



**EIGHTH AMENDMENT TO AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
SOUTH FLORIDA INSTITUTE ON AGING, INC.**

**THIS IS AN AGREEMENT ("Agreement")**, dated this \_\_\_\_\_ day of \_\_\_\_\_, **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

**SOUTH FLORIDA INSTITUTE ON AGING, INC.**, a Not For Profit Corporation as listed with the Florida Division of Corporations, and with a business address of **2038 North Dixie Highway Suite 201, Fort Lauderdale, FL 33305**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

**WHEREAS**, on **May 21, 2012**, the CITY and CONTRACTOR entered into the Original Agreement ("Original Agreement") for an initial **one (1) year** period, commencing on **May 21, 2012** and expiring on **May 21, 2013**; and,

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

**WHEREAS**, on **April 9, 2013**, the Parties executed the First Amendment to the Original Agreement, for the first, **one (1) year** renewal term commencing on **May 21, 2013** and terminating on **May 21, 2014**; and,

**WHEREAS**, on **June 18, 2014**, the Parties executed the Second Amendment to the Original Agreement, as amended, for the second, **one (1) year** renewal term commencing on **May 21, 2014** and terminating on **May 21, 2015**; and,

**WHEREAS**, on **July 1, 2015**, the Parties executed the Third Amendment to the Original Agreement, as amended, for the third, **one (1) year** renewal term commencing on **May 21, 2015** and terminating on **May 21, 2016**; and,

**WHEREAS**, on **April 7, 2016**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, for the fourth, **one (1) year** renewal term commencing on **May 21, 2016** and terminating on **May 21, 2017**; and,



**WHEREAS**, on **April 24, 2017**, the Parties executed the Fifth Amendment to the Original Agreement, as amended, for the fifth, **one (1) year** renewal term commencing on **May 22, 2017** and terminating on **May 21, 2018**; and,

**WHEREAS**, on **July 28, 2018**, the Parties executed the Sixth Amendment to the Original Agreement, as amended, for the sixth, **one (1) year** renewal term commencing on **May 21, 2018** and terminating on **May 21, 2019**; and,

**WHEREAS**, on **March 14, 2019**, the Parties executed the Seventh Amendment to the Original Agreement, as amended, to include the provisions for Scrutinized Companies as required by statutory amendments imposed since the Parties entered into the Original Agreement and to renew the Agreement for the seventh, **one (1) year** renewal term commencing on **May 21, 2019** and terminating on **May 20, 2020**; and,

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

**WHEREAS**, the Parties desire to amend the Original Agreement, as amended, to 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 eighth **one (1) year** renewal term 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.** The Original Agreement, as amended, is hereby amended by the addition of Article 13, as set forth below:

13. **PUBLIC RECORDS** The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

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

13.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied





within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

13.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

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

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

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
601 CITY CENTER WAY, 4<sup>th</sup> FLOOR  
PEMBROKE PINES, FL 33025  
(954) 450-1050  
[mgraham@ppines.com](mailto:mgraham@ppines.com)**

**SECTION 3.** Section 3 of the Seventh Amendment contains a scrivener's error and is hereby amended as set forth below:

The Original Agreement is hereby renewed for the **seventh, one (1) year renewal** period commencing on ~~June 1, 2019~~ **May 21, 2019** and terminating on ~~May 31, 2020~~ **May 20, 2020**.

**SECTION 4.** The Original Agreement is hereby renewed for the **eighth, one (1) year renewal** period commencing on **May 21, 2020** and terminating on **May 20, 2021**.

**SECTION 5.** In the event of any conflict or ambiguity by and between the terms and provisions of this Eighth Amendment, the Seventh Amendment, the Sixth Amendment, the Fifth Amendment, the Fourth Amendment, the Third Amendment, the Second Amendment, the First



Amendment, and the Original Agreement, the terms and provisions of this Eighth Amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 6.** The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment and this Eighth Amendment shall remain in full force and effect, except as specifically modified herein.

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

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

ATTEST:

**CITY:**

CITY OF PEMBROKE PINES

\_\_\_\_\_  
MARLENE D. GRAHAM,  
CITY CLERK

BY: \_\_\_\_\_  
CHARLES F. DODGE  
CITY MANAGER

APPROVED AS TO FORM

Print Name: \_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

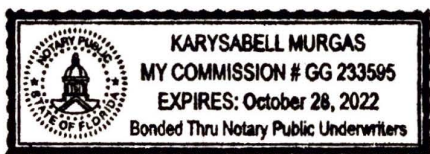
**CONTRACTOR:**

SOUTH FLORIDA INSTITUTE ON AGING, INC.

By: Rachelle Faublas  
Name: Rachelle Faublas  
Title: SOFIAcare Director

STATE OF Florida )  
COUNTY OF Broward ) ss:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 8th day of May, 2020, by Rachelle Faublas, of **SOUTH FLORIDA INSTITUTE ON AGING, INC.**, a Florida, Not For Profit Corporation, on behalf of the corporation. He/she ☐ is personally known to me or ☐ has produced Florida Driver License as identification.



NOTARY PUBLIC

Karysabell Murgas  
(Name of Notary Typed, Printed or Stamped)

Notary Public  
Title or Rank

GG 233595

Serial Number, if any





**SEVENTH AMENDMENT TO AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
SOUTH FLORIDA INSTITUTE ON AGING, INC.**

THIS AGREEMENT, dated this 14th day of March ~~February~~ 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

**SOUTH FLORIDA INSTITUTE ON AGING, INC. f/k/a IMPACT BROWARD, INC.**, a not for profit corporation authorized to do business in the State of Florida, with a business address of **2038 North Dixie Highway, Suite #201, Wilton Manors, FL 33305**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "Parties".

