

ASSIGNMENT OF AGREEMENT

This Assignment of Agreement ("Assignment") is entered into on this 12th day of November, 2008 by and between the Facility Contract Services, LLC, a Florida limited liability company (hereinafter referred to as "FCS") and The Haskell Company, a Florida corporation (hereinafter referred to as "Haskell").

WHEREAS, Haskell entered into an Agreement on June 24, 2000 ("Agreement") with the City of Pembroke Pines, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as "City"), whereby Haskell has been providing certain services to City, such Agreement being attached hereto as Exhibit "A"; and

WHEREAS, City and Haskell have enjoyed their working relationship with one another under the Agreement, but, at this time, Haskell and FCS desire to have the Agreement assigned to FCS, subject to the City providing their consent to the Assignment ("Consent"), the form of which is attached hereto as Exhibit "B"; and

WHEREAS, Haskell has provided notice to the City of its intent to terminate the Agreement, which will occur in the event the Consent is not provided prior to January 15, 2009; and

Now, therefore, the parties agree as follows:

1. ASSIGNMENT:

Haskell hereby assigns the Agreement to FCS. Said assignment shall be effective as of January 1, 2009 ("Effective Date"). In order to provide an orderly transition of employees, benefits and management services on the effective date, the parties agree that if the consent to assignment and release is not approved by the City at its November 19th, 2008 meeting the parties agree that the effective date may be delayed.

2. MUTUAL RELEASE:

Haskell, for good and valuable consideration, for themselves, their agents, parents, subsidiaries, employees, attorneys, representatives, predecessors, successors and assigns, hereby fully and completely release, waive, remiss, quit, satisfy and forever discharge FCS (including their assigns, parents, subsidiaries, affiliates, sureties, owners, officers, agents, attorneys, insurers, employees and representatives) from and against any and all claims or causes of action in law, or in equity, damages, injuries, obligations, liabilities, demands, assertions, contentions, rights, and/or losses of whatever nature either party may have against the other (past, present or future) known or unknown, accrued or unaccrued, related to or concerning the Agreement and/or any services performed by Haskell under the Agreement prior to the Effective Date. FCS, for good and valuable consideration, for themselves, their agents, parents, subsidiaries, employees, attorneys, representatives, predecessors, successors and assigns, hereby fully and completely release, waive, remiss, quit, satisfy and forever discharge Haskell (including their assigns, parents, subsidiaries, affiliates, sureties, owners, officers, agents,

attorneys, insurers, employees and representatives) from and against any and all claims or causes of action in law, or in equity, damages, injuries, obligations, liabilities, demands, assertions, contentions, rights, and/or losses of whatever nature either party may have against the other (past, present or future) known or unknown, accrued or unaccrued, related to or concerning the Agreement and/or any services performed by FCS under the Agreement following to the Effective Date.

3. MUTUAL COOPERATION:

FCS and Haskell shall mutually cooperate with one another in the orderly assignment of the Agreement from Haskell to FCS.

4. WARRANTIES AND REPRESENTATIONS. Each party hereto hereby warrants and represents unto each other that upon their execution of this Assignment, assuming execution of this Assignment by the other party, such party: (a) shall be fully bound by all the terms, provisions and conditions hereof; and (b) has full power and authority to abide by and comply with the terms, provisions and conditions hereof. Each of the parties hereto further warrants and represents that the person executing this Assignment on its behalf is fully authorized to do so and that no further action or proceeding of whatever nature shall be necessary to cause this Assignment to be fully binding upon such party. Neither of the parties makes any representations or warranties to the other except as is specifically provided in this Assignment and, further, all representations and warranties shall merge with the Assignment as of the Effective Date.


5. MISCELLANEOUS

A. Parties agree that the terms of this Assignment are contractual in nature and not mere recitals and in entering into this Assignment the parties have relied upon the advice of counsel of their choice.

B. This Assignment shall constitute the entire agreement and understanding among the parties concerning subject matter contained in this Assignment and replaces and supersedes any prior or contemporaneous negotiations or proposed agreements, whether written or oral.

C. FCS agrees to hire all of the current employees as of December 31, 2008, providing no gap in benefits, wages and carrying over all accrued sick leave and vacation balances.

