.18	S-Sep. 2016
Gasoline, unleaded regular ^{4, 5}		-2.7		0.94	S-Sep. 2016
Gasoline, unleaded midgrade ^{4, 5}		-0.2		0.78	S-Jun. 2017
Gasoline, unleaded premium ⁴		1.3		0.79	S-Oct. 2016
Other motor fuels ⁴	0.095	8.8	0.008	0.28	S-Jul. 2017
Energy services.....	3.929	1.4	0.046	0.15	L-Mar. 2018
Electricity.....	2.582	1.1	0.028	0.18	L-Apr. 2018
Utility (piped) gas service.....	0.747	2.3	0.018	0.22	L-Mar. 2018
All items less food and energy.....	79.065	2.2	1.724	0.08	—
Commodities less food and energy commodities.....	19.536	0.1	0.027	0.19	S-Oct. 2018
Household furnishings and supplies ⁴	3.353	0.9	0.030	0.33	S-Oct. 2018
Window and floor coverings and other linens ⁴	0.257	-0.9	-0.002	1.10	S-Sep. 2018
Floor coverings ⁴	0.056	4.2	0.002	1.56	L-Apr. 2018
Window coverings ⁴	0.045	-5.8	-0.003	2.47	S-Sep. 2018
Other linens ⁴	0.156	-1.2	-0.002	1.79	S-Apr. 2018
Furniture and bedding.....	0.882	1.7	0.015	0.84	L-Sep. 2012
Bedroom furniture.....	0.321	0.7	0.002	1.05	L-Oct. 2018
Living room, kitchen, and dining room furniture ⁴	0.426	3.3	0.014	1.41	L-May 2012
Other furniture ⁴	0.124	-1.2	-0.002	1.58	L-Oct. 2018
Infants' furniture ^{4, 5}		-4.7		2.26	—
Appliances ⁴	0.215	4.7	0.010	1.10	S-Sep. 2018
Major appliances ⁴	0.078	9.1	0.007	1.29	S-Oct. 2018
Laundry equipment ⁴		13.2		2.84	S-Oct. 2018
Other household equipment and furnishings ⁴	0.133	2.2	0.003	1.52	S-Sep. 2018
Clocks, lamps, and decorator items.....	0.503	-4.9	-0.026	1.03	S-Aug. 2018
Indoor plants and flowers ⁴	0.280	-7.0	-0.021	1.64	S-Jul. 2018
Dishes and linens ⁴	0.091	0.0	0.000	1.28	S-Jun. 2018
Nonelectric cookware and tableware ⁴	0.053	-9.4	-0.006	3.20	S-Sep. 2018
	0.079	0.6	0.000	1.49	L-Feb. 2013

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2018, 12-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2018	Twelve Month			
		Unadjusted percent change Dec. 2017- Dec. 2018	Unadjusted effect on All items Dec. 2017- Dec. 2018 ¹	Standard error median price change ²	Largest (L) or Smallest (S) unadjusted change since ³
Tools, hardware, outdoor equipment and supplies ⁴	0.660	1.1	0.008	0.70	L-Sep-2013 1.4
Tools, hardware and supplies ⁴	0.194	2.0	0.004	0.81	L-May-2012 2.0
Outdoor equipment and supplies ⁴	0.307	0.6	0.002	0.92	L-Sep-2013 1.3
Housekeeping supplies.....	0.687	3.1	0.026	0.43	S-Oct-2018 1.3
Household cleaning products ⁴	0.330	1.6	0.005	0.62	S-Jul-2018 1.4
Household paper products ⁴	0.223	3.8	0.008	0.63	—
Miscellaneous household products ⁴	0.263	4.4	0.012	0.88	L-Feb-2012 5.0
Apparel.....	3.057	-0.1	-0.002	0.79	L-Jul-2018 0.3
Men's and boys' apparel.....	0.762	1.7	0.012	1.43	S-Sep-2018 0.9
Men's apparel.....	0.695	-1.4	-0.008	1.68	S-Feb-2018 -1.8
Men's suits, sport coats, and outerwear.....	0.105	-2.7	-0.003	2.87	L-Jul-2018 -0.8
Men's furnishings.....	0.157	2.4	0.004	3.59	S-Oct-2018 1.7
Men's shirts and sweaters ⁴	0.168	-2.8	-0.005	2.21	L-Oct-2018 2.7
Men's shirts and shorts.....	0.148	-2.9	-0.004	2.81	L-Oct-2018 -0.5
Boys' apparel.....	0.177	13.1	0.021	3.18	LEVER
Women's and girls' apparel.....	1.247	-1.3	-0.016	1.21	L-Sep-2018 -1.0
Women's apparel.....	1.065	-0.8	-0.008	1.32	L-Jun-2018 0.8
Women's outerwear.....	0.075	2.7	0.002	4.56	L-Oct-2017 3.2
Women's dresses.....	0.128	-1.3	-0.002	3.98	S-Sep-2016 -4.4
Women's suits and separates ⁴	0.054	-0.8	-0.004	1.77	L-Jun-2018 1.2
Women's underwear, nightwear, sportswear and accessories ⁴	0.296	-1.3	-0.004	2.05	L-Aug-2018 -0.9
Girls' apparel.....	0.182	-4.3	-0.008	2.99	S-Jul-2016 -4.7
Footwear.....	0.667	-0.1	-0.001	1.29	L-Aug-2018 0.3
Men's footwear.....	0.216	4.3	0.009	2.00	L-Mar-2013 4.8
Boys' and girls' footwear.....	0.159	-1.9	-0.003	2.35	S-Feb-2018 -2.1
Women's footwear.....	0.292	-2.3	-0.007	1.69	S-Sep-2018 -3.0
Infants' and toddlers' apparel.....	0.139	5.7	0.008	2.57	L-Jul-2018 7.5
Jewelry and watches ⁴	0.243	-2.1	-0.005	4.64	L-Oct-2018 -0.9
Watches ⁴	0.096	0.5	0.000	10.80	L-Oct-2018 7.3
Jewelry ⁴	0.145	-3.8	-0.006	4.96	L-Aug-2018 -2.0
Transportation commodities less motor fuel ¹⁰	6.579	0.5	0.034	0.18	S-Sep-2018 -0.2
New vehicles.....	3.704	-0.3	-0.010	0.33	S-Jun-2018 -0.5
New cars and trucks ⁴	0.2	-0.2	0.39	0.39	S-Jun-2018 -0.5
New cars ⁴	0.2	0.2	0.39	0.39	S-Jun-2018 -0.7
New trucks ⁴	-0.7	-0.7	0.52	0.52	S-May-2018 -1.0
Used cars and trucks.....	2.382	1.4	0.034	0.09	S-Oct-2018 0.4
Motor vehicle parts and equipment.....	0.380	2.2	0.008	0.70	L-Oct-2012 2.3
Tires.....	0.224	1.3	0.003	1.03	L-Oct-2012 2.8
Vehicle accessories other than tires ⁴	0.156	3.5	0.005	0.75	S-Oct-2018 3.1
Vehicle parts and equipment other than tires ⁴	2.9	2.9	0.80	1.08	S-Sep-2018 2.7
Motor oil, coolant, and fluids ⁴	5.9	5.9	1.08	1.08	L-Sep-2018 6.8
Medical care commodities.....	1.713	-0.5	-0.009	0.69	S-Jun-1987 -0.9
Medical drugs ¹⁰	1.655	-0.6	-0.010	0.71	S-EVER
Prescription drugs.....	1.312	-0.6	-0.008	0.87	S-Mar-1973 -0.8
Nonprescription drugs ¹⁰	0.343	-0.4	-0.001	0.77	S-Sep-2018 -1.1
Medical equipment and supplies ¹⁰	0.057	1.8	0.001	0.90	L-Jan-2013 1.9
Recreation commodities ¹⁰	1.781	-1.3	-0.024	0.43	L-May-2013 -1.3
Video and audio products ¹⁰	0.226	-11.0	-0.028	1.38	L-Jan-2018 -9.3
Televisions.....	0.100	-18.6	-0.023	1.88	S-Sep-2018 -18.6
Other video equipment ⁴	0.026	-0.9	0.000	1.71	L-Feb-2015 0.8
Audio equipment.....	0.043	-4.2	-0.002	2.38	L-Jul-2016 -3.9
Recorded music and music subscriptions ⁴	0.047	-5.8	-0.003	7.26	S-Oct-2016 -7.9
Pets and pet products.....	0.601	2.2	0.013	0.54	L-Jun-2012 2.4