**WHEREAS**, the CONTRACTOR provides individuals to volunteer to provide services for the CITY at the CITY's Southwest Focal Point Community Center; and,

**WHEREAS**, the CITY provides public services to its residents and other individuals at the Southwest Focal Point Senior Center ("Center"), including health support services to individuals; and,

**WHEREAS**, on **May 21, 2012**, the Parties entered into the Original Agreement for the CONTRACTOR to provide volunteers to assist their clients at the Center for an initial **one (1) year period**, which expired on **May 21, 2013**; and,

**WHEREAS**, the Original Agreement authorized the renewal of the Agreement for additional one (1) year periods upon the execution of a written amendment; and,

**WHEREAS**, on **April 9, 2013**, the Parties executed the First Amendment to the Original Agreement, for the **first one (1) year renewal term** commencing on **May 21, 2013** and terminating on **May 21, 2014**; and,

**WHEREAS**, on **June 18, 2014**, the Parties executed the Second Amendment to the Original Agreement, as amended, for the **second one (1) year renewal term** commencing on **May 22, 2014** and terminating on **May 21, 2015**; and,

**WHEREAS**, on **July 1, 2015**, the Parties executed the Third Amendment to the Original Agreement, as amended, for the **third one (1) year renewal term** commencing on **May 22, 2015** and terminating on **May 21, 2016**; and,



**WHEREAS**, on **April 7, 2016**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, for the **fourth one (1) year renewal term** commencing on **May 22, 2016** and terminating on **May 21, 2017**; and,

**WHEREAS**, on **April 24, 2017**, the Parties executed the Fifth Amendment to the Original Agreement, as amended, for the **fifth, one (1) year renewal term** commencing on **May 22, 2017** and terminating on **May 21, 2018**; and,

**WHEREAS**, on **July 28<sup>th</sup>, 2018**, the Parties executed the Sixth Amendment to the Original Agreement, as amended, for the **sixth, one (1) year renewal term** commencing on **May 22, 2018** and terminating on **May 21, 2019**; and,

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

**WHEREAS**, the Parties desire to amend the Original Agreement, as amended, to include certain provisions required by statutory amendments adopted since the Parties entered into the Original Agreement; and,

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

#### **WITNESSETH**

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

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

**SECTION 2.** The Parties hereby agree that **Article 12 – Scrutinized Companies** is added to include the following:

12. **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:



12.1 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

12.2 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:

12.2.1 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

12.2.2 Is engaged in business operations in Syria.

**SECTION 3.** The Original Agreement is hereby renewed for the **seventh, one (1) year renewal** period commencing on **June 1, 2019** and terminating on **May 31, 2020**.

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

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

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

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

ATTEST:

  
MARLENE D. GRAHAM, 3/14/19  
CITY CLERK

CITY:

CITY OF PEMBROKE PINES

BY:   
CHARLES F. DODGE  
CITY MANAGER

APPROVED AS TO FORM

  
OFFICE OF THE CITY ATTORNEY




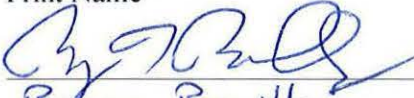
CONTRACTOR:

SOUTH FLORIDA INSTITUTE ON AGING,  
INC. f/k/a IMPACT BROWARD, INC.,

BY:   
Print Name: Peter Kates

Title: CEO

WITNESSES  
  
Kathy Leone  
Print Name

  
Bryan Bowlby  
Print Name

STATE OF Florida

COUNTY OF Broward ) ss:



BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Peter Kates as CEO of **SOUTH FLORIDA INSTITUTE ON AGING, INC. f/k/a IMPACT BROWARD, INC.**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **SOUTH FLORIDA INSTITUTE ON AGING, INC. f/k/a IMPACT BROWARD, INC.** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

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

NOTARY PUBLIC  
Diane Smith  
(Name of Notary Typed, Printed or Stamped)



# City of Pembroke Pines, FL

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

## Agenda Request Form

**Agenda Number: 3(R)**

**File ID:** 19-0182

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 02/11/2019

**Short Title:**

**Final Action:** 02/20/2019

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

(A) NC4 Public Sector LLC - Purchase of Crime Fighting Software Package to Assist Officers in Combatting Crime.

(B) MACCABI LANDSCAPE SERVICES, INC. - GROUNDS MAINTENANCE, CITYWIDE.

(C) TROPICAL TOUCH GARDEN CENTER - GROUNDS MAINTENANCE, CITYWIDE.

(D) BAPTIST HEALTH SOUTH FLORIDA - PROGRAMMING TO IMPROVE THE HEALTH AND WELLNESS OF MEMBERS OF COPP/SENIOR CENTER.

(E) SOUTH FLORIDA INSTITUTE ON AGING, INC. - VOLUNTEERING SERVICES AT SOUTHWEST FOCAL POINT SENIOR CENTER.

(F) SAFEGUARD SERVICES, INC. - JANITORIAL SERVICES FOR THE POLICE DEPARTMENT

(G) UNIVERSITY OF NORTH FLORIDA TRAINING AND SERVICES INSTITUTE - FUNDNG FOR PARTICIPATION IN PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN.

(H) FORT BEND SERVICES, INC. - PURCHASE OF FBS C1685.

(I) MORTON SALT, INC. - PURCHASE OF SODIUM CHLORIDE (SOLAR SALT).

(J) NALCO COMPANY - PURCHASE OF POTASSIUM PHOSPHATE (7396).

(K) VITAS HEALTHCARE CORPORATION - PALLIATIVE AND HOSPICE CARE.

(L) ACCESS BUILDERS, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.

(M) COSUGAS, LLC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.

(N) EPS BUILDING CONSTRUCTION CORP. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS (EXPANSION).

(O) FLEMING EXECUTIVE GROUP, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.

(P) FUNDAMENTAL ENGINEERING & CONSTRUCTION, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.

(Q) GDS CONSTRUCTION GROUP, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.

(R) JAMES JOYCE CONSTRUCTION CORP. - HOME REPAIR PROJECTS.