FACILITY CONTRACT SERVICES, LLC

By: 
Title: PRS
Date: 11-12-08

THE HASKELL COMPANY

By: David D. Ball

Title: Senior Vice President

Date: November 12, 2008

Exhibit "A"
Agreement between Haskell and the City

AGREEMENT BY AND BETWEEN
THE HASKELL COMPANY
AND
THE CITY OF PEMBROKE PINES

THIS AGREEMENT, dated this 21 day of June, 2000, by and between: the CITY OF PEMBROKE PINES, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as "CITY"), with business address of 10100 Pines Boulevard, Pembroke Pines, FL 33026, and THE HASKELL COMPANY (hereinafter referred to as "HASKELL"), with a business address of Haskell Building, Jacksonville, FL 32231.

WITNESSETH:

WHEREAS, CITY currently has a contract with a provider to provide contract employees and certain professional services for certain identified positions within the CITY; and

WHEREAS, such provider has notified CITY of its intent not to continue to provide such services to CITY; and

WHEREAS, the current provider's imminent termination of the existing agreement resulted in an exigent circumstance wherein CITY is required to replace such provider within a short time frame; and

WHEREAS, CITY desires to contract with a new provider to provide such professional services; and

WHEREAS, CITY requested the submission of proposals and qualifications from various providers and thereby conducted an extensive search consistent with the tenor of the CITY's Charter and Code of Ordinances to locate a substitute for the current provider; and

WHEREAS, CITY received proposals and qualifications from various providers and conducted an extensive evaluation, search, interview and review of the various qualifications of each of such respondents; and

WHEREAS, CITY has determined HASKELL to be the most capable, responsive and responsible business to provide the desired professional services pursuant to the Charter and Code of Ordinances of the CITY; and

WHEREAS, the CITY is desirous of maintaining a high level of competent, professional, and economically feasible contract administrative and public services in conjunction and harmony with its fiscal policies of sound, economical management; and

WHEREAS, HASKELL has agreed to render to the CITY a continuing high level of professional contract services and the CITY is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and

WHEREAS, HASKELL has offered its professional services to the CITY in a manner consistent with the terms, conditions, and provisions herein; and

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ARTICLE I
SERVICES

1.1 The above recitals are true and correct, and the preamble hereinabove is incorporated in this Agreement by reference.

1.2 HASKELL shall provide to CITY for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, competent and professional contract services, within and throughout the corporate limits of CITY to the extent and in the manner hereinafter described.

1.3 The CITY hereby engages HASKELL for the services described in **Exhibit "A,"** attached hereto and incorporated herein by reference.

1.4 Service shall mean comprehensive, contract services provided in accordance with the services described in **Exhibit "A."**

1.5 The parties recognize that the services provided for under this Agreement are intended to provide flexibility to the CITY in order to meet the challenges of the CITY. Therefore, HASKELL shall provide the staffing levels and assignments of personnel in a way as to insure professional, competent services to the CITY consistent with the staffing requirements outlined herein. HASKELL shall enact a drug-free workplace program for all of its staffing requirements outlined herein, and shall comply with all Federal and State Laws for the work

performed under this Agreement, as well as the local ordinances applicable to the HASKELL employees providing services hereunder.

1.6 In addition to the foregoing, HASKELL agrees to provide CITY all services to fulfill the obligations of HASKELL under this contract.

1.7 HASKELL shall insure that all CITY equipment used by it in the performance of service hereunder shall be maintained, in a reasonable, prudent, and safe manner to obtain maximum life expectancy.

ARTICLE II MAINTENANCE OF ABILITY

2.1 HASKELL shall furnish to and maintain for the benefit of the CITY, without additional cost therefor, all necessary labor and management, excluding equipment, vehicles and communication facilities, necessary and proper for the purpose of performing the services, duties and responsibilities set forth and contemplated herein and as necessary to maintain the level of service to be rendered hereunder.

ARTICLE III ADDITIONAL SERVICES

3.1 HASKELL shall provide to the CITY, upon the request of the City Manager, such additional services as may from time to time be needed. In providing said additional services, HASKELL shall have control over any additional personnel in the manner set forth in Article V.

3.2 The cost of such services shall be borne by the CITY and shall be payable in such amounts and in such a manner as may be determined by mutual agreement, upon each occurrence.