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2018, 12-month analysis table — Continued
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2018	Twelve Month			
		Unadjusted percent change Dec. 2017- Dec. 2018	Unadjusted effect on All items Dec. 2017- Dec. 2018 ¹	Standard error median price change ²	Largest (L) or Smallest (S) unadjusted change since ³
Pet food ⁴	1.3	1.3	0.009	0.69	S-Oct-2018 0.6
Purchases of pets, pet supplies, accessories ⁴	0.484	3.3	0.012	1.01	L-Jun-2009 4.1
Sporting goods.....	0.275	6.5	0.012	0.81	L-Apr-2009 2.7
Sports vehicles including bicycles.....	0.203	-2.7	-0.006	1.23	L-Jul-1981 6.6
Sports equipment.....	0.034	-3.8	-0.001	1.05	L-Jun-2018 -2.2
Photographic equipment and supplies.....	2.2	-2.2	-0.005	2.01	L-May-2018 -0.8
Film and photographic supplies ⁴	0.115	4.3	0.005	2.74	L-May-2018 -0.2
Photographic equipment ⁴	0.071	7.7	0.005	1.35	L-Oct-2018 4.6
Recreational reading materials.....	0.044	-0.7	0.000	1.97	L-Oct-2018 8.6
Newspapers and magazines ⁴	0.321	-7.1	-0.025	1.67	S-Mar-2018 -2.0
Recreational books ⁴	0.0251	-9.0	-0.025	0.98	L-Jul-2018 -7.1
Other recreational goods ⁴	0.0251	-9.0	-0.025	1.11	L-Jul-2018 -8.7
Toys.....	0.023	-8.4	0.002	1.57	L-Jul-2018 -8.3
Toys, games, hobbies and playground equipment ⁴	0.036	-2.5	-0.001	2.69	L-Jun-2018 8.5
Sewing machines, fabric and supplies ⁴	0.033	-3.3	-0.018	1.50	S-May-2018 -2.6
Music instruments and accessories ⁴	0.130	1.0	0.001	0.97	L-Oct-2018 -3.3
Education and communication commodities ¹⁰	0.404	-4.6	-0.020	1.91	L-Sep-2018 1.8
Educational books and supplies.....	0.306	-3.0	-0.010	1.65	S-Apr-2018 -0.3
Educational textbooks ⁴	0.025	-3.0	-0.001	1.04	L-Oct-2018 -4.5
Information technology commodities ¹⁰	0.073	-11.2	-0.009	1.41	S-Jul-2016 -11.3
Personal computers and peripheral equipment ⁴	0.603	1.5	0.009	0.29	—
Computer software and accessories ⁴	0.270	1.9	0.005	0.43	L-Jun-2018 1.7
Telephone hardware, calculators, and other consumer information items.....	0.081	-0.3	0.001	0.52	L-Jun-2014 1.9
Alcoholic beverages.....	0.253	1.1	0.003	0.99	L-May-2014 1.3
Beer, ale, and other malt beverages at home.....	0.367	2.2	0.008	1.03	L-Oct-2009 2.4
Distilled spirits at home.....	0.253	1.1	0.003	0.81	L-Oct-2018 1.3
Whiskey at home ⁴	0.367	2.2	0.008	0.32	S-Aug-2018 1.9
Wine at home.....	0.253	1.1	0.003	0.63	S-Oct-2018 2.1
Alcoholic beverages away from home.....	0.367	2.2	0.008	0.58	S-Jul-2018 2.4
Beer, ale, and other malt beverages away from home ⁴	0.367	2.2	0.008	0.77	S-Aug-2018 1.4
Wine away from home ⁴	0.367	2.2	0.008	0.34	—
Distilled spirits away from home ⁴	0.367	2.2	0.008	0.44	—
Other goods ¹⁰	0.659	3.4	0.022	0.43	—
Tobacco and smoking products.....	0.585	3.4	0.020	0.43	—
Cigarettes ⁴	0.060	2.9	0.002	1.18	S-Oct-2018 2.7
Tobacco products other than cigarettes ⁴	0.666	-0.4	-0.003	0.54	L-Oct-2018 -0.4
Personal care products.....	0.379	0.9	0.003	0.81	L-Aug-2018 1.3
Hair, dental, shaving, and miscellaneous personal care products ⁴	0.301	-1.9	-0.006	0.85	L-Oct-2018 -1.1
Cosmetics, perfume, bath, nail preparations and implements.....	0.203	-3.4	-0.021	1.81	S-Oct-2018 -1.7
Miscellaneous personal goods ⁴	59.529	2.9	1.697	0.09	S-Oct-2018 -9.4
Stationery, stationery supplies, gift wrap ⁴	33.078	3.2	1.051	0.10	S-Oct-2018 3.2
Infants' equipment ⁴	32.704	3.2	1.044	0.10	S-Jun-2015 3.5
Services less energy services.....	7.697	3.5	0.272	0.11	S-Jun-2015 3.5
Shelter.....	0.892	0.7	0.007	2.03	L-Aug-2018 2.4
Rent of shelter ¹⁴	0.892	0.7	0.007	2.03	L-Aug-2018 2.4
Rent of primary residence.....	0.892	0.7	0.007	2.03	L-Aug-2018 2.4
Lodging away from home ⁴	0.892	0.7	0.007	2.03	L-Aug-2018 2.4

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2018, 12-month analysis table — Continued
[1982=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2018	Twelve Month			
		Unadjusted percent change Dec. 2017-Dec. 2018	Unadjusted effect on All items Dec. 2017-Dec. 2018	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since ³
					Date
Housing at school, excluding board ¹⁴	0.114	2.5	0.003	0.29	S-Sep-2018
Other lodging away from home including hotels and motels.....	0.768	0.5	0.004	2.37	L-Aug-2018
Owners' equivalent rent of residences ⁴	23.924	3.2	0.766	0.10	S-Feb-2018
Tenants' equivalent rent of primary residence ⁴	22.589	3.2	0.723	0.10	S-Feb-2018
Tenants' equivalent rent of other residence ⁴	0.374	1.9	0.007	0.37	S-Oct-2018
Water and sewer and trash collection services ⁵	1.096	4.5	0.048	0.20	L-Aug-2018
Water and sewerage maintenance.....	0.822	3.6	0.029	0.24	L-Aug-2017
Garbage and trash collection ¹²	0.274	7.1	0.019	0.38	S-Oct-2018
Household operations ¹³	0.873	6.8	0.058	0.99	L-EVER
Domestic services ⁴	0.301	3.9	0.012	0.41	L-May-2018
Gardening and lawn care services ⁴	0.102	3.8	0.004	4.54	L-Sep-2018
Moving, storage, freight expense ⁴	0.105	4.5	0.005	0.61	L-Sep-2018
Repair of household items ⁴	6.932	2.6	0.183	0.32	L-Apr-2017
Medical care services.....	3.243	1.0	0.032	0.38	—
Physician's services.....	1.726	0.6	0.010	0.62	S-Oct-2018
Dental services.....	0.782	2.3	0.018	0.50	L-Oct-2018
Eyeglasses and eye care ⁶	0.317	1.4	0.004	0.78	L-Jul-2018
Services by other medical professionals ⁶	0.418	0.1	0.000	0.86	L-Aug-2018
Hospital and related services.....	2.608	3.6	0.094	0.50	L-Sep-2018
Hospital services ⁵	2.327	3.7	0.084	0.55	L-Sep-2018
Inpatient hospital services ⁵	4.0	2.8	1.65	1.65	L-Oct-2018
Outpatient hospital services ⁵	0.193	4.0	0.007	0.44	L-Jul-2018
Nursing homes and adult day services ¹⁵	0.088	2.5	0.002	1.16	L-Apr-2016
Care of infants and elderly at home ⁷	1.001	5.4	0.057	0.36	L-Dec-2015
Health insurance ⁷	5.990	2.8	0.164	0.25	S-Dec-2015
Transportation services.....	0.647	4.1	0.026	1.20	L-Oct-2018
Leased cars and trucks ¹³	0.119	6.1	0.007	2.67	S-Oct-2018
Car and truck rental ¹³	1.128	2.3	0.026	0.47	S-Oct-2018
Motor vehicle maintenance and repair.....	0.056	3.2	0.002	0.64	—
Motor vehicle body work.....	0.533	3.1	0.020	0.69	S-Oct-2018
Motor vehicle maintenance and servicing.....	0.373	0.8	0.003	0.64	S-Oct-2018
Motor vehicle repair ¹⁴	2.409	4.6	0.108	0.46	S-Sep-2014
Motor vehicle insurance.....	0.542	2.8	0.015	0.35	L-Jan-2016
Motor vehicle lease ⁴	0.280	1.6	0.004	0.43	S-Oct-2018
State motor vehicle registration and license fees ⁴	0.245	4.3	0.010	0.54	L-Dec-2012
Parking and other fees ⁴	1.147	-1.7	-0.019	1.21	L-Sep-2017
Public transportation.....	0.689	-2.6	-0.018	0.63	S-Jun-2018
Airfare fares.....	0.164	-1.5	-0.003	0.94	S-Jul-2018
Other intercity transportation.....	0.277	0.6	0.002	1.21	S-Oct-2018
Intercity bus fare ⁸	3.868	6.4	0.097	3.59	L-Nov-2017
Intercity train fare ⁸	-0.7	-0.7	0.002	2.08	S-Dec-2017
Ship fare ⁸	0.277	0.6	0.002	0.30	L-Sep-2018
Intracity transportation.....	1.5	1.5	0.01	0.81	L-Oct-2018
Intracity mass transit ¹⁰	3.868	2.3	0.097	0.55	—
Recreation services ¹⁰	1.589	1.7	0.027	0.50	L-Apr-2018
Video and audio services ¹⁰	1.501	1.7	0.026	0.51	L-Apr-2018
Cable and satellite television services ¹²	0.088	1.5	0.001	1.69	S-Sep-2018
Video discs and other media, including rental of video ⁹					

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2018, 12-month analysis table — Continued
[1982=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2018	Twelve Month			
		Unadjusted percent change Dec. 2017-Dec. 2018	Unadjusted effect on All items Dec. 2017-Dec. 2018	Standard error, median price change ²	Largest (L) or Smallest (S) unadjusted change since ³
					Date
Video discs and other media ⁹	0.690	2.4	0.016	1.42	S-Sep-2018
Rental of video discs and other media ⁹	0.648	3.7	0.024	1.68	S-Jul-2017
Pet services including veterinary ⁴	0.414	0.9	0.011	0.80	S-Jul-2017
Pet services ⁴		2.7		0.57	S-Sep-2018
Veterinarian services ⁴		3.3		0.60	S-Sep-2018
Photographers and photo processing ⁴	0.039	1.4	0.001	0.65	—
Photographer fees ⁴		1.4		1.05	L-Sep-2016
Photo processing ⁴		-3.2		1.21	L-Oct-2017
Other recreation services ⁴	1.824	2.8	0.051	1.08	S-Oct-2018
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees ⁴		2.4		1.42	S-Oct-2018
Admissions.....		3.7		1.68	L-Jun-2018
Admission to movies, theaters, and concerts ⁴		1.1		1.68	L-Oct-2018
Admission to sporting events ⁴		9.2		3.59	L-Aug-2015
Fees for lessons or instructions ⁴	0.220	1.6	0.003	1.34	S-Jul-2018
Education and communication services ¹⁰	6.042	0.5	0.033	0.24	S-Apr-2018
Tuition, other school fees, and childcare.....	2.914	2.7	0.078	0.20	—
College tuition and fees.....	1.922	2.8	0.044	0.26	—
Elementary and high school tuition and fees.....	0.337	4.4	0.014	0.42	S-Jul-2018
Child care and nursery school ¹¹	0.803	1.9	0.015	0.40	L-Sep-2018
Technical and business school tuition and fees ¹¹	0.032	2.1	0.001	1.02	—
Postage and delivery services ⁴	0.108	2.2	0.002	0.22	S-Mar-2017
Postage.....	0.094	2.0	0.002	0.22	—
Delivery services ⁴	0.014	3.9	0.001	0.99	S-Jul-2017
Telephone services ⁴	2.229	-2.4	-0.056	0.50	S-Feb-2018
Wireless telephone services ⁴	1.660	-3.2	-0.056	0.64	S-Feb-2018
Land-line telephone services ⁴	0.569	0.0	0.000	0.61	S-Oct-2016
Internet services and electronic information providers ⁴	0.783	1.1	0.009	1.21	L-Sep-2016
Other personal services ¹⁰	1.649	4.3	0.069	0.25	—
Personal care services.....	0.628	3.6	0.022	0.36	L-Feb-2016
Haircuts and other personal care services ⁴	0.628	3.6	0.022	0.36	L-Feb-2016
Miscellaneous personal services.....	1.020	4.7	0.047	0.38	S-Oct-2018
Legal services ⁴	0.310	6.4	0.019	0.36	—
Funeral expenses ⁴	0.128	2.1	0.003	0.41	S-Sep-2018
Laundry and dry cleaning services ⁴	0.240	3.6	0.009	0.74	L-Oct-2018
Apparel services other than laundry and dry cleaning ⁴	0.029	4.8	0.001	0.91	L-Jan-2012
Financial services ⁴	0.241	4.9	0.011	1.03	S-Mar-2018
Checking account and other bank services ⁴		6.4		0.96	S-Feb-2018
Tax return preparation and other accounting fees ⁴		6.0		1.14	S-Oct-2018
Special aggregate indexes					
All items less food.....	86.745	2.0	1.699	0.07	S-Jul-2017
All items less shelter.....	66.922	1.3	0.859	0.08	S-Aug-2017
All items less food and shelter.....	53.666	1.2	0.647	0.10	S-Jul-2017
All items less food, shelter, and energy.....	45.987	1.5	0.672	0.11	—
All items less food, shelter, energy, and used cars and trucks.....	43.605	1.5	0.638	0.12	L-Oct-2018
All items less medical care.....	91.355	1.9	1.795	0.07	S-Jul-2017
All items less energy.....	92.321	2.1	1.935	0.07	—
Commodities.....	37.142	0.4	0.167	0.11	S-Jul-2017