(S) PROFICIENT CONSTRUCTION COMPANY - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS (EXPANSION).

(T) R & B REMODELING, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.

(U) RICMON GROUP, LLC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS (EXPANSION).

(V) STACY BOMAR CONSTRUCTION, LLC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.

(W) WHYTE-WAY CONSTRUCTION, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.

(X) WORK 4 U CORP. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.

(Y) ALLIED UNIVERSAL CORP. - PURCHASE OF LIQUID CHLORINE IN ONE-TON CYLINDERS (CO-OP).



\*Agenda Date: 02/20/2019

Agenda Number: 3(R)

**Internal Notes:**

**Attachments:** 1. Contract Database Report - February 20, 2019 (Final), 2. NC4 Public Sector LLC -Software Agreement (All Back Up to Master), 3. Maccabi Landscape, Corp - Citywide Trees, Plants & Other Landscape Materials (ALL BACKUP)(AI), 4. Tropical Touch Garden, Inc - Citywide Trees, Plants (ALL BACKUP)(AI), 5. Baptist Health South Florida, Inc. -Professional Health and Wellness Events – Community Services Dept. (ALL BACKUP)(AI), 6. South Florida Institute on Aging, Inc. - Volunteering Services (ALL BACKUP)(AI), 7. Safeguard Services, Inc. - Janitorial Services at the Police Department (ALL BACKUP)(AI), 8. University of North Florida Grant Training and Services Institute, Inc. - DBA (IPTM) (ALL BACKUP), 9. Fort Bend - Purchase of FBS C1685 - Previously C1282 (ALL BACKUP)(AI), 10. Morton Salt, Inc. - CO-OP Agreement (ALL BACKUP) (1), 11. Nalco Company, LLC - Purchase of Potassium Phosphate (7396) (ALL BACKUP)(AI), 12. Vitas Healthcare Corporation - Original Agreement - (ALL BACKUP)(AI), 13. Access Builders, Inc - General Contractors for Home Repair Projects - (ALL BACKUP), 14. Cosugas LLC - General Contractors for Home Repair Projects ( FULLY EXECUTED), 15. EPS Building Construction Corp - GC for Home Repair Projects (Expansion)(ALL BACKUP), 16. Fleming Executive Group, Inc - General Contractors for Home Repair Projects (ALL BACKUP), 17. Fundamental Engineering and Construction - General Contractors for Home Repair Projects (ALL BACKUP), 18. GDS Construction Group, Inc - General Contractors for Home Repair Projects (ALL BACKUP), 19. James Joyce Construction Corp - General Contractors for Home Repair Projects (FULLY EXECUTED), 20. Proficient Construction Company - General Cotractors for Home Repair Projects (Expansion)(ALL BACKUP), 21. R & B Remodeling, Inc - General Contractors for Home Repair Projects (ALL BACKUP), 22. RicMon Group LLC - General Cotractors for Home Repair Projects (Expansion)(ALL BACKUP), 23. Stacy Bomar Construction LLC - General Contractors for Home Repair Projects (ALL BACKUP), 24. Whyte-Way Construction, Inc - General Contractors for Home Repair Projects (ALL BACKUP), 25. Work 4 U Corp - General Contractors for Home Repair Projects ALL BACKUP, 26. Allied Universal Corp. - Chlorine, Liquid in Cylinders CO-OP (2017-2019)

- |   |  |            |         |      |
|---|--|------------|---------|------|
| 1 | City Commission  | 02/20/2019 | approve | Pass |
|   | <b>Action Text:</b> Motion was made on 3(B) by Commissioner Siple, seconded by Commissioner Castillo, to approve the Contract Database Report recommendation on Maccabi Landscape Services, Inc-Grounds Maintenance, Citywide. Commissioner Siple asked for a clarification of the cost because it was not listed in the item. Procurement Director Mark Gomes said the cost was \$1,000,000 dollars, for additional plant materials and work to be done citywide. The motion carried by the following vote:<br>Aye: - 5 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz,<br>Commissioner Siple, and Vice Mayor Good Jr.<br>Nay: - 0 |            |         |      |
| 1 | City Commission  | 02/20/2019 | approve | Pass |
|   | <b>Action Text:</b> Motion was made on Item 3(C) by Commissioner Siple, seconded by Commissioner Castillo, to approve the Contract Database Report recommendation on Tropical Touch Garden Center-Grounds Maintenance Citywide. The motion carried by the following vote:<br>Aye: - 5 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz,<br>Commissioner Siple, and Vice Mayor Good Jr.<br>Nay: - 0  |            |         |      |
| 1 | City Commission  | 02/20/2019 | approve | Pass |

**Action Text:** A motion on Item 3(D) was made by Commissioner Siple, seconded by Commissioner Schwartz, to approve the Contract Database Report recommendation on Baptist Health South Florida-Programming to improve the health and wellness of members of the City of Pembroke Pines Senior Center.

Commissioner Siple said since the Commission was being asked to approve the original agreement, and the original agreement said four (4) classes, and the amendment to the agreement states two (2) classes monthly.

Finance Director Lisa Chong said the amendment to the agreement reduced the number of classes per month to two (2).

The motion carried by the following vote:. The motion carried by the following vote:

**Notes:**

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

Nay: - 0

1 City Commission 02/20/2019 approve Pass

**Action Text:** A motion on Item 3(R) was made by Commissioner Siple, seconded by Commissioner Schwartz, to approve the Contract Database Report recommendation on James Joyce Construction Corp-Home Repair Projects.

**Notes:**

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

Nay: - 0

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

(A) NC4 Public Sector LLC - Purchase of Crime Fighting Software Package to Assist Officers in Combatting Crime.

(B) MACCABI LANDSCAPE SERVICES, INC. - GROUNDS MAINTENANCE, CITYWIDE.

(C) TROPICAL TOUCH GARDEN CENTER - GROUNDS MAINTENANCE, CITYWIDE.