ARTICLE IV EMPLOYMENT RESPONSIBILITY

4.1 All personnel employed by HASKELL in the performance of such services, functions, and responsibilities as described and contemplated herein for the CITY shall be and remain HASKELL employees. HASKELL shall be responsible for complying with all employment laws, including, but not limited to Title VII of the Civil Rights Act of 1964, as amended; the Fair Credit Reporting Act, as amended; the Family and Medical Leave Act; and the

Florida Civil Rights Act, as amended. HASKELL will comply with the requirements of Section 768.096, Florida Statutes, and will perform the necessary background checks on applicants, including criminal history checks, physical examinations, drug screenings, and driver's record checks as required by CITY for each position.

4.2 HASKELL shall be responsible for all insurance benefits, compensation and/or any legal obligations or rights to which HASKELL personnel are entitled during the course of employment with HASKELL. Accordingly, the CITY shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, Workers' Compensation benefits under Chapter 440, Florida Statutes, legal liability for alleged violation of civil rights, or any amenities of employment to any HASKELL personnel performing services, duties, and responsibilities hereunder for the benefit of said CITY and the residents thereof or any other liabilities whatsoever. HASKELL is and shall be in the performance of all work, services, and activities under this contract, an independent contractor and not an employee, agent, or servant of the CITY, and all personnel performing services under this Agreement shall be and remain HASKELL employees.

ARTICLE V EMPLOYMENT; RIGHT OF CONTROL

5.1 HASKELL shall have and maintain the sole responsibility for and control of the rendition of the services, the standards of performance, the discipline of personnel and other matters incident to the performance of the services, duties, and responsibilities as described and contemplated herein.

5.2 HASKELL shall at all times maintain the sole and absolute discretion over the selection, assignment, discipline and termination of its employees providing services hereunder. Nothing in this Agreement shall be construed as a guarantee of any person's employment, it being the intention that all employees hired pursuant to this Agreement be at-will employees of HASKELL and shall not be entitled to any of the rights or interests of employment as may apply to employees of the CITY.

In the event HASKELL transfers, reassigns or terminates any employee for any reason, HASKELL shall provide the CITY with prompt written notice of such transfer, reassignment or termination. Both parties to this Agreement agree to report incidents and allegations of tortious conduct to the other party within seven (7) days of the occurrence of the incident or allegation.

5.3 No personnel shall be terminated, transferred or reassigned out of the CITY, without HASKELL first filling the vacated position as necessary to maintain the level of service.

ARTICLE VI
CONSIDERATION

6.1 The CITY shall pay to HASKELL, in consideration for the above stated services and responsibilities for the period June 1, 2000 through September 30, 2001, the sum of the amounts contained in "Exhibit B," attached hereto and made a part hereof. Thereafter, for each Fiscal Year, beginning October 1, 2001, the compensation amount payable to HASKELL under the Terms and Conditions of this Agreement shall be payable in such amounts and in such a manner as may be determined by mutual agreement, upon each occurrence.

6.2 Payments due pursuant to the Agreement will be made within ten (10) business days of receipt from HASKELL of its invoice for services. Payments not made when due will bear interest at one percent (1%) per month.

ARTICLE VII
POSITION TO BE DETERMINED

7.1 HASKELL will provide a Project Manager to oversee the performance of services under this Agreement. The Project Manager shall, among other specified duties, act as liaison between the CITY and HASKELL.

7.2 The selection of the Project Manager at the commencement of this Agreement shall be disclosed in writing by HASKELL to the CITY. In the event of a vacancy in the position of the Project Manager, HASKELL agrees to make such successor selections in good faith and in the best interest of the CITY.

7.3 In the event the CITY becomes dissatisfied with the performance of the Project Manager, the CITY may provide notification to HASKELL. Thereafter, representatives of HASKELL and the CITY shall meet to discuss possible remedies of the problems experienced by the CITY. The Project Manager will be required by HASKELL to act in good faith in resolving any problems experienced by the CITY. The Project Manager shall be employed by HASKELL and is responsible for ensuring that HASKELL upholds its obligations under this Agreement. The Project Manager shall in no event be construed to be an employee of the CITY.