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, December 2018, 12-month analysis table — Continued
[1982=84=100, unless otherwise noted]

Expenditure category	Relative importance Nov. 2018	Twelve Month				Largest (L) or Smallest (S) unadjusted change since ³	Date	Percent change
		Unadjusted percent change Dec. 2017- Dec. 2018	Unadjusted effect on All items Dec. 2017- Dec. 2018 ¹	Standard error, median price change ²				
Commodities less food, energy, and used cars and trucks.....	17.154	0.0	-0.008	0.21	L-Feb.2017	0.0		
Commodities less food.....	23.987	-0.2	-0.045	0.17	S-Jun.2017	-0.5		
Commodities less food and beverages.....	22.916	-0.3	-0.062	0.17	S-Jun.2017	-0.6		
Services.....	62.659	2.8	1.743	0.08	L-Aug.2018	2.8		
Services less rent of shelter ^{1,4}	30.154	2.3	0.699	0.13	L-Mar.2018	2.3		
Services less medical care services.....	55.926	2.8	1.560	0.09	—	—		
Durables.....	9.897	0.1	0.008	0.18	S-Oct.2018	-0.1		
Nondurables.....	27.245	0.6	0.158	0.13	S-Jun.2017	0.6		
Nondurables less food.....	13.990	-0.4	-0.053	0.24	S-Sep.2016	-1.0		
Nondurables less food and beverages.....	13.020	-0.5	-0.070	0.25	S-Sep.2016	-1.1		
Nondurables less food, beverages, and apparel.....	9.982	-0.7	-0.068	0.20	S-Sep.2016	-1.5		
Nondurables less food and apparel.....	10.933	-0.5	-0.051	0.18	S-Sep.2016	-1.2		
Housing.....	41.925	3.0	1.237	0.09	L-May.2018	3.0		
Education and communication ⁴	6.576	0.2	0.015	0.22	—	—		
Education ⁴	3.044	2.6	0.080	0.22	L-Sep.2018	2.6		
Communication ⁴	3.532	-1.8	-0.065	0.37	S-Mar.2018	-1.8		
Information and information processing ⁴	3.424	-1.9	-0.067	0.38	S-Mar.2018	-2.0		
Information technology, hardware and services ^{1,6}	1.195	-0.9	-0.011	0.81	L-Sep.2018	-0.5		
Recreation ⁴	5.649	1.2	0.066	0.40	L-Dec.2017	1.5		
Video and audio ⁴	1.815	0.0	-0.001	0.46	L-Apr.2018	0.1		
Pets, pet products and services ⁴	1.015	2.4	0.025	0.40	L-Jun.2012	2.6		
Photography ⁴	0.074	-1.0	-0.001	1.02	L-Apr.2018	-0.7		
Food and beverages.....	14.226	1.6	0.223	0.09	L-Jan.2018	1.6		
Domestically produced farm food.....	6.049	0.4	0.023	0.17	L-Aug.2018	0.4		
Other services.....	11.559	1.7	0.193	0.21	—	—		
Apparel less footwear.....	2.391	-0.1	-0.001	0.97	L-Jul.2018	0.2		
Fuels and utilities.....	4.620	2.1	0.097	0.12	L-Apr.2018	2.2		
Household energy.....	3.524	1.4	0.049	0.15	L-May.2018	1.4		
Medical care.....	8.645	2.0	0.174	0.30	—	—		
Transportation.....	16.725	0.7	0.124	0.12	S-Jun.2017	0.5		
Private transportation.....	15.578	0.9	0.143	0.12	S-Jun.2017	0.7		
New and used motor vehicles ¹	6.966	0.8	0.059	0.21	S-Sep.2018	0.4		
Utilities and public transportation.....	9.302	0.5	0.045	0.16	L-Oct.2018	0.5		
Household furnishings and operations.....	4.226	2.1	0.088	0.36	L-Dec.1995	2.5		
Other goods and services.....	3.197	2.1	0.068	0.21	—	—		
Personal care.....	2.538	1.8	0.046	0.28	—	—		

¹ The "effect" of an item category is a measure of that item's contribution to the All items price change. For example, if the Food index had an effect of 0.40, and the All items index rises 1.2 percent, then the increase in food prices contributed 0.40/1.2, or 33.3 percent, to that All items increase. Said another way, had food prices been unchanged for that year the change in the All items index would have been 1.2 percent minus 0.40, or 0.8 percent. Effects can be negative as well. For example, if the effect of food was a negative 0.1, and the All items index rose 0.5 percent, the All items index actually would have been 0.1 percent higher (or 0.6 percent) had food prices been unchanged. Since food prices fell, while prices overall were rising, the contribution of food to the All items price change was negative (in this case, -0.1/0.5, or minus 20 percent).

² A statistic's margin of error is often expressed as its point estimate plus or minus two standard errors. For example, if the CPI category rose 2.6 percent, its standard error was 0.25 percent, the margin of error on the item's 12-month percent change would be 2.6 percent, plus or minus 0.5 percent.

³ If the current 12-month percent change is greater than the previous published 12-month percent change, then this column identifies the closest prior month with a 12-month percent change as (L)arger or (S)maller than the current 12-month percent change. If the current 12-month percent change is smaller than the previous published 12-month percent change, the most recent month with a change as (S)maller or (S)maller than the current month change is identified. If the current and previous published 12-month percent changes are equal, a dash will appear. Annualized medical component changes are shown with a 2 percent margin of error. Annualized changes are shown with a 0.2 percent margin of error.

⁴ A smaller decline, for example, a -0.2 percent change is larger than a -0.4 percent change, but still represents a decline in the price index. Likewise, (S)maller changes can be increases, for example, a 0.6 percent change is smaller than 0.8 percent, but still represents an increase in the price index. In this context, a -0.2 percent change is considered to be smaller than a 0.0 percent change.

⁵ Indexes on a December 1987=100 base.

⁶ Special indexes based on a substantially smaller sample. These series do not contribute to the all items index aggregation and therefore do not have a relative importance or effect.

⁷ Indexes on a December 2007=100 base.

⁷ Indexes on a December 2005=100 base.
⁸ Indexes on a December 1985=100 base.
⁹ Indexes on a December 1993=100 base.
¹⁰ Indexes on a December 2009=100 base.
¹¹ Indexes on a December 1990=100 base.
¹² Indexes on a December 1983=100 base.
¹³ Indexes on a December 2001=100 base.
¹⁴ Indexes on a December 1982=100 base.
¹⁵ Indexes on a December 1985=100 base.
¹⁶ Indexes on a December 1988=100 base.

CPI Increase Breakdown

Line Item	Revenue			Comments
	Forecasted Change	2019 Forecasted	Impact	
Additional School Revenue 2.799%	\$ 0.0826	801360	\$ 66,192.34	Reflecting the difference in rate from Actual SY 2018/2019 and Forecasted SY 2017/2018. Showing an increase in Revenue of 66K. Increase was based CPI "food away from home" 2.799%.
Additional ECD Revenue based on 104k	\$ 2.7990	104000	\$ 2,910.96	
Total COGS			\$ 69,103.30	

COGS				
Line Item	Forecasted Change	2019 Forecasted Dollars	Impact	Comments
Food Cost	3.00%	\$ 1,141,644.00	\$ 34,249.32	Forecasted Increase of 3%. Compass NAD.
Paper Cost	3.00%	\$ 77,629.00	\$ 2,328.87	Forecasted Increase of 3%. Compass NAD.
Cleaning Supplies	3.00%	\$ 7,051.00	\$ 211.53	Forecasted Increase of 3%. Compass NAD.
Total COGS			\$ 36,578.19	

Payroll & Related				
Line Item	Forecasted Change	2019 Forecasted Dollars	Impact	Comments
Wages - Hourly & Salary	3.25%	\$ 693,592.00	\$ 22,541.74	Merit Increases- Range 3.5% to 3.0%
O/T Wages Food	3.25%	\$ 16,159.00	\$ 525.17	Impacted By Merit Increases
Holiday Pay Direct	3.25%	\$ 12,894.00	\$ 419.06	Impacted By Merit Increases
Sick Pay Direct	3.25%	\$ 11,678.00	\$ 379.54	Impacted By Merit Increases
ECD Fringe -Track separately 26% of Wages	3.25%	\$ 5,948.80	\$ 193.34	Impacted By Merit Increases
Grp Ins Self/Semi-V	4.00%	\$ 90,088.00	\$ 3,603.52	Forecasted Increase of 4%. Compass NAD.
Grp Ins Other Direct	4.00%	\$ (18,156.00)	\$ (726.24)	Forecasted Increase of 4%. Compass NAD.
401k Match Exp	3.25%	\$ 4,485.00	\$ 145.76	Impacted By Merit Increases
Payroll Taxes	3.25%	\$ 96,182.00	\$ 3,125.92	Impacted By Merit Increases
Total Payroll and Related	3%		\$ 30,207.79	

Direct Expenses				
Line Item	Forecasted Change	2019 Forecasted Dollars	Impact	Comments
Insurance Other Gen Liability/Workman's Comp	4.00%	\$ 62,722.00	\$ 2,508.88	Forecasted Increase of 4%. Compass NAD.
Total COGS			\$ 2,508.88	

Other Expenses				
Line Item	Forecasted Change	2019 Forecasted Dollars	Impact	Comments
			\$ -	
Total COGS			\$ -	

Additional Revenue	\$ 69,103.30
Additional Expenses	\$ 69,294.86
Variance	\$ (191.56)



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 9.