(D) BAPTIST HEALTH SOUTH FLORIDA - PROGRAMMING TO IMPROVE THE HEALTH AND WELLNESS OF MEMBERS OF COPP/SENIOR CENTER.

(E) SOUTH FLORIDA INSTITUTE ON AGING, INC. - VOLUNTEERING SERVICES AT SOUTHWEST FOCAL POINT SENIOR CENTER.

(F) SAFEGUARD SERVICES, INC. - JANITORIAL SERVICES FOR THE POLICE DEPARTMENT

(G) UNIVERSITY OF NORTH FLORIDA TRAINING AND SERVICES INSTITUTE - FUNDNG FOR PARTICIPATION IN PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN.

(H) FORT BEND SERVICES, INC. - PURCHASE OF FBS C1685.

(I) MORTON SALT, INC. - PURCHASE OF SODIUM CHLORIDE (SOLAR SALT).

(J) NALCO COMPANY - PURCHASE OF POTASSIUM PHOSPHATE (7396).

(K) VITAS HEALTHCARE CORPORATION - PALLIATIVE AND HOSPICE CARE.

(L) ACCESS BUILDERS, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.

(M) COSUGAS, LLC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.

(N) EPS BUILDING CONSTRUCTION CORP. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS (EXPANSION).

(O) FLEMING EXECUTIVE GROUP, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.

(P) FUNDAMENTAL ENGINEERING & CONSTRUCTION, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.

(Q) GDS CONSTRUCTION GROUP, INC. - GENERAL CONTRACTORS FOR HOME



REPAIR PROJECTS.

(R) JAMES JOYCE CONSTRUCTION CORP. - HOME REPAIR PROJECTS.

(S) PROFICIENT CONSTRUCTION COMPANY - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS (EXPANSION).

(T) R & B REMODELING, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.

(U) RICMON GROUP, LLC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS (EXPANSION).

(V) STACY BOMAR CONSTRUCTION, LLC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.

(W) WHYTE-WAY CONSTRUCTION, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.

(X) WORK 4 U CORP. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.

(Y) ALLIED UNIVERSAL CORP. - PURCHASE OF LIQUID CHLORINE IN ONE-TON CYLINDERS (CO-OP).

**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 December 2018, January and February 2019 Contract Database Report.

**(A) NC4 PUBLIC SECTOR LLC - PURCHASE OF CRIME FIGHTING SOFTWARE PACKAGE TO ASSIST OFFICERS IN COMBATting CRIME.**

1. On August 5, 2015, the City Commission approved to enter into Software License and

Management Services Agreement for an initial three (3) year period commencing on August 20, 2015 and ending on August 19, 2018.

2. The City of Pembroke Pines Police Department utilizes NC4 Public Sector LLC for the officers to have the capability to create real time crime bulletins for a wanted subject or missing person which includes photographs and video.

3. Pursuant to Section 12.1 of the Original Agreement, this agreement shall renew in yearly or greater increments upon written notice by Customer of its intent to renew upon thirty (30) days prior to the end of any term.

4. On July 12, 2016, the Parties agreed to start the maintenance period effective May 1, 2016, extending the Original Agreement to April 30, 2019.

5. The City of Pembroke Pines Police Department recommends that the City renew this Agreement for an additional one (1) year term, commencing on May 1, 2019 and expiring April 30, 2020, as allowed by the agreement.

#### **(B) MACCABI LANDSCAPE SERVICES, INC. & - GROUNDS MAINTENANCE, CITYWIDE**

1. On February 21, 2018, the City Commission approved to enter into a Contractual Services Agreement to provide and/or install trees, plants and other landscaping materials throughout the City of Pembroke Pines on as needed basis in accordance to landscape plan and specifications for projects as they arise for an initial one (1) year period commencing on April 9, 2018 and expiring on April 8, 2019.

2. The City of Pembroke Pines Public Service Department desire to amend the Original Agreement to include additional trees, plants, that may be utilized by the Contractor as requested by the City, on as needed basis.

3. Pursuant to section 3.1 of the Original Agreement, the Agreement may be renewed for one (1) additional one (1) year term.

4. The Public Services Department recommends renewal of the Original Agreement for its final one (1) year term, commencing on April 9, 2019 and expiring April 8, 2020, as allowed by the agreement.

#### **(C) TROPICAL TOUCH GARDEN CENTER - GROUNDS MAINTENANCE, CITYWIDE**

1. On September 6, 2017, the City Commission authorized the advertisement of PSPW-17-06 "Citywide Trees, Plants, and Other Landscaping Materials", which was advertised on October 23, 2017.

2. On February 21, 2018, the City Commission approved to enter into a Contractual Services

Agreement to provide and/or install trees, plants and other landscaping materials throughout the City of Pembroke Pines on as needed basis in accordance to landscape plan and specifications for projects as they arise for an initial one (1) year period commencing on April 3, 2018 and expiring on April 2, 2019.

3. The City of Pembroke Pines Public Service Department desire to amend the Original Agreement to include additional trees, plants, that may be utilized by the Contractor as requested by the City, on as needed basis.

4. Pursuant to section 3.1 of the Original Agreement, the Agreement may be renewed for one (1) additional one (1) year term.

5. The City of Pembroke Pines Public Services Department recommends that the City renew this Agreement for its final one (1) year term, commencing on April 3, 2019 and expiring April 2, 2020, as allowed by the agreement.

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

1. On February 19, 2014, the City Commission approved to enter into an agreement with Baptist Health South Florida, Inc. for an initial one (1) year period commencing on March 3, 2014 and ending on March 2, 2015.

2. The City of Pembroke Pines Southwest Focal Point Senior Center provides reasonable space for classes for a minimum of 20 participants. Baptist Health South Florida, Inc. has been offering programming to improve the health and wellness of the members. Exercise classes are provided by qualified professional at no cost to the participants.