ARTICLE VIII
INDEMNIFICATION

8.1 HASKELL shall indemnify and save harmless and defend the CITY, its elected and appointed officials, its officers, servants and employees (each being referred to as an "Indemnatee") from and against any and all claims, demands or causes of action arising from any error or omission of HASKELL, its officers, agents, servants or employees in the performance of services under this Agreement, whether, direct or indirect, negligent or intentional, and whether arising under state or federal employment law, and from and against any orders, judgments, or decrees which may be entered thereon, and from and against all costs, damages of every kind and nature, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof; provided however that HASKELL's duty hereunder to indemnify, save harmless and defend shall not apply to the extent any claim, demand or cause of action is caused by the error or omission of an Indemnatee.

ARTICLE IX
INSURANCE

HASKELL shall maintain, in addition to those policies of insurance required and contemplated in Article IV hereof, policies of liability, automobile, excess automobile, in the amounts hereinafter described:

9.1 General Liability \$1,000,000/\$2,000,000

9.2 Automobile Liability \$1,000,000

9.3 HASKELL shall maintain the respective policies of liability, automobile, and excess automobile throughout the term of this Agreement, as the same may be extended in accordance with the provisions hereof.

9.4 HASKELL shall provide CITY with a copy of current respective policies of insurance required hereunder, and renewals thereof.

9.5 The costs of all policies of insurance required hereunder shall be the obligation of HASKELL and the CITY shall in no way be responsible therefor except to the extent the cost of the insurance is a permitted "Cost of the Work" on **Exhibit "B"** hereto.

9.6 HASKELL shall provide CITY with a Certificate of Insurance listing CITY as an insured for the respective insurance required hereunder.

9.7 Should any of the required insurance policies be modified before the expiration date of this Agreement, and unless otherwise agreed, HASKELL will provide at least thirty (30) days prior written notice to the CITY.

ARTICLE X
INDEPENDENT CONTRACTOR

10.1 HASKELL, for the purposes of this Agreement, is and shall remain an independent contractor; not an employee, agent, or servant of the CITY.

ARTICLE XI
TERM

11.1 This Agreement shall remain in full force and effect for a one (1) year period commencing June 1, 2000, and ending September 30, 2001, all dates inclusive, unless this Agreement be otherwise extended or terminated in accordance with the terms hereof.

ARTICLE XII
OPTION TO RENEW

12.1 This Agreement shall be automatically renewed at the expiration of the initial term and annually thereafter unless notice of intent not to renew is provided in conformance with Article XIII. The parties agree to furnish notice of intent not to renew this Agreement not less than one hundred eighty (180) days prior to the expiration of this Agreement.

ARTICLE XIII
TERMINATION

13.1 HASKELL may terminate this Agreement at its discretion either with or without cause, by giving written notice thereof to CITY; provided, however, that such termination shall not be effective until the one hundred and eightieth (180th) day after the receipt thereof by CITY, unless an earlier date is agreed upon by CITY. If the reason for termination by HASKELL is nonpayment by CITY, HASKELL's termination shall, at its election, become effective upon the date specified in its written notice which shall be at least seven (7) days after the conclusion of the informal negotiation and mediation provided for in Section 20.1 hereof.

13.2 CITY may terminate this Agreement at its discretion either with or without cause, by giving written notice thereof to HASKELL; provided, however, that such termination shall not be effective until the one hundred and eightieth (180th) day after the receipt thereof by HASKELL, unless an earlier date is agreed upon by HASKELL.

13.3 In the event of termination by either party, the other party shall render such aid, coordination and cooperation as might be required for an expeditious and efficient termination of service. Following the decision to terminate, there shall be no increase in the cost of services performed by HASKELL.

13.4 In the event of the termination or expiration of this Agreement, HASKELL and CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from HASKELL to CITY, or to any other person or entity CITY may designate, and to maintain during such period of transition the same high quality services otherwise afforded to the residents of the CITY pursuant to the terms hereof.

ARTICLE XIV
EQUIPMENT APPRAISAL AND TRANSFER PROVISION

14.1 In the event of termination or upon the expiration of this Agreement, CITY shall have the option to purchase from HASKELL any piece of equipment, directly attributable to or in use by HASKELL in the CITY at the time of such termination in connection with the services contemplated herein.

14.2 The purchase price for such equipment shall be determined by mutual agreement of the parties as to the fair market value of such equipment.

14.3 Upon the exercise by the CITY of its option to possess the subject equipment, HASKELL shall convey within ten (10) days or upon such other mutually agreed time, all of its rights, title, and interest, thereto, to the CITY by Bill of Sale Absolute or Certificate of Title, as applicable.