File ID: 19-0290

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 03/11/2019

Short Title:

Final Action: 03/20/2019

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

(A) COMPASS GROUP USA, INC. - FOOD SERVICE MANAGEMENT SERVICES FOR CHARTER SCHOOLS.

(B) SHELLEY GARDNER - SPEECH/LANGUAGE PATHOLOGIST.

(C) STRATEGIC PLANNING GROUP, INC. - CHARTER SCHOOL NETWORK.

(D) STRATEGIC PLANNING GROUP, INC. - VOIP TELEPHONE SYSTEM.

(E) PERFORMANCE MATTERS - PERFORMANCE MATTERS SOFTWARE PLATFORM.

***Agenda Date:** 03/20/2019

Agenda Number: 9.

Internal Notes:

Attachments: 1. Contracts Database Report and Contracts Performance Report Cards, 2. Compass Group USA Inc - Food Service Company (ALL BACKUP), 3. Compass Group USA Inc - Food Service Management - First Amendment, 4. Shelley Gardner - School Speech and Language Pathologist (ALL BACKUP), 5. Shelley Gardner - School Speech and Language Pathologist - First Amendment, 6. Strategic Planning Group - Installation and Maintenance Agreement (ALL BACKUP), 7. Strategic Planning Group - Installation and Maintenance Agreement (VoIP Telephone) - (ALL BACKUP), 8. Performance Matters Software Platform - (ALL BACKUP), 9. Performance Matters - Software Platform (Maintenance) - First Amendment

1 City Commission

03/20/2019 approve

Pass

Action Text: A motion was made by Commissioner Siple, seconded by Commissioner Castillo, to approve the Contract Database. However, Commissioner Siple directed that prices be reflected in the title alongside the contracts listed in similar agenda items going forward. The motion carried by the following vote:

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

Nay: - 0

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

(A) COMPASS GROUP USA, INC. - FOOD SERVICE MANAGEMENT SERVICES FOR CHARTER SCHOOLS.

(B) SHELLEY GARDNER - SPEECH/LANGUAGE PATHOLOGIST.

(C) STRATEGIC PLANNING GROUP, INC. - CHARTER SCHOOL NETWORK.

(D) STRATEGIC PLANNING GROUP, INC. - VOIP TELEPHONE SYSTEM.

(E) PERFORMANCE MATTERS - PERFORMANCE MATTERS SOFTWARE PLATFORM.

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 March 2019 Contracts Database Report.

(A) COMPASS GROUP USA, INC. - FOOD SERVICE MANAGEMENT SERVICES FOR CHARTER SCHOOLS

1. On June 6, 2018 the City Commission approved to enter into an agreement with Compass Group USA, Inc. for an initial year beginning on July 1, 2018 and ending on June 30, 2019.
2. Compass Group USA, Inc. provides Food Management Services for the City of Pembroke Pines Charter Schools and Early Development Centers.

3. Section 3.2 of the Original Agreement allows for four (4) additional, one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The City of Pembroke Pines Charter Schools Department and the Early Development Centers recommend that the City renew this Agreement for the first one (1) year renewal term, commencing on July 1, 2019 and expiring on June 30, 2020, as allowed by the agreement.

(B) SHELLEY GARDNER - SPEECH/LANGUAGE PATHOLOGIST

1. The School Board of Broward County requires all schools to provide speech/language pathology services to students, therefore on November 29, 2017 the City Commission approved to enter into an agreement with Shelley Gardner, MS/CC-SLP for an initial period commencing on December 5, 2017, and ending on June 30, 2019.
2. The City of Pembroke Pines contracts Shelley Gardner, MS/CC-SLP to perform and provide speech/language pathology services for the City's Charter Schools, including but not limited to evaluation of students, consultation with parents and staff, preparing written reports to the City, or other services which may otherwise be required.
3. Pursuant to section 3.1 of the Original Agreement, the Agreement may be renewed for three (3) additional two (2) year terms.
4. The City of Pembroke Pines Charter Schools Department recommends that the City renew this Agreement for the first renewal term, commencing on July 1, 2019 and expiring on June 30, 2021, as allowed by the agreement.

(C) STRATEGIC PLANNING GROUP, INC. - CHARTER SCHOOL NETWORK

1. On June 30, 2014, the City entered into a service Agreement with Adcap Network Systems, Inc. "ADCAP" for an initial five (5) year period to expire on June 29, 2019.
2. The City contracted with Adcap Network Systems to provide converged voice and data solutions per RFP # TS-14-04 Charter School Network Infrastructure Refresh.
3. On March 1, 2016 the Parties executed the First Amendment to the Original Agreement to recognize that as of October 15, 2015 ADCAP was acquired by Strategic Planning Group, Inc.
4. The agreement is in its final term and does not provide for renewals. Items that were part of this project will be covered by annual Cisco SmartNet support and maintenance.

(D) STRATEGIC PLANNING GROUP, INC. - VOIP TELEPHONE SYSTEM.

1. On June 30, 2014, the City entered into an Agreement with Adcap Network Systems, Inc.

“ADCAP” for an initial five (5) year period to expire on June 29, 2019.

2. The City contracted Adcap Network Systems, Inc. to provide converged voice and data solutions per RFP # TS-14-02 VoIP Telephone System Phase I.
3. On March 1, 2016 the Parties executed the First Amendment to the Original Agreement to recognize that as of October 15, 2015 ADCAP was acquired by Strategic Planning Group, Inc.
4. The agreement is in its final term and does not provide for renewals. Items that were part of this project will be covered by annual Cisco SmartNet support and maintenance.

(E) PERFORMANCE MATTERS - PERFORMANCE MATTERS SOFTWARE PLATFORM.

1. On February 15, 2017, the City Commission approved to enter into an agreement with Performance Matters, LLC. for a three (3) year period beginning on July 1, 2016 and ending on June 30, 2019.
2. The Charter Schools contract Performance Matters, LLC to provide and maintain a software platform specialized in student assessment systems in math, reading, science and social studies, and provide analytic tools to allow educators to make data-driven decisions to improve student learning outcomes.
3. Pursuant to the Terms on the Original Agreement, it could be renewed for additional three (3) year terms, if agreed upon in a writing signed by the parties.
4. The Charter Schools Department recommends the renewal of the Original Agreement for first three (3) year term commencing July 1, 2019 and terminating on June 30, 2022, as allowed by the agreement.

...Financial Impact

FINANCIAL IMPACT DETAIL:

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



CERTIFICATE OF PROPERTY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
05/10/2019

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

PRODUCER Willis of North Carolina, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME:	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
	PRODUCER CUSTOMER ID:	
INSURED Compass Group USA, Inc. d/b/a Chartwells Dining Services 2400 Yorkmont Road Charlotte, NC 28217	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	NAIC # 22667
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** W11216306**REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

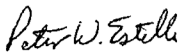
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY				BUILDING	\$
	<input type="checkbox"/> CAUSES OF LOSS	<input type="checkbox"/> DEDUCTIBLES			PERSONAL PROPERTY	\$
	<input type="checkbox"/> BASIC	<input type="checkbox"/> BUILDING			BUSINESS INCOME	\$
	<input type="checkbox"/> BROAD	<input type="checkbox"/> CONTENTS			EXTRA EXPENSE	\$
	<input type="checkbox"/> SPECIAL				RENTAL VALUE	\$
	<input type="checkbox"/> EARTHQUAKE				BLANKET BUILDING	\$
	<input type="checkbox"/> WIND				BLANKET PERS PROP	\$
	<input type="checkbox"/> FLOOD				BLANKET BLDG & PP	\$
						\$
						\$
	<input type="checkbox"/> INLAND MARINE	TYPE OF POLICY				\$
	<input type="checkbox"/> CAUSES OF LOSS					\$
	<input type="checkbox"/> NAMED PERILS	POLICY NUMBER				\$
						\$
A	<input checked="" type="checkbox"/> CRIME	G2364227A010	09/30/2018	09/30/2019	<input checked="" type="checkbox"/> Crime	\$ 1,000,000
	TYPE OF POLICY				<input checked="" type="checkbox"/> Employee Dishonesty	\$ 1,000,000
	Crime				<input checked="" type="checkbox"/> Third Party Crime	\$ 1,000,000
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
						\$
						\$
						\$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage includes Employee Dishonesty and Third Party Crime as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

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

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CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 5

DATE (MM/DD/YYYY)

05/10/2019

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

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

PRODUCER Willis of North Carolina, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED Compass Group USA, Inc. d/b/a Chartwells Dining Services 2400 Yorkmont Road Charlotte, NC 28217 USA	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: National Union Fire Insurance Company of P</td><td>19445</td></tr><tr><td>INSURER B: ACE Property & Casualty Insurance Company</td><td>20699</td></tr><tr><td>INSURER C: New Hampshire Insurance Company</td><td>23841</td></tr><tr><td>INSURER D: National Fire & Marine Insurance Company</td><td>20079</td></tr><tr><td>INSURER E: Lloyd's Syndicate 2623 (Beazley Furlong Li</td><td>C2166</td></tr><tr><td>INSURER F: American Home Assurance Company</td><td>19380</td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Insurance Company of P	19445	INSURER B: ACE Property & Casualty Insurance Company	20699	INSURER C: New Hampshire Insurance Company	23841	INSURER D: National Fire & Marine Insurance Company	20079	INSURER E: Lloyd's Syndicate 2623 (Beazley Furlong Li	C2166	INSURER F: American Home Assurance Company	19380
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D: National Fire & Marine Insurance Company	20079														
INSURER E: Lloyd's Syndicate 2623 (Beazley Furlong Li	C2166														
INSURER F: American Home Assurance Company	19380														

COVERAGES

CERTIFICATE NUMBER: W11216302

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		GL 5425724	09/30/2018	09/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY Self Ins. Phy <input checked="" type="checkbox"/> Damage <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA 9581320	09/30/2018	09/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			XOO G27738631 004	09/30/2018	09/30/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WC 031467819	09/30/2018	09/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Liquor Liability			GL 5425720	09/30/2018	09/30/2019	Each Common Cause \$1,000,000 Aggregate \$10,000,000

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

This Voids and Replaces Previously Issued Certificate Dated 09/21/2018 WITH ID: W7670705.