3. On January 17, 2018 the Commission approved an Amendment to reduce the classes sponsored by Baptist Health of South Florida, Inc. from (4) to two (2) classes monthly.

4. Pursuant to Section 8 of the Original Agreement, the term may be extended for additional one (1) year renewal terms upon the execution of a written amendment.

5. To date, the agreement has had six Amendments, including four (4) one (1) year renewals which extended the term of the agreement to May 31, 2019.

6. The Community Services Department recommends the renewal of the Original Agreement for an additional one (1) year term, commencing on June 1, 2019 and expiring on May 31, 2019, as followed by the agreement.

**(E) SOUTH FLORIDA INSTITUTE ON AGING, INC. - VOLUNTEERING SERVICES AT SOUTHWEST FOCAL POINT SENIOR CENTER**



1. On May 21, 2012, the City entered into an Agreement with South Florida Institute on Aging, Inc. f/k/a Impact Broward, Inc. for a one (1) year period, which expired on May 21, 2013 to provide volunteer services at the City's Southwest Focal Point Community Center.
2. Pursuant to section 1(B) of the Original Agreement, the Agreement may be renewed for additional one (1) year terms.
3. To date, the agreement has had six Amendments, which extended the term of the agreement to May 21, 2019.
3. The City's Community Services Department recommends the renewal of the Original Agreement for its final one (1) year term, commencing on May 21, 2019 and expiring on May 20, 2020, as allowed by the agreement.

**(F) SAFEGUARD SERVICES, INC. - JANITORIAL SERVICES FOR THE POLICE DEPARTMENT**

1. On May 6, 2015, the City Commission approved to enter into an agreement with Safeguard Services, Inc. for an initial two (2) year period to perform janitorial services to three locations of the police department. The locations are East Station, West Station and Training Facility.
2. On November 30, 2015, the Parties executed the First Amendment to the Original Agreement to waive the Performance Bond.
3. On July 6, 2017, the Parties executed the Second Amendment to the Original Agreement to renew exercise the first renewal option.
4. On September 4, 2018, the Parties executed the Third Amendment to the Original Agreement to add janitorial services to the VIN office.
5. The Police Department recommends the renewal of the Original Agreement for its final two (2) year term commencing June 1, 2019 and terminating on May 31, 2021, as allowed by the agreement.

**(G) UNIVERSITY OF NORTH FLORIDA TRAINING AND SERVICES INSTITUTE INC. DBA INSTITUTE OF POLICE TECHNOLOGY AND MANAGEMENT (IPTM)- FUNDNG FOR PARTICIPATION IN PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN.**

1. On October 17, 2018, the City Commission approved to enter into an agreement where the Florida Department of Transportation, through a partnership with the Institute of Police Technology and Management (IPTM) at the University of North Florida in Jacksonville was seeking law enforcement support to educate and enforce safe pedestrian, bicyclist, and driver behaviors in high priority counties identified throughout the state.

2. The Parties entered in to the agreement on October 31, 2018 with a termination date of May 17, 2019.
3. The agreement does not allow for renewal terms.
4. The Police Department will apply for another period once the applications become available, which is expected around August 2019.

**(H) FORT BEND SERVICES, INC. - PURCHASE OF FBS C1685**

1. On May 20, 2015 the City Commission approved to enter into a Purchasing Agreement with Fort Bend Services, Inc. for an initial one (1) year period, commencing on June 1, 2015 and expiring May 31, 2016.
2. The City of Pembroke Pines Utilities Department utilizes Fort Bend Services to provide FBS C1282 Polymer for Wastewater Bio-solids De-watering at the City's centrifuges.
3. Pursuant to Section 2.2 of the Original Agreement, the term can be renewed for additional one (1) year periods upon mutual consent, evidenced by a written Amendment.
4. To date, the Parties have exercised their option to renew the agreement twice extending the term to May 31, 2019.
5. The Utilities Department recommends that the City approve the Fourth Amendment to renew the Agreement for an additional one (1) year term commencing on June 1, 2019 and expiring on May 31, 2020, as allowed by the agreement.

**(I) MORTON SALT, INC. - PURCHASE OF SODIUM CHLORIDE (SOLAR SALT)**

1. On May 31, 2017, the City entered into a CO-OP Agreement utilizing the Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) Bid # 2017-024 with Morton Salt, Inc. for an initial one (1) year period, expiring May 30, 2018.
2. The City of Pembroke Pines Utilities Department utilizes Morton Salt, Inc. as the primary provider for Bulk (tank load) deliveries of Sodium Chloride, Solar Salt.
3. Pursuant to Section 5.01 of the Co-Op Agreement, the term may be renewed for three (3) additional one (1) year terms upon mutual written consent.
4. To date, the Parties have exercised their first renewal option which commenced on May 31, 2018 and terminates on May 30, 2019.
4. The Utilities Department recommends that the City approve the renewal of the Agreement, for the second additional one (1) year term commencing May 31, 2019 and terminating on May 30, 2020, as allowed by the agreement.

**(J) NALCO COMPANY - PURCHASE OF POTASSIUM PHOSPHATE (7396)**

1. On May 20, 2015, the City Commission approved to enter into an agreement with Nalco Company for an initial one (1) year period commencing on June 1, 2015 and ending on May 31,

2016.

2. The City of Pembroke Pines Utilities Department utilizes Nalco Company for the purchase and delivery of Potassium Phosphate (Nalco 7396).
3. Pursuant to Section 2.2 of the Original Agreement, the term may be renewed for additional one (1) year terms upon mutual written consent.
4. On September 14, 2016, the City and Nalco Company agreed to amend the Original Agreement to add the option to purchase less than bulk load shipments of 44,999 pounds or less at a price of \$1.44 per pound, in addition to the full bulk load shipments of 45,000 pounds or more at a price of \$0.99 per pound.
5. To date, the Agreement has had five Amendments, including three (3) one (1) year renewals which extended the term of the Agreement to May 31, 2019.
6. The Utilities Department recommends that the City renew this Agreement for an additional one (1) year term, commencing on June 1, 2019 and ending on May 31, 2020, as allowed by the agreement.