ARTICLE XV
AUTHORITY TO EXECUTE, NO CONFLICT CREATED

15.1 HASKELL, by execution hereof, does hereby represent to CITY that HASKELL has full power and authority to make and execute this Agreement, to the effect that:

15.1.1 Execution of this Agreement shall create a legal obligation upon HASKELL, which shall be legally binding upon HASKELL.

15.1.2 The same shall be enforceable by the CITY according and to the extent of the provisions hereof.

15.2 Nothing herein contained or any obligation on the part of HASKELL to be performed hereunder shall in any way be contrary to or in contravention of any policy of insurance or surety bond required of HASKELL, pursuant to the laws of the State of Florida.

15.3 Nothing herein contained is intended in any way to be contrary to or in contravention of the Charter of the CITY and the Laws of the State of Florida, and to the extent such conflict exists, the CITY and HASKELL shall be mutually relieved of any obligations of such conflict.

15.4 In the event of any litigation arising from this Agreement, venue shall be in Broward County, Florida.

ARTICLE XVI
NOTICE

All notice required hereunder shall be by first class mail, except that any Notice of Termination shall be mailed via United States Mail, return receipt requested and any notice required hereunder shall be addressed to the party intended to receive same at the following addresses:

- 16.1 CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
10100 Pines Blvd.
Pembroke Pines, Florida 33026
- COPY TO: Samuel S. Goren, City Attorney
Josias, Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 33308
- 16.2 HASKELL: The Haskell Company
Attention: Dave Balz
Haskell Building
Jacksonville, FL 32231

ARTICLE XVII
ASSIGNABILITY

17.1 HASKELL shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon the written consent of the City Commission of the CITY, which consent must be evidenced by a duly passed Resolution.

ARTICLE XVIII
ENTIRE AGREEMENT, AMENDMENT

18.1 The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement is executed.

ARTICLE XIX
BINDING EFFECT

19.1 This Agreement shall inure to the benefit of and be binding upon the respective parties' successors.

ARTICLE XX
DISPUTE RESOLUTION

20.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof, and which cannot be settled by negotiation between HASKELL and City shall be decided by the applicable court of law unless HASKELL and CITY agree to have the same decided by arbitration. Neither party shall initiate litigation to pursue a claim arising out of or related to this Agreement without first exhausting the two stage dispute resolution mechanism set forth below. Exhaustion of such dispute resolution mechanism by agreement of the parties is a condition precedent to the filing of any litigation on such claim.

- a. Informal Negotiation. Either party may initiate informal negotiation of its claim by giving the other party written notice of such demand. Within ten (10) days of receipt of a demand for informal negotiation, representatives of the parties with authority to settle will meet to determine if the claim can be resolved informally.
- b. Mediation. If informal negotiation fails to resolve this claim, either party may give written demand for mediation. Within ten (10) days of receipt of such demand, the parties shall confer to select a single mediator to handle the mediation session. Such mediation session shall take place, absent extraordinary circumstances or a mutually agreed decision to continue the mediation session to a later date, within ten (10) days of the appointment of the mediator. The parties shall share equally in the cost of the mediation session. Should mediation fail, either party may thereafter file suit to prosecute its claim.

In any litigation arising out of this Agreement, the prevailing the party shall be entitled to an award of its attorneys fees and costs, including fees incurred on appeal; provided that nothing herein is intended to waive CITY's sovereign immunity rights pursuant to Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below.

Robert W. Soulbey
Witness
Robert W. Soulbey
Print Name

Kathie Hatton
Witness
Kathie Hatton
Print Name

ATTEST:

Eileen Tesh
Eileen Tesh, City Clerk

Approved as to form and legal sufficiency
subject to execution by the parties:

By: *Samuel S. Goren*
Samuel S. Goren, City Attorney

THE HASKELL COMPANY
By: *David P. Bazz*
Print Name: David P. Bazz
Title: VIC. PRESIDENT
Date: June 16th, 2000

CITY OF PEMBROKE PINES

By: *Alex G. Fekete*
Alex G. Fekete, Mayor
Date: _____

By: *Charles F. Dodge*
Charles F. Dodge, City Manager
Date: 6-21-00

EXHIBIT A

The Haskell Company Proposal to the City of Pembroke Pines

Core Services Provided to Transition Existing PEO Services to Contract Administrative and Public Services

Includes Management and Administration, Finance, Record Keeping, Base Information Technology Services, Risk Management, Purchasing and Corporate Infrastructure.