\$1,000,000 SIR applies as respect to General Liability per terms and conditions of this policy.

The umbrella policy follows the primary insurance coverage captioned above subject to the policy terms and SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION**

The City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

Page 2 of 5

AGENCY Willis of North Carolina, Inc.		NAMED INSURED Compass Group USA, Inc. d/b/a Chartwells Dining Services 2400 Yorkmont Road Charlotte, NC 28217 USA	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

conditions.

Workers Compensation Policy #WC 031467819 Covers States of

AL,AR,CO,CT,DC,DE,GA,HI,IA,ID,IN,KS,LA,MD,MI,MN,MO,MS,MT,NE,NM,NV,OK,OR,RI,SC,SD,TN,TX,WV.

\$1,000,000 SIR applies as respect to Liquor Liability per terms and conditions of this policy.

Pembroke Pines Charter Schools is included as Additional Insureds as respects tso General Liability as required by written contract.

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh

NAIC#: 19445

POLICY NUMBER: CA 9581320 EFF DATE: 09/30/2018 EXP DATE: 09/30/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Garagekeepers	Limit	\$2,000,000

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh

NAIC#: 19445

POLICY NUMBER: CA 9581321 EFF DATE: 09/30/2018 EXP DATE: 09/30/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Automobile Liability - MA	Combined Single Limit	\$2,000,000
Any Auto		
Self-Ins. Phy Damage		

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh

NAIC#: 19445

POLICY NUMBER: CA 9581323 EFF DATE: 09/30/2018 EXP DATE: 09/30/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Automobile Liability - VA	Combined Single Limit	\$2,000,000
Any Auto		
Self-Ins. Phy Damage		



ADDITIONAL REMARKS SCHEDULE

Page 3 of 5

AGENCY Willis of North Carolina, Inc.		NAMED INSURED Compass Group USA, Inc. d/b/a Chartwells Dining Services 2400 Yorkmont Road Charlotte, NC 28217 USA	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: National Fire & Marine Insurance Company NAIC#: 20079
 POLICY NUMBER: 42-XSF-302909-03 EFF DATE: 09/30/2018 EXP DATE: 09/30/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Business Auto Liability Any Auto	Combined Single Limit	\$3,000,000

INSURER AFFORDING COVERAGE: Lloyd's Syndicate 2623 (Beazley Furlong Limited) NAIC#: C2166
 POLICY NUMBER: W2678B190101 EFF DATE: 03/02/2019 EXP DATE: 03/02/2020

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Sexual Misconduct Liability	Limit	\$5,000,000

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841
 POLICY NUMBER: WC 031467826 EFF DATE: 09/30/2018 EXP DATE: 09/30/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation/ Employers Liability WC - Per Statute	E.L. Each Accident E.L. Disease-Pol Lim E.L. Disease Each Emp	\$2,000,000 \$2,000,000 \$2,000,000

ADDITIONAL REMARKS:

Policy Covers States of: AK, AZ, IL, KY, NC, NH, NJ, PA, UT, VA, VT

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841
 POLICY NUMBER: WC 031467821 EFF DATE: 09/30/2018 EXP DATE: 09/30/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation/ Employers Liability WC - Per Statute	E.L. Each Accident E.L. Disease-Pol Lim E.L. Disease Each Emp	\$2,000,000 \$2,000,000 \$2,000,000

ADDITIONAL REMARKS:

Policy Covers States of: MA, WI, Stop Gap Coverage: ND, OH, WA, WY.



ADDITIONAL REMARKS SCHEDULE

Page 4 of 5

AGENCY Willis of North Carolina, Inc.		NAMED INSURED Compass Group USA, Inc. d/b/a Chartwells Dining Services 2400 Yorkmont Road Charlotte, NC 28217 USA	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: American Home Assurance Company

NAIC#: 19380

POLICY NUMBER: WC 031467825 EFF DATE: 09/30/2018 EXP DATE: 09/30/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Workers Compensation/	E.L. Each Accident	\$2,000,000
Employers Liability	E.L. Disease-Pol Lim	\$2,000,000
WC - Per Statute	E.L. Disease Each Emp	\$2,000,000

ADDITIONAL REMARKS:

Policy Covers State of CA

INSURER AFFORDING COVERAGE: Illinois National Insurance Company

NAIC#: 23817

POLICY NUMBER: WC 031467820 EFF DATE: 09/30/2018 EXP DATE: 09/30/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation/	E.L. Each Accident	\$2,000,000
Employers Liability	E.L. Disease-Pol Lim	\$2,000,000
WC - Per Statute	E.L. Disease Each Emp	\$2,000,000

ADDITIONAL REMARKS:

Policy Covers State of FL

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company

NAIC#: 23841

POLICY NUMBER: WC 031467822 EFF DATE: 09/30/2018 EXP DATE: 09/30/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation/	E.L. Each Accident	\$2,000,000
Employers Liability	E.L. Disease-Pol Lim	\$2,000,000
WC - Per Statute	E.L. Disease Each Emp	\$2,000,000

ADDITIONAL REMARKS:

Policy Covers State of ME



ADDITIONAL REMARKS SCHEDULE

Page 5 of 5

AGENCY Willis of North Carolina, Inc.		NAMED INSURED Compass Group USA, Inc. d/b/a Chartwells Dining Services 2400 Yorkmont Road Charlotte, NC 28217 USA	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh
 POLICY NUMBER: XWC 4595617 EFF DATE: 09/30/2018 EXP DATE: 09/30/2019

NAIC#: 19445

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Employers Liability	Each Accident	\$2,000,000
	Each Employee	\$2,000,000

ADDITIONAL REMARKS:

Excess Workers Compensation for OH

INSURER AFFORDING COVERAGE: Lloyds Syndicate 0386
 POLICY NUMBER: B0801 28401P18 EFF DATE: 09/30/2018 EXP DATE: 09/30/2019

NAIC#: B0568

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability/Cyber Net	Each Claim	\$1,000,000
Security	Aggregate	\$1,000,000

INSURER AFFORDING COVERAGE: AIU Insurance Company
 POLICY NUMBER: WC 031467827 EFF DATE: 09/30/2018 EXP DATE: 09/30/2019

NAIC#: 19399

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation/	E.L. Each Accident	\$2,000,000
Employers Liability	E.L. Disease-Pol Lim	\$2,000,000
WC - Per Statute	E.L. Disease Each Emp	\$2,000,000

ADDITIONAL REMARKS:

Policy Covers State of NY

CONTINUATION CERTIFICATE

The Travelers Casualty and Surety Company of America (hereinafter called the Surety) hereby continues in force its Bond No. 106883869 in the sum of Two Hundred Forty Four Thousand Three Hundred Sixty Seven Dollars and 00/100 (\$244,367.00) Dollars, on behalf of Compass Group USA, Inc. by and through its Chartwells Dining Division in favor of The City of Pembroke Pines subject to all the conditions and terms thereof through June 30, 2020 at location of risk.

This Continuation is executed upon the express condition that the Surety's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Surety has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 11 day of April, 2019.

Travelers Casualty and Surety Company of America
Surety

By: 
Holly Hartmann, Attorney-in-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Holly Hartmann** of **CHARLOTTE**

North Carolina, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **11th**

day of **April**

2019



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



AGREEMENT

THIS IS AN AGREEMENT, dated the 13th day of June, 2018, by and between:

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

and

COMPASS GROUP USA, INC., BY AND THROUGH ITS CHARTWELLS DIVISION, a Company, authorized to do business in the State of Florida, with a business address of **2 International Drive, Rye Brook, NY 10573** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

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

ARTICLE 1 PREAMBLE

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **April 10, 2018**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to **provide meal services for the Pembroke Pines Charter School System and Early Development Centers** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

ED-17-05

Food Service Management Company (FSMC) – Charter School (NSLP) & EDC Programs

1.2 On **May 1, 2018**, the sole proposal from Compass Group USA, Inc, by and through its Chartwells Division was opened at the offices of the City Clerk.

1.3 On **June 6, 2018**, the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.



1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for the **National School Lunch, School Breakfast, and or Summer Food Service Programs for the Pembroke Pines Charter School System meal service along with the meal service for the City's Early Development Centers**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, **"RFP # ED-17-05 Food Service Management Company (FSMC) – Charter School (NSLP) & EDC Programs"**, attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 The CITY shall be responsible for contracting with any commercial facility for the processing or repackaging USDA Foods. The CONTRACTOR shall pay all related processing fees and costs. The CITY shall not be responsible for any costs associated with processing USDA Foods. Although CONTRACTOR may procure processed end products on behalf of the CITY, the CONTRACTOR itself shall not enter into any processing agreements with a processor, nor shall the CONTRACTOR enter into any subcontracts for further processing of USDA Foods. If the CONTRACTOR procures processed end products on behalf of the CITY, the CONTRACTOR will comply with the provisions of the CITY processing agreement(s) and the requirements in subpart C of 7 C.F.R. 250. The CONTRACTOR is required to procure end products from a processor using inventories of USDA donated commodities.