#### **(K) VITAS HEALTHCARE CORPORATION - PALLIATIVE AND HOSPICE CARE**

1. On June 6, 2011, the City entered into an agreement with Vitas Healthcare Corporation for a one (1) year period expiring June 5, 2012.
2. To date, the agreement has had seven (7) Amendments for seven (7) one (1) year renewals which extended the term of the agreement to June 5, 2019.
3. The City of Pembroke Pines Community Services Department utilizes Vitas Healthcare Corporation to provide bereavement support services, as well as information concerning hospice, palliative care and other related topics to residents of the Southwest Focal Point Senior Center and other individuals.
4. Pursuant to section 1.B. of the Original Agreement, the Agreement may be renewed for additional one (1) year terms.
5. The City of Pembroke Pines Community Services recommends that the City renew the Agreement for an additional one (1) year term, commencing on June 6, 2019 and expiring June 5, 2020, as allowed by the agreement.

#### **(L) ACCESS BUILDERS, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS**

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.

2. On June 13, 2018, the City entered into such an Agreement with Access Builders, Inc. for a two (2) year period commencing nun pro tunc on June 8, 2017, and expiring June 7, 2019.
3. The City of Pembroke Pines Planning and Development Department utilizes Access Builders, Inc. from a pool of General Contractors approved by the City to perform a number of home repair services.
4. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
5. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

**(M) COSUGAS, LLC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS**

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
2. On May 29, 2018, the City entered into such an Agreement with Cosugas, LLC. for a two (2) year period commencing nun pro tunc on June 8, 2017, and expiring June 7, 2019.
3. The City of Pembroke Pines Planning and Development Department utilizes Cosugas, LLC from a pool of General Contractors approved by the City to perform a number of home repair services.
4. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
5. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

**(N) EPS BUILDING CONSTRUCTION CORP. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS (EXPANSION)**

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
2. On September 9, 2018, the City Commission approved the expansion of pool of General Contractors maintaining the expiration date of June 7, 2019.
3. On October 4, 2018, the City entered into such an Agreement with EPS Building Construction Corp. for a period beginning on October 4, 2018, and expiring June 7, 2019.
4. The City of Pembroke Pines Planning and Development Department utilizes EPS Building Construction Corp. from a pool of General Contractors approved by the City to perform a number of home repair services.
5. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
6. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

**(O) FLEMING EXECUTIVE GROUP, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS**

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
2. On June 4, 2018, the City entered into such an Agreement with Fleming Executive Group, Inc. for a two (2) year period commencing nun pro tunc on June 8, 2017, and expiring June 7, 2019.
3. The City of Pembroke Pines Planning and Development Department utilizes Fleming Executive Group, Inc. from a pool of General Contractors approved by the City to perform a number of home repair services.
4. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
5. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

**(P) FUNDAMENTAL ENGINEERING & CONSTRUCTION, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS**

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
2. On June 18, 2018, the City entered into such an Agreement with Fundamental Engineering & Construction, Inc. for a two (2) year period commencing nun pro tunc on June 8, 2017, and expiring June 7, 2019.
3. The City of Pembroke Pines Planning and Development Department utilizes Fundamental Engineering & Construction, Inc. from a pool of General Contractors approved by the City to perform a number of home repair services.
4. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
5. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

**(Q) GDS CONSTRUCTION GROUP, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS**

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
2. On June 5, 2018, the City entered into such an Agreement with GDS Construction Group, Inc. for a two (2) year period commencing nun pro tunc on June 8, 2017, and expiring June 7, 2019.
3. The City of Pembroke Pines Planning and Development Department utilizes GDS Construction Group, Inc. from a pool of General Contractors approved by the City to perform a number of home repair services.
4. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
5. The agreement does not allow for renewal terms, as such, the Planning and Development



Department will start the procurement process for these services.

**(R) JAMES JOYCE CONSTRUCTION CORP. - HOME REPAIR PROJECTS**

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
2. On June 4, 2017, the City entered into such an Agreement with James Joyce Construction Corp. for a two (2) year period commencing nunc pro tunc on June 8, 2017, and expiring June 7, 2019.
3. The City of Pembroke Pines Planning and Development Department utilizes James Joyce Construction Corp. from a pool of General Contractors approved by the City to perform a number of home repair services.
4. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
5. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

**(S) PROFICIENT CONSTRUCTION COMPANY - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS (EXPANSION)**

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
2. On September 9, 2018, the City Commission approved the expansion of pool of General Contractors maintaining the expiration date of June 7, 2019.
3. On October 3, 2018, the City entered into such an Agreement with Proficient Construction Company for a period ending on June 7, 2019.
4. The City of Pembroke Pines Planning and Development Department utilizes Proficient Construction Company from a pool of General Contractors approved by the City to perform a number of home repair services.
5. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
6. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

**(T) R & B REMODELING, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS**

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
2. On June 5, 2018, the City entered into such an Agreement with R & B Remodeling, Inc. for a two (2) year period commencing nun pro tunc on June 8, 2017, and expiring June 7, 2019.
3. The City of Pembroke Pines Planning and Development Department utilizes R & B Remodeling, Inc. from a pool of General Contractors approved by the City to perform a number

of home repair services.

4. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
5. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

**(U) RICMON GROUP, LLC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS (EXPANSION)**

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
2. On September 9, 2018, the City Commission approved the expansion of pool of General Contractors maintaining the expiration date of June 7, 2019.
3. On October 23, 2018, the City entered into such an Agreement with RicMon Group, LLC. for a period ending June 7, 2019.
4. The City of Pembroke Pines Planning and Development Department utilizes RicMon Group, LLC. from a pool of General Contractors approved by the City to perform a number of home repair services.
5. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
6. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

**(V) STACY BOMAR CONSTRUCTION, LLC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS**

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
2. On June 26, 2018, the City entered into such an Agreement with Stacy Bomar Construction, LLC. for a two (2) year period commencing nun pro tunc on June 8, 2017, and expiring June 7, 2019.
3. The City of Pembroke Pines Planning and Development Department utilizes R & B Remodeling, Inc. from a pool of General Contractors approved by the City to perform a number of home repair services.
4. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
5. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

**(W) WHYTE-WAY CONSTRUCTION, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS**

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8,

2017, and expiring June 7, 2019.