Existing/Additional Staff Equipment and Material

Existing/Additional staff, equipment, and material will be supplied as needed and will be compensated at the rate of HASKELL's cost plus 5% for general corporate overhead plus a 5% fee. This same compensation schedule will apply to any other services provided to the CITY as they may be required.

These fees and charges are reflective of the projected first year operation. The compensation amount payable in forthcoming years to HASKELL under the Terms and Conditions of this Agreement shall contain all mutually agreed upon provisions and changes including consideration for increases in the Consumer Price Index.

EXHIBIT B

The Haskell Company Proposal to the City of Pembroke Pines

Clarifications to Cost and Scope of Services to be Provided

The term "Cost of the Work" shall mean costs necessarily incurred by Haskell in the performance of Work.

- A. The City and Haskell agree that the following generally defines, but does not limit cost to be reimbursed under this agreement.
1. Wages of workers directly employed by Haskell to perform the Work.
 2. Wages or salaries of Haskell's supervisory and administrative personnel when stationed at the site with the City's approval.
 3. Wages and salaries of Haskell's supervisory or administrative personnel engaged, at factories, workshops, on the road or in Haskell's corporate office when assisting in the execution of the Work, but only for that portion of their time required for the Work.
 4. Costs paid or incurred by Haskell for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits.
 5. Payments made by Haskell to Subcontractors/Vendors in accordance with the requirements of the subcontracts/purchase orders.
 6. Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the Work.
 7. Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the workers, that are provided by Haskell and fully consumed in the performance of the Work.
 8. Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the workers that are provided by Haskell, whether rented internally

or from others, and costs of **transportation**, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the City's prior approval.

9. Cost of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service and reasonable petty cash expenses.
10. That portion of the reasonable **expenses** of Haskell's personnel incurred while traveling in discharge of duties connected with the Work.
11. Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the City.
12. That portion of insurance and bond premiums that can be directly attributed to this Contract.
13. Sales, use or similar taxes imposed by a governmental authority that are related to the Work.
14. Fees and assessments for the building- permit and for other permits, licenses and inspections for which Haskell is required to pay.
15. Intentionally omitted.
16. Data processing costs related to the Work and support of the same from Haskell's home office.
17. Deposits lost for causes other than Haskell negligence or failure to fulfill a specific responsibility to the City.
18. Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the City and Haskell, reasonably incurred by Haskell in the performance of the Work and with the City's prior written approval; which approval shall not be unreasonably withheld; provided that no such costs may be included to the extent they are incurred as a result of the acts or omissions of Haskell.
19. Expenses incurred in accordance with Haskell standard personnel policy for relocation and temporary living allowances of personnel required for the Work, if approved by the City.

20. Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the City.
 21. Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
 22. Costs of repairing or correcting damaged or nonconforming Work executed by Haskell, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility and only to the extent that the cost of repair or correction is not recoverable by Haskell from insurance, sureties, Subcontractors or suppliers.
 23. Miscellaneous expenses such as supplies, uniforms, costs of drug screening and drug tests, office expenses and advertising expenses.
 24. All other costs approved by the City
- B. The City and Haskell agree that the cost of the following will not be included in the Cost of the Work.
1. Salaries and other compensation of Haskell's Corporate Officers, except as provided in Paragraph A3 above.
 2. Primary occupancy expenses of Haskell's principal office.
 3. Haskell's capital expenses, including interest on Haskell's capital employed for the Work.
- C. The City hereby agrees to furnish the following to Haskell or its employees assigned to the Work:
1. Office space for Haskell's onsite management.
 2. Office furniture for Haskell's onsite management.
 3. Telephone for onsite management's office, as part of City system.
 4. Vehicles for employees, as required, for the Work other than the managers.
 5. Telephone, pagers and radios for employees, as required, for the Work other than the managers.

Exhibit B
Consent to Assignment and Release

CONSENT TO ASSIGNMENT AND RELEASE

This Consent to Assignment of Contract and Release ("Consent") is entered into on this 19th day of November, 2008 by and between the City of Pembroke Pines, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as "City") and The Haskell Company (hereinafter referred to as "Haskell").