2.3 CONTRACTOR shall comply with the Procurement of Recovered Materials requirements as provided in 2 C.F.R. § 200.322 and shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding's fiscal year exceeding \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2.4 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.



2.5 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the CONTRACTOR'S expense.

2.6 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the work, including the **National School Lunch, School Breakfast, and or Summer Food Service Programs for the Pembroke Pines Charter School System meal service along with the meal service for the City's Early Development Centers**, as more specifically described in **Exhibit A**.

2.7 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.8 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.9 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

ARTICLE 3

TERM AND TERMINATION

3.1 CONTRACTOR shall perform the services associated with the Contract as identified in **Exhibit "A"** attached hereto and made part hereof, for an initial **one (1) year period** commencing on **July 1, 2018** and ending on **June 30, 2019**.

3.2 This Agreement may be renewed for **four (4) additional one (1) year terms** upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof. The only rates and fees that may be renegotiated in subsequent years of this contract are the fixed rates and fixed fees contained herein. Before any fixed rate or fee increases can be implemented as part of the contract renewal agreement, the FSMC shall document to the School Food Authority (SFA), through a written financial analysis, the need for such increases. Renegotiation of all fixed rates and fees in subsequent years of the contract must not exceed the ***Consumer Price Index for Urban Consumers – Food Away From Home annualized rate for December*** of the current school year. Individual per meal fixed rate and applicable fixed fee increases cannot exceed *the Consumer Price Index for Urban*



Consumers – Food Away From Home as stated above. Percentage increases cannot be applied to any previous year's total estimated or actual contract cost.

3.3 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon thirty (30) business days of written notice by the terminating party to the other party for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.4 *Default by CONTRACTOR:* In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 The CITY hereby agrees to compensate CONTRACTOR for all services performed by CONTRACTOR pursuant to the provisions of this Agreement.

4.2 **Charter School Fixed Meal Prices for Reimbursable Meals and Meal Equivalents.** CONTRACTOR shall be paid a Fixed Meal Price (FMP) for each Reimbursable Meal and Meal Equivalent provided by the CONTRACTOR. CONTRACTOR shall charge the CITY a Fixed Meal Price of **\$2.95** per meal or meal equivalent served. A meal or meal equivalent shall be calculated as follows:

- A lunch equivalent includes student reimbursable lunches and full-paid adult lunches, counted as one meal equivalent for each lunch served.
- A breakfast equivalent includes student reimbursable breakfasts and full-paid adult breakfasts, counted as (.50) meal equivalents for each breakfast served.
- An afterschool snack includes student reimbursable snacks, counted as (0.25) meal equivalents.
- A la carte food sales are converted to meal equivalents by dividing the total dollars of a la carte sales by three dollars (3.00).

4.3 **Early Development Center (EDC) Meal Prices.** CONTRACTOR shall be paid a Fixed Meal Price (FMP) for each Meal provided by the CONTRACTOR. CONTRACTOR shall charge the CITY a Fixed Meal Price of:

- **\$2.50 per EDC Regular Lunch.**
- **\$2.75 per EDC Camp Lunch.**



4.4 The CITY shall within fifteen (15) days from the date the CITY receives the invoice, pay the CONTRACTOR the amount approved by the CITY. Reconciliation shall be made for any overpayment or underpayment on the invoice for the next accounting period.

4.5 The FSMC must subtract from the SFA's monthly bill/invoice the value of all USDA foods received. Credit issued by the FSMC to the SFA for USDA-commodity receipts shall be recorded on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled.

4.6 The FSMC shall submit separate billing for special functions conducted outside of the nonprofit school food service account.

4.7 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, within Florida Statutes.

4.8 If, upon termination of the agreement, there remains USDA donated commodities that have not been used but have been credited to the CITY, then CITY shall cause the subsequent food service management company to pay to CONTRACTOR the credited value of such commodities. If this is not possible the CITY shall pay CONTRACTOR for the credited value of the commodities received; or, upon approval of the Florida Department of Agriculture and Consumer Services, Division of Food Distribution, CONTRACTOR may transfer the commodities to an alternative, approved NSLP client within the state.

ARTICLE 5

CHANGES IN SCOPE OF WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in Exhibit "A," to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6

PAYMENT & PERFORMANCE BOND

6.1 Within fifteen (15) calendar days after Notice of Award and in any event prior to commencing work, the Contractor shall execute and furnish to City a payment and performance bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify,



the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

6.2 Two (2) separate bonds are required and both must be approved by the City. **The penal sum stated in each bond shall be 10% of the annual projected contract value, not including contingency.** The performance bond shall be conditioned that the Contractor performs the contract in the time and manner prescribed in the contract. The payment bond shall be conditioned that the Contractor promptly make payments to all persons who supply the Contractor with labor, materials and supplies used directly or indirectly by the Contractor in the prosecution of the work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of said Contract which the City may be required to make under the law.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid payment and performance bonds in the public records of Broward County, with the Contractor to pay all recording costs.

ARTICLE 7

INDEMNIFICATION

7.1 The CONTRACTOR 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 the CONTRACTOR's acts, errors, or omissions or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

7.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

7.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.



7.4 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 8

INSURANCE

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

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

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

8.4 Policies shall be endorsed to provide the CITY sixty (60) days notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY sixty (60) days notice of cancellation.

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



CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

8.6 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

8.7 REQUIRED INSURANCE

8.7.1 Comprehensive General Liability Insurance including, but not limited to: coverage for premises & operations, personal & advertising injury, products & completed operations, Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent contractors. Coverage shall include food contamination and food borne illness. Coverage must be written on an occurrence basis, with limits of liability no less than:

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

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

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. City's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

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

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

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



CONTRACTOR, written on CONTRACTOR letterhead. Coverage shall be included for injuries or claims under the USL&H or Jones Act, when applicable.

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

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

8.7.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract.

8.7.5 Environmental/Pollution Liability shall be required with a limit of no less than \$1,000,000 per wrongful act whenever work under this Agreement involves potential losses caused by pollution conditions. Coverage shall include: Contractor's completed operations as well as sudden and gradual pollution conditions. If coverage is written on a claims-made basis, coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

8.7.6 Cyber Liability including Network Security and Privacy Liability when applicable, with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

8.7.7 Crime Coverage when applicable, shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If Contractor is physically located on the City's premises, a third-party fidelity coverage extension shall apply.



8.7.8 Commercial Property Insurance written on a Covered Cause of Loss-Special Form covering CITY property to be used and maintained by CONTRACTOR as part of this agreement. The CITY shall be named as loss payee as respects CITY property.

CONTRACTOR shall also maintain coverage for Food Spoilage and Contamination.

8.7.9 Sexual Abuse may not be excluded from any policy.

8.8 REQUIRED ENDORSEMENTS

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

8.8.2 Waiver of all Rights of Subrogation against the CITY

8.8.3 60 Day Notice of Cancellation or Non-Renewal to the CITY

8.8.4 CONTRACTORS' policies shall be Primary & Non-Contributory

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

8.8.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

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

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

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

ARTICLE 9

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

9.1 During the performance of the Agreement, neither CONTRACTOR nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or



disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 10

INDEPENDENT CONTRACTOR

10.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 11

UNCONTROLLABLE FORCES

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

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



circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 12
AGREEMENT SUBJECT TO FUNDING

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

ARTICLE 13
VENUE

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

ARTICLE 14
SIGNATORY AUTHORITY

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

ARTICLE 15
MERGER; AMENDMENT

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

ARTICLE 16
DEFAULT OF CONTRACT & REMEDIES

16.1.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

16.1.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated



damages, and not as penalty, FIVE HUNDRED DOLLARS (\$500.00) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

16.1.3 Correction of Work. If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

16.2 Default of Contract. The occurrence of any one or more of the following events (including but not limited to) shall constitute a default and breach of this Agreement by CONTRACTOR:

16.2.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

16.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

16.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

16.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

16.2.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.



- 16.3 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, default, or any other breach of this Agreement and direct him/her/it to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement, provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

16.3.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR has the CONTRACTOR continued to perform the services under the Agreement.

16.3.2. If such Surety fails to perform, the CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

16.3.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

ARTICLE 17

BANKRUPTCY

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

ARTICLE 18

DISPUTE RESOLUTION

18.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American



Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

18.2 Operations During Dispute.

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

18.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

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

ARTICLE 19 **PUBLIC RECORDS**

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

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

19.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

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



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

19.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in Article 16.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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 33026
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 20
MISCELLANEOUS**

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

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

20.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.



20.4 **Non-Compete.** CONTRACTOR'S employees performing Services or administrative work at the Premises shall be subject to the rules and regulations established by the CITY as reasonable and necessary for its operations. Neither Party shall during the Term of this Agreement or for one year thereafter solicit to hire, hire or contract with either Party's employees who managed any Services or any other highly compensated employee, or any persons who were so employed, whether at the premises or another facility operated by the other ("Supervisory Employee") during the year prior to the expiration or termination of this Agreement, nor will the CITY permit supervisory employees of CONTRACTOR to be employed on the CITY'S Premises, for a period of one year subsequent to the termination or expiration of this Agreement (unless such employees were formerly employees of the CITY) whether as an individual or as owner, partner, majority stockholder, director, officer or employee of a food service provider ("One-year Non-solicitation"). In the event of any breach of such One-year Non-solicitation, the breaching Party shall pay and the injured Party shall accept an amount equal to twice the annual salary of the relevant Employee as liquidated damages.

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

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

CITY Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way
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

Contractor Belinda Oakley, CEO, Chartwells K12
Compass Group USA, Inc., by and through its Chartwells Division
2 International Drive



Rye Brook, NY 10573

E-mail: Belinda.Oakley@compass-usa.com

Telephone No: 914-935-5300

Facsimile No: 914-935-5550

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

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

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

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

20.11 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.

20.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

20.13 **Disputes.** The venue for resolution of any claim, objection, or dispute arising out of the terms of this Agreement shall be in Broward County.

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

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



20.16 **Counterparts and Execution.** This Agreement may be executed 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.