2. On June 4, 2018, the City entered into such an Agreement with Whyte-Way Construction, Inc. for a two (2) year period commencing *nun pro tunc* on June 8, 2017, and expiring June 7, 2019.

3. The City of Pembroke Pines Planning and Development Department utilizes R & B Remodeling, Inc. from a pool of General Contractors approved by the City to perform a number of home repair services.

4. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.

5. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

#### **(X) WORK 4 U CORP. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS**

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.

2. On June 5, 2018, the City entered into such an Agreement with Work 4 U Corp. for a two (2) year period commencing *nun pro tunc* on June 8, 2017, and expiring June 7, 2019.

3. The City of Pembroke Pines Planning and Development Department utilizes R & B Remodeling, Inc. from a pool of General Contractors approved by the City to perform a number of home repair services.

4. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.

5. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

#### **(Y) ALLIED UNIVERSAL CORP. - PURCHASE OF LIQUID CHLORINE IN ONE-TON CYLINDERS (CO-OP)**

1. On May 18, 2016 the City Commission approved to enter into a Co-Op Agreement with Allied Universal Corporation, through the Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) for an initial two (2) year period commencing on June 20, 2017, and expiring June 19, 2019.

2. The City of Pembroke Pines Utilities Department utilizes Allied Universal Corp. to purchase liquid chlorine in one-ton cylinders for the operation and maintenance of the City Utility System, on an as needed basis.

3. Pursuant to section I. of the Original Agreement, the term may be renewed for two (2) additional one (1) year terms.

4. The Utilities Department recommends that the City approve the First Amendment to renew this Agreement for the first additional one (1) year term commencing June 20, 2019 and expiring on June 19, 2020, as allowed by the agreement.

#### **FINANCIAL IMPACT DETAIL:**

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2019

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 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).

<b>PRODUCER</b> BB Insurance Marketing Inc 10167 W Sunrise Blvd, 3rd Floor Plantation FL 33322		<b>CONTACT</b> NAME: Certificate Department PHONE (A/C. No. Ext): 888-728-0817 E-MAIL ADDRESS: certificates@bbimi.com		<b>FAX</b> (A/C. No): 954-452-0450
		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : Philadelphia Indemnity Ins Co		18058
<b>INSURED</b> South Florida Institute on Aging, Inc. 2038 North Dixie Highway, Suite 201 Wilton Manors FL 33305		INSURER B : Technology Insurance Company		42376
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

**COVERAGES**

CERTIFICATE NUMBER: 1871407655

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK1931663	1/19/2019	1/19/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1931663	1/19/2019	1/19/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			PHUB662066	1/19/2019	1/19/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A			AWC1121145	1/13/2019	1/13/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Professional Liability Sexual Abuse/Molestation						Per Occurrence 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)

Volunteer Service Program located at 2038 N Dixie Hwy Suite 201 Wilton Manors FL 33305.

Certificate holder listed as additional insured with respects to general liability only as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**City of Pembroke Pines  
301 NW 103rd Ave  
Pembroke Pines FL 33026

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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**SIXTH AMENDMENT TO AGREEMENT BETWEEN  
IMPACT BROWARD, INC. AND THE CITY OF PEMBROKE PINES**

**THIS SIXTH AMENDMENT TO THE AGREEMENT** (the "Agreement") is made this 15<sup>th</sup> day of August, 2018, *nunc pro tunc* May 21, 2018, by and between SOUTH FLORIDA INSTITUTE ON AGING, INC. f/k/a IMPACT BROWARD, INC., hereinafter called the "Contractor", whose address is 2038 North Dixie Highway, Suite 201, Wilton Manors, Florida 33305, and THE CITY OF PEMBROKE PINES, hereinafter called the "City", whose address is 10100 Pines Boulevard, Pembroke Pines, Florida 33026. City and Contractor hereafter are collectively referred to as the "Parties".

**W I T N E S S E T H:**

**WHEREAS**, the Contractor provides individuals to volunteer to provide services for the City at the City's Southwest Focal Point Community Center; and

**WHEREAS**, the City provides public services to its residents and other individuals at the Southwest Focal Point Senior Center ("Center"), including health support services to individuals, and

**WHEREAS**, on May 21, 2012, the Parties entered into a one-year Agreement ("Original Agreement") with Contractor in order for Contractor to provide volunteers to assist their clients at the Center; and

**WHEREAS**, the City and Contractor, have on an annual basis entered into amendments to renew and extend the Original Agreement for additional one year terms; and

**WHEREAS**, on April 24, 2017, the Parties entered into a Fifth Amendment to the Original Agreement (the "Fifth Amendment") with the Contractor to extend the Agreement for an additional year, up to and including May 21, 2018; and

**WHEREAS**, the Parties desire to amend the Original Agreement to provide for a recognition of the corporate name change of the Contractor from Impact Broward, Inc. to South Florida Institute on Aging, Inc., and to renew the Original Agreement for an additional one (1) year term commencing, May 22, 2018 through May 21, 2019 (the "Sixth Amendment"); and

**WHEREAS**, the City finds that this Agreement serves both a municipal and public purpose, and will result in Contractor providing City residents with important services and information.

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein, the Contractor and the City agree as follows:

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

**SECTION 2.** City and Contractor hereby agree to amend the Original Agreement to provide for a name change for the Contractor from Impact Broward, Inc. to South Florida Institute on Aging, Inc.