WHEREAS, City and Haskell entered into an Agreement on June 24, 2000 ("Agreement"), whereby Haskell has been providing certain services to City;

WHEREAS, City and Haskell have enjoyed their working relationship with one another under the Agreement, but, at this time, believe it is mutually beneficial to both parties to have the Agreement assigned to Facility Contract Services (hereinafter referred to as "FCS").

Now, therefore, the parties agree as follows:

1. CONSENT TO ASSIGNMENT:

Haskell hereby consents to the assignment of the Agreement to FCS. Said assignment shall be effective as of January 1, 2009. If, for any reason, City does not formally approve the assignment, then the Agreement between Haskell and City shall terminate as of March 19, 2009. Upon the assignment or termination of the Agreement, Haskell shall have no further duties or obligations to the City under the Agreement.

2. MUTUAL RELEASE:

City and Haskell, for good and valuable consideration, including but not limited to Haskell's consent contained herein, for themselves, their agents, parents, subsidiaries, employees, attorneys, representatives, predecessors, successors and assigns, hereby fully and completely release, waive, remiss, quit, satisfy and forever discharge the other (including their assigns, parents, subsidiaries, affiliates, sureties, owners, officers, agents, attorneys, insurers, employees and representatives) from and against any and all claims or causes of action in law, or in equity, damages, injuries, obligations, liabilities, demands, assertions, contentions, rights, and/or losses of whatever nature either party may have against the other (past, present or future) known or unknown, accrued or unaccrued, related to or concerning the Agreement and/or any services performed by Haskell under the Agreement, with the exception of the obligation of City to make final payment to Haskell of all sums due under the Agreement.

3. MUTUAL COOPERATION:

City and Haskell shall mutually cooperate with one another in the orderly assignment of the Agreement from Haskell to FCS, with the City paying Haskell any cost it incurs in providing such assistance.

4. MISCELLANEOUS

A. Parties agree that the terms of this Consent are contractual in nature and not mere recitals and in entering into this Consent the parties have relied upon the advice of counsel of their choice.

B. This Consent shall constitute the entire agreement and understanding among the parties concerning subject matter contained in this Consent and replaces and supersedes any prior or contemporaneous negotiations or proposed agreements, whether written or oral.

C. This Consent shall not be altered, amended or modified except in writing of a duly authorized representative of both City and Haskell.

D. City shall provide Haskell with signed copy of this Consent within 5 days of the signing of this Consent.

E. As for any claim that may be asserted against Haskell after the termination or assignment of the Agreement as provided hereunder, City shall defend and indemnify Haskell from any such claims, including attorneys' fees, provided the claim is based in whole or in part on services provided by Haskell under the Agreement.

CITY OF PEMBROKE PINES

By: _____

Title: _____

Date: _____

THE HASKELL COMPANY

By: David D. Balz

Title: SENIOR VICE PRESIDENT

Date: NOVEMBER 12, 2008

PROPOSED RESOLUTION NO. 2008-R-43

RESOLUTION NO. 3211

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES, FLORIDA AUTHORIZING HASKELL COMPANY TO ASSIGN ITS CONTRACT WITH THE CITY DATED JUNE 21, 2000 TO FACILITY CONTRACT SERVICES, LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 21, 2000 the City of Pembroke Pines, Florida (hereinafter referred to as the "City") entered into a professional services agreement (hereinafter referred to as the "Agreement") with Haskell Company (hereinafter referred to as "Haskell"), a copy of the Agreement is attached hereto as **Exhibit "A"** and incorporated herein; and

WHEREAS, the Agreement provided for automatic annual renewals, unless either party opted not to renew or terminate pursuant to the terms set forth therein; and

WHEREAS, the Agreement currently remains in full force and effect, and both parties are generally satisfied with the performance thereof; and

WHEREAS, Haskell has informed the City that it would like to assign its obligations under the Agreement to Facility Contract Services, LLC, and requests the City's consent thereto; and

WHEREAS, Section 17.1 of the Agreement requires the City Commission to consent in writing by way of a resolution to any assignments; and

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WHEREAS, Staff has reviewed the qualifications of Facility Contract Services, LLC, and has concluded that they are sufficiently able to perform all necessary duties and obligations under the Agreement; and

WHEREAS, the City Commission finds the assignment of the Agreement from Haskell to Facility Contract Services, LLC, to be in the best interests of the citizens and residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES, FLORIDA THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby incorporated herein and made a part of this Resolution.