20.17 **Compliance with Statutes.** It shall be the CONTRACTOR'S responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable; **specifically the Jessica Lunsford Act – Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or contractors with a Florida public school or district.**

20.18 **Additional Background Screening Requirements.** In addition, to any other background screening requirements that may be required in this Agreement and/or by statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies, the CONTRACTOR shall ensure that all employees that are providing services to the CITY, shall complete and pass a **Level II background check.**

**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.

CITY:

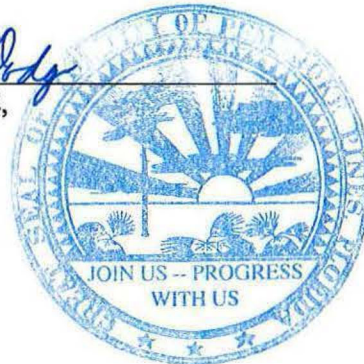
CITY OF PEMBROKE PINES, FLORIDA

ATTEST:



MARLENE D. GRAHAM, CITY CLERK
CITY MANAGER

By: 
CHARLES F. DODGE,

6/13/18

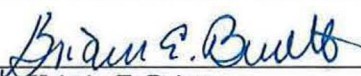


APPROVED AS TO FORM:


OFFICE OF THE CITY ATTORNEY

CONTRACTOR:


COMPASS GROUP USA, INC., BY AND THROUGH ITS CHARTWELLS DIVISION

By: 
Name: Kristin E. Briotte
Title: Assistant Secretary

STATE OF NEW YORK)
COUNTY OF WESTCHESTER)

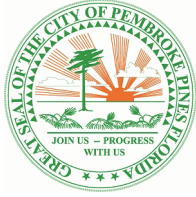
BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Kristin E. Briotte as Assistant Secretary of **Compass Group USA, Inc.**, by and through its **Chartwells Division**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **Compass Group USA, Inc.**, by and through its **Chartwells Division** 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 June, 2018.


NOTARY PUBLIC

Lissette C. Robinson
(Name of Notary Typed, Printed or Stamped)

Lissette C. Robinson
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RO6359993
Qualified in Rockland County
My Commission Expires 6/12/2021



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 10.

File ID: 18-0487

Type: Bid

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 05/14/2018

Short Title: Award of ED-17-05 - Food Service Management
Company (FSMC) - Charter School (NSLP) & EDC
Programs

Final Action: 06/06/2018

Title: MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE
EVALUATION COMMITTEE AND TO AWARD ED-17-05 "FOOD SERVICE
MANAGEMENT COMPANY (FSMC) - CHARTER SCHOOL (NSLP) & EDC
PROGRAMS" TO COMPASS GROUP USA, INC. BY AND THROUGH ITS
CHARTWELLS FOOD SERVICES DIVISION FOR AN INITIAL ONE YEAR
PERIOD BEGINNING JULY 1, 2018.

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

Agenda Number: 10.

Internal Notes:

Attachments: 1. Draft Agreement, 2. 2018-05-07 Meeting Minutes, Summary Rankings, and Score Sheets, 3.
ED-17-05 - Bid Tab, 4. Submittal by Compass Group USA, Inc. - Chartwells, 5. ED-17-05 - Food
Service Management Company

1	City Commission	06/06/2018	approve	Pass
Action Text: A motion was made to approve on the Consent Agenda				
Aye: - 5 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz, Commissioner Siple, and Vice Mayor Good Jr.				
Nay: - 0				

MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION COMMITTEE AND TO AWARD ED-17-05 "FOOD SERVICE MANAGEMENT COMPANY (FSMC) - CHARTER SCHOOL (NSLP) & EDC PROGRAMS" TO COMPASS GROUP USA, INC. BY AND THROUGH ITS CHARTWELLS FOOD SERVICES DIVISION FOR AN INITIAL ONE YEAR PERIOD BEGINNING JULY 1, 2018.

SUMMARY EXPLANATION AND BACKGROUND:

1. On April 4, 2018, the City Commission authorized the advertisement of ED-17-05 "Food Service Management Company (FSMC) - Charter School (NSLP) & EDC Programs", which was advertised on April 10, 2018.
2. The purpose of this solicitation was to provide Food Management Services for the City of Pembroke Pines Charter Schools and Early Development Centers at guaranteed fixed prices.
3. On May 1, 2018, the City opened the sole proposal from Chartwells Food Services:

Description	Estimated Annual Qty. of Meal Equivalents*	Price Per Meal Equivalent	Total Estimated Annual Cost
Charter Schools	796,352.30	\$ 2.95	\$ 2,349,239.29
EDC - Regular Lunch	40,461	\$ 2.50	\$ 101,152.50
EDC - Camp Lunch	1,679	\$ 2.75	\$ 4,617.25
			\$ 2,455,009.04

* Please note that the estimated annual quantity of meal equivalents shown above, and used in the bid package, is based on the actual meal equivalents from the Charter School's 2016-17 FY (July 2016 through June 2017). However, the total meal equivalents may fluctuate each year due to various factors, including student participation, Hurricane Days, enrollment, etc.

4. On May 7, 2018, the City convened an evaluation committee to evaluate the qualifications of the sole bidder based on the weighted criteria provided for in the RFP documents and listed below:

- Per Meal Charge (25%)
- Company Experience (10%)
- On-Site Staff Experience (10%)
- Corporate Staff Experience (5%)
- Menus and Food Specifications (20%)
- Marketing Strategy (5%)
- Narrative on Compliance with Federal Regulations (10%)
- Advisory Board (5%)
- Emergency Plan (10%)

5. At the May 7, 2018 meeting, the evaluation committee scored and ranked the sole bidder and based on the scoring results, the evaluation committee unanimously approved a motion to recommend the City Commission to award ED-17-05 "Food Service Management Company (FSMC) - Charter School (NSLP) & EDC Programs" to the first ranked vendor, Chartwells

Food Services.

6. Chartwells Food Services has also completed the Equal Benefits Certification Form and has stated that the "Contractor currently complies with the requirements of this section."

7. The agreement is for an initial one year period which would commence on July 1, 2018 or upon written acceptance of the Contract, whichever occurs last, through June 30, 2019 with options to renew yearly, not to exceed four (4) additional years.

8. In addition, Chartwells Food Services has also provided an optional investment package for consideration. The City Manager and Administration will explore this option with Chartwells:

A) INVESTMENT PACKAGE

Chartwells is pleased to offer an investment package of \$125,000 at no cost to Pembroke Pines for enhancements that will directly impact satisfaction and increase participation. Chartwells proposes these or other mutually agreed upon improvements:

- Creating a fresh ambiance to the cafes with vibrant artwork, eye-catching signage and custom-selected paint colors as needed.
- A new high school mobile kiosk that will provide flexibility in serving options and locations throughout campus, which will be equipped with its own POS system for efficiency.
- A complete renovation of West Elementary to transform the space into a modern, fun, vibrant environment while increasing participation and speed of service.
- Addition of middle school register stations with areas for retail merchandising space to display a la carte items while maintaining space for fruits in order to complete reimbursable meals.
- Implementation of Chartwells' new interactive dining concept, Student Choice, where students vote for the dining concept they want to have featured in their cafeterias
- Increased usage of cutting-edge technology solutions including Webtrition, Nutrislice and Cafe Chat
- Expanding on-site live, hands-on demonstrations and education opportunities via Discovery Kitchen

9. Request Commission to approve the findings and recommendation of the Evaluation Committee and to award ED-17-05 "Food Service Management Company (FSMC) - Charter School (NSLP) & EDC Programs" to Compass Group, USA . by and through its Chartwells Food Services Division for an initial one year period beginning July 1, 2018.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: The total estimated annual cost of is \$2,455,009.04, based on the actual meal equivalents from the Charter School's 2016-17 FY. Please note that the total meal equivalents may fluctuate each year due to various factors, including student participation, Hurricane Days, enrollment, etc. Pursuant to Section 1.3.18.9 of the RFP, the Food service program shall be operated on a breakeven situation. In the event there is a deficit such that costs exceed income, contractor shall guarantee that the City of Pembroke Pines will have no out of pocket

costs.

b) Amount budgeted for this item in Account No: The appropriate amounts will be included in the 2018-19 Proposed Pembroke Pines Charter School Budget in the following accounts:

170-569-5051-550-31310-7600-310
 170-569-5051-551-31310-7600-310
 170-569-5051-552-31310-7600-310
 171-569-5052-553-31310-7600-310
 171-569-5052-554-31310-7600-310
 172-569-5053-31310-7600-310
 173-569-5061-31310-7600-310

Funds are budgeted in the following for the City's Early Development Program:

1-569-5002-203-52701
 1-569-5002-205-52701
 1-569-5002-208-52701
 1-569-5002-209-52701

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

d) 5 year projection of the operational cost of the project: In regards to the Charter Schools, the Contract with Chartwells to provide food service is directly related to the revenue the City receives from the Federal Government for the National School Lunch Program. The revenues and the expenditures are all based on a "per meal" basis. Below is the total cost to operational cost for the food service inclusive of overhead operating expenditures. The net result is a proposed profit of \$276,735 in food service that the Charter Schools utilize to offset other indirect costs to operate the food service program such as utilities, administration, and janitorial services. The total expenditure below of \$2,497,076 is inclusive of the estimated cost of the Chartwells contract and represents the initial year of the contract. The remaining expenses are related to other operational costs to run food service. The agreement is for an initial one year period which would commence on July 1, 2018 or upon written acceptance of the Contract, whichever occurs last, through June 30, 2019 with options to renew yearly, not to exceed four (4) additional years.

Estimated	Year 1	Year 2	Year 3	Year 4	Year 5
Revenues	\$ 2,773,811	\$0	\$0	\$0	\$0
Expenditures	(\$2,497,076)	\$0	\$0	\$0	\$0
Profit (Cost)	\$276,735	\$0	\$0	\$0	\$0

In regards to the Early Development Centers, the Contract with Chartwells to provide food service is directly related to the revenue the City receives from parents, based on a "per meal" basis. The profit of \$10,535 is used to offset other operating expenses, such as snacks for students/campers.