**SECTION 3.** City and Contractor hereby agree to renew the Original Agreement for one (1) additional year, commencing on May 22, 2018 through May 21, 2019.

**SECTION 4.** The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

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

**CITY OF PEMBROKE PINES**

By: Charles F. Dodge  
Charles F. Dodge, City Manager

Date: \_\_\_\_\_

ATTEST:

Marlene D. Graham  
Marlene D. Graham, City Clerk

Approved as to Form:

DOTA  
Office of the City Attorney

**SOUTH FLORIDA INSTITUTE ON  
AGING, INC. f/k/a IMPACT  
BROWARD, INC.**

By: Peter Glueck  
Print Name: PETER GLUECK  
Title: PRESIDENT + CEO

(CORPORATE SEAL)

ATTEST:

By: Victoria Ruiz  
Print Name: Victoria Ruiz  
Title: SCP, Coordinator

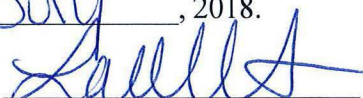
STATE OF FLORIDA )

)

COUNTY OF BROWARD )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of Impact Broward, Inc., an organization authorized to do business in the State of Florida, who is personally known to me or who has produced \_\_\_\_\_ as identification and acknowledged (s)he executed the foregoing Agreement as the proper official of Impact Broward, Inc., for the use and purposes mentioned in it and deed of Impact Broward, Inc.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State  
and County aforesaid on this 28<sup>th</sup> day of July, 2018.

  
NOTARY PUBLIC

My Commission Expires:

DNT:dnt





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2018

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 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).

<b>PRODUCER</b> BB Insurance Marketing Inc 10167 W Sunrise Blvd, 3rd Floor Plantation FL 33322	<b>CONTACT NAME:</b> Certificate Department	
	<b>PHONE (A/C, No, Ext):</b> 888-728-0817 <b>FAX (A/C, No):</b> 954-452-0450	
	<b>E-MAIL ADDRESS:</b> certificates@bbimi.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Philadelphia Indemnity Ins Co	18058
	<b>INSURER B:</b> Technology Insurance Company	42376
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**INSURED**  
Impact Broward, Inc  
2038 N Dixie Hwy Suite 201  
Wilton Manors FL 33305

IMPABRO-01

**COVERAGES****CERTIFICATE NUMBER:** 301828043**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 VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1742886	1/19/2018	1/19/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1742886	1/19/2018	1/19/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			PHUB608539	1/19/2018	1/19/2019	EACH OCCURRENCE \$1,000,000 AGGREGATE \$ \$
B	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below  Liquor Liability	Y/N	N/A	AWC1096039	1/13/2018	1/13/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 Per Occurrence 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)  
Volunteer Service Program located at 2038 N Dixie Hwy Suite 201 Wilton Manors FL 33305.  
Certificate holder listed as additional insured with respects to general liability only as required by written contract.

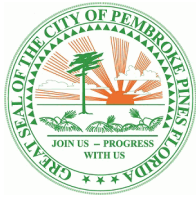
**CERTIFICATE HOLDER****CANCELLATION**

City of Pembroke Pines  
301 NW 103rd Ave  
Pembroke Pines FL 33026

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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# City of Pembroke Pines, FL

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

## Agenda Request Form

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**File ID:** 18-0750

**Type:** Agreements/Contracts

**Status:** Draft

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 07/12/2018

**Short Title:** IMPACT BROWARD

**Final Action:**

**Title:** MOTION TO APPROVE SIXTH AMENDMENT TO AGREEMENT BETWEEN SOUTH FLORIDA INSTITUTE ON AGING, INC., F/K/A IMPACT BROWARD, INC. AND CITY OF PEMBROKE PINES/SOUTHWEST FOCAL POINT SENIOR CENTER FOR A PERIOD OF ONE (1) YEAR TERM COMMENCING MAY 22, 2018 THROUGH MAY 21, 2019.

**\*Agenda Date:** 08/01/2018

**Agenda Number:**

**Internal Notes:**

**Attachments:**

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MOTION TO APPROVE SIXTH AMENDMENT TO AGREEMENT BETWEEN SOUTH FLORIDA INSTITUTE ON AGING, INC., F/K/A IMPACT BROWARD, INC. AND CITY OF PEMBROKE PINES/SOUTHWEST FOCAL POINT SENIOR CENTER FOR A PERIOD OF ONE (1) YEAR TERM COMMENCING MAY 22, 2018 THROUGH MAY 21, 2019.

**SUMMARY EXPLANATION AND BACKGROUND:**

1. Original Agreement was executed on May 21, 2012 for a period of one (1) year. Impact Broward, Inc. desires to amend the Original Agreement due to name change to South Florida Institute on Aging, Inc. The services provided are Senior Volunteer Companion with the purpose to provide its volunteers with a meaningful service opportunities. The Southwest Focal Senior Center will assign a program coordinator to recruit, interview and enroll the volunteers. Training and orientation will be provided to the volunteers on a monthly basis. Impact Broward, Inc. f/k/a South Florida Institute on Aging, Inc. is responsible to provide background check level II to their volunteers.
2. On April 9, 2013 First Amendment to Original Agreement was executed for an additional one (1) year. Second Amendment for the period of May 21, 2014 to May 21, 2015 executed on June 18, 2014. Third Amendment on July 1, 2015. Fourth Amendment on April 6, 2016 and, Fifth Amendment with Agenda 17-0202 was presented at the Commission Meeting of April, 2017. Both parties consent to renew the Original Agreement for one (1) additional year commencing May 22, 2018 through May 21, 2019.
3. On July 3, 2018 South Florida Institute on Aging, Inc. requested to expedite the execution of the Sixth Amendment. Due to the timing and the need to continue the program without interruption, City Manager could sign first and then have it ratified at the August 1, 2018 Commission Meeting.
4. Request to approved Sixth Amendment to South Florida