Section 2. The City Commission of the City of Pembroke Pines, Florida, in accordance with Section 17.1 of the Agreement, hereby authorizes Haskell Company to assign its professional services agreement with the City dated June 21, 2000 to Facility Contract Services, LLC, a copy of the Agreement is attached hereto as **Exhibit "A"** and incorporated herein, subject to Facility Contract Services, LLC, as assignee, agreeing to a revision to Exhibit "A" of the Agreement to provide for a reduction of the contractor fee from 5% to 2.5%.

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Section 3. The City Commission hereby further accepts and confirms the assignment of the Agreement to Facility Contract Services, LLC, a copy of the assignment agreement is attached hereto as **Exhibit "B"** and incorporated herein, and affirms that Facility Contract Services, LLC, is bound by the terms set forth in both **Exhibit "A"** and **Exhibit "B"**, subject to the terms and conditions as set forth herein.

Section 4. All resolutions or parts of resolutions on in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

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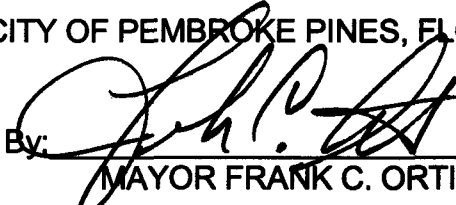
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PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF
PEMBROKE PINES, FLORIDA, THIS 3rd DAY OF DECEMBER, 2008.

ATTEST:


JUDITH A. NEUGENT, CITY CLERK

CITY OF PEMBROKE PINES, FLORIDA

By: 
MAYOR FRANK C. ORTIS

ORTIS	<u>AYE</u>
CASTILLO	<u>NAY</u>
McCLUSKEY	<u>AYE</u>
SHECHTER	<u>AYE</u>
SIPLE	<u>NAY</u>

APPROVED AS TO FORM:


OFFICE OF THE CITY ATTORNEY





The Haskell Company
111 Riverside Avenue
Jacksonville, Florida 32202

tel 904 791-4500
fax 904 791-4699
www.thehaskellco.com

Charlie Rocheleau
Director of Project Development

November 12, 2008

Re: City of Pembroke Pines
Facility Maintenance Contract
***Cost Saving Restructuring of
Facility Maintenance Contract***

Mr. Daniel A. Rotstein
Human Resources/Risk Management Director
City of Pembroke Pines
Division of Human Resources
10100 Pines Boulevard
Pembroke Pines, Florida 33026

Dear Dan:

In response to the City's request for Haskell to provide cost saving initiatives and efficiency increases, we have been working hard over the past two months to develop a proposed plan to restructure the Facility Maintenance Contract ("FMC") in a way that will reduce costs while increasing benefits to the City.

We are pleased to advise that as a result of our efforts, we are now able to present a restructured FMC, which we understand will result in an immediate and ongoing savings to the City, by placing the FMC employees into a specific risk pool. These savings will be accomplished through the assignment of the existing FMC to Facilities Contract Services, LLC. As a result, the City will significantly reduce recurring costs without reducing the quality of City services and operations.

Haskell has been able to provide the highest level of service to the City over the past nine years, and we are pleased that the proposed restructuring of the FMC offers an equal level of service with even more benefits to the City. The restructured FMC will include increased training opportunities for the employees, same level of retirement and health benefits options, and new productivity tracking and analysis. Moreover, it will provide continuity of management and labor within the Facilities Management operation, coupled with the value added human resources from ADP. This approach will ensure continuity and program efficiency.

We propose that the City consent to the assignment of the existing contract and implementation of the cost saving initiative at the City's November 19, 2008, Commissioning Meeting, with an effective date of January 1, 2009. This timing is essential to capture the savings, as well as to avoid the requirement for FMC employees to switch their health care provider during a plan year.



Mr. Daniel A. Rotstein
November 12, 2008
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We look forward to continuing our long standing service and commitment to the City. If you have any questions, or if you would like to discuss our proposed restructuring of the FMC in more detail, please call me at (954) 322-2401 extension 13.

Sincerely,

A handwritten signature in blue ink, appearing to read 'C. Rocheleau'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Charlie E. Rocheleau