Estimated	Year 1	Year 2	Year 3	Year 4	Year 5
Revenues	\$116,304.75	\$0	\$0	\$0	\$0
Expenditures	(\$105,769.75)	\$0	\$0	\$0	\$0
Profit (Cost)	\$10,535	\$0	\$0	\$0	\$0

e) Detail of additional staff requirements: Not Applicable.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 4

DATE (MM/DD/YYYY)
06/13/2018

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

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

PRODUCER Willis of North Carolina, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C No. Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@willis.com		FAX (A/C No.): 1-888-467-2378
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Compass Group USA, Inc. d/b/a Chartwells Dining Services 2400 Yorkmont Road Charlotte, NC 28217	INSURER A: National Union Fire Insurance Company of P		19445
	INSURER B: ACE Property & Casualty Insurance Company		20699
	INSURER C: New Hampshire Insurance Company		23841
	INSURER D: National Fire & Marine Insurance Company		20079
	INSURER E: American Home Assurance Company		19380
	INSURER F: Illinois National Insurance Company		23817

COVERAGES**CERTIFICATE NUMBER:** W6482773**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		GL 6938977	09/30/2017	09/30/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY			CA 4400105	09/30/2017	09/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> Self Ins. Phy <input checked="" type="checkbox"/> Damage						PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			XOO G27738631 003	09/30/2017	09/30/2018	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WC 086326269	09/30/2017	09/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Liquor Liability - Compass			GL 6938973	09/30/2017	09/30/2018	Each Common Cause: \$1,000,000 Aggregate: \$10,000,000

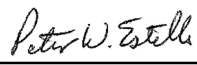
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SIR applies as respect to General Liability per terms and conditions of this policy.

The umbrella policy follows the primary insurance coverage captioned above subject to the policy terms and conditions.

SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION**

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

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ACORD 25 (2016/03)

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SR ID: 16306965

BATCH: 748326



ADDITIONAL REMARKS SCHEDULE

Page 2 of 4

AGENCY Willis of North Carolina, Inc.		NAMED INSURED Compass Group USA, Inc. d/b/a Chartwells Dining Services 2400 Yorkmont Road Charlotte, NC 28217	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation Policy #WC 086326269 Covers States of
 AL, AR, CO, CT, DC, DE, GA, HI, IA, ID, IN, KS, LA, MD, MI, MN, MO, MS, MT, NE, NM, NV, NY, OK, OR, RI, SC, SD, TN, TX, WV.

SIR applies as respect to Liquor Liability per terms and conditions of this policy.

Pembroke Pines Charter Schools is included as Additional Insureds as respects tso General Liability as required by written contract.

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh
 POLICY NUMBER: CA 4400105 EFF DATE: 09/30/2017 EXP DATE: 09/30/2018

NAIC#: 19445

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Garagekeepers Liability	Limits:	\$1,500,000

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh
 POLICY NUMBER: CA 4400106 EFF DATE: 09/30/2017 EXP DATE: 09/30/2018

NAIC#: 19445

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Compass - MA Auto Liability	Combined Single Lmt:	\$2,000,000
Any Auto		
Self-Ins. Phy Damage		

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh
 POLICY NUMBER: CA 4400108 EFF DATE: 09/30/2017 EXP DATE: 09/30/2018

NAIC#: 19445

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Compass - VA Auto Liability	Combined Single Limit	\$2,000,000
Any Auto		
Self-Ins. Phy Damage		



ADDITIONAL REMARKS SCHEDULE

Page 3 of 4

AGENCY Willis of North Carolina, Inc.		NAMED INSURED Compass Group USA, Inc. d/b/a Chartwells Dining Services 2400 Yorkmont Road Charlotte, NC 28217	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: National Fire & Marine Insurance Company NAIC#: 20079
 POLICY NUMBER: 42-XSF-302909-02 EFF DATE: 09/30/2017 EXP DATE: 09/30/2018

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Business Auto Liability	Combined Single Lmt:	\$3,000,000
Any Auto		

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841
 POLICY NUMBER: WC 086326276 EFF DATE: 09/30/2017 EXP DATE: 09/30/2018

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Work Comp & Emp Liability	E.L. Each Accident:	\$2,000,000
WC - Per Statute	E.L. Disease-Pol Lmt:	\$2,000,000
	E.L. Disease Ea Emp:	\$2,000,000

ADDITIONAL REMARKS:

Policy Covers States of: AK, AZ, IL, KY, NC, NH, NJ, PA, UT, VA, VT

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841
 POLICY NUMBER: WC 086326271 EFF DATE: 09/30/2017 EXP DATE: 09/30/2018

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Work Comp & Emp Liab	E.L. Each Accident:	\$2,000,000
WC - Per Statute	E.L. Disease Pol Lmt:	\$2,000,000
	E.L. Disease Ea Emp:	\$2,000,000

ADDITIONAL REMARKS:

Policy Covers States of: MA, WI, Stop Gap Coverage: ND, OH, WA, WY.



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of North Carolina, Inc.		NAMED INSURED Compass Group USA, Inc. d/b/a Chartwells Dining Services 2400 Yorkmont Road Charlotte, NC 28217	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: American Home Assurance Company NAIC#: 19380
 POLICY NUMBER: WC 086326275 EFF DATE: 09/30/2017 EXP DATE: 09/30/2018

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Work Comp & Emp Liab	E.L. Each Accident:	\$2,000,000
WC - Per Statute	E.L. Disease pol Lmt:	\$2,000,000
	E.L. Disease Ea Emp:	\$2,000,000

ADDITIONAL REMARKS:
Policy Covers State of CA.

INSURER AFFORDING COVERAGE: Illinois National Insurance Company NAIC#: 23817
 POLICY NUMBER: WC 086326270 EFF DATE: 09/30/2017 EXP DATE: 09/30/2018

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Work Comp & Emp Liab	E.L. Each Accident:	\$2,000,000
WC - Per Statute	E.L. Disease Pol Lmt:	\$2,000,000
	E.L. Disease Ea Emp:	\$2,000,000

ADDITIONAL REMARKS:
Policy Covers State of FL.

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841
 POLICY NUMBER: WC 086326272 EFF DATE: 09/30/2017 EXP DATE: 09/30/2018

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Work Comp & Emp Liab	E.L. Each Accident:	\$2,000,000
WC - Per Statute	E.L. Disease Pol Lmt:	\$2,000,000
	E.L. Disease Ea. Emp:	\$2,000,000

ADDITIONAL REMARKS:
Policy Covers State of ME

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh NAIC#: 19445
 POLICY NUMBER: XWC 6583181 EFF DATE: 09/30/2017 EXP DATE: 09/30/2018

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Work Comp	E.L. Each Accident:	\$2,000,000
WC - Per Statute	E.L. Disease Ea Emp:	\$2,000,000
Policy Covers State of OH		

**PERFORMANCE BOND
Annual Form**

**Travelers Casualty and Surety Company of America
Hartford, CT 06183**

Bond No. 106883869

KNOW ALL BY THESE PRESENTS, That we Compass Group USA, Inc. by and through its Chartwells Dining Division, as Principal, and Travelers Casualty and Surety Company of America, of CT, authorized to do business in the State of FL, as Surety, are held and firmly bound unto The City of Pembroke Pines, as Obligee, in the maximum penal sum of Two Hundred Forty Four Thousand Three Hundred Sixty Seven Dollars and 00/100 Dollars (244,367.00), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Bond.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Obligee to perform in accordance with the terms and conditions of the Food Service Management, (hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the above named Principal, its successors and assigns, shall well and truly perform its obligations as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite period of July 1, 2018 to June 30, 2019. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew this Bond, shall itself constitute a loss to the Obligee recoverable under this Bond or any extension thereof.
2. The above referenced Contract has a term ending June 30, 2019. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, this Bond shall not be extended beyond June 30, 2023, unless earlier nonrenewed pursuant to paragraph 1 above.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term.
4. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
5. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.

Surety Address: Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Attn: _____

6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying Contract, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this 15th day of June, 2018.



Compass Group USA, Inc. by and through its Chartwells Dining Division

By: [Signature] Vice President & Treasurer, Principal
Daniel Thomas

Travelers Casualty and Surety Company of America

By: [Signature] Attorney-in-Fact
Angela D. Ramsey

PAYMENT BOND
Annual Form

Travelers Casualty and Surety Company of America
Hartford, CT 06183

Bond No. 106883869

KNOW ALL BY THESE PRESENTS, that we Compass Group USA, Inc. by and through its Chartwells Dining Division, as Principal, and Travelers Casualty and Surety Company of America, of CT, authorized to do business in FL, as Surety, are held and firmly bound unto The City of Pembroke Pines, as Obligee, and to all persons who furnish labor or material directly to the Principal for use in the prosecution of the work hereinafter named, in the maximum penal sum of Two Hundred Forty Four Thousand Three Hundred Sixty Seven Dollars and 00/100 Dollars (244,367.00), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Obligee, for Food Service Management

(hereinafter referred to as the Contract) and more fully described in said Contract, said Contract is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all persons who shall have furnished labor or material directly to the Principal for use in the prosecution of the aforesaid work, each of which said persons shall have a direct right of action on this instrument in his/her own name and for his/her own benefit, subject, however, to the Obligee's priority, then this obligation to be void; otherwise to remain in full force and effect.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite period of July 1, 2018 to June 30, 2019. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew this Bond, shall itself constitute a loss to the Obligee recoverable under this Bond or any extension thereof.
2. The above referenced Contract has a term ending June 30, 2019. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, this Bond shall not be extended beyond June 30, 2023, unless earlier nonrenewed pursuant to paragraph 1 above.
3. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
4. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.

Surety Address:

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Attn: _____

5. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term; or after the expiration of ninety (90) days after the day on which any person last supplied the labor and/or materials for which the claim is made, whichever occurs first. If this limitation is void or prohibited by law, then the minimum period of limitation available to Surety as a defense in the jurisdiction of the suit shall be applicable.
6. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.
7. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying Contract, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this 15th day of June, 2018.

Compass Group USA, Inc. by and through its Chartwells Dining Division

By:



Daniel Thomas

Vice President & Treasurer, Principal



Travelers Casualty and Surety Company of America

By:


Angela D. Ramsey

Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. 106883869

Principal: Compass Group USA, Inc. by and through its Chartwells Dining Division

OR

Project Description: Food Service Management

Obligee: The City of Pembroke Pines

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Angela D. Ramsey** of the City of **Charlotte**, State of **NC**, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **24th** day of **June, 2016**.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company


St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:

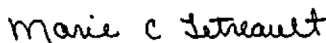

Robert L. Raney, Senior Vice President

On this the **24th** day of **June, 2016**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**.




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

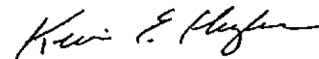
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of June, 2018.



Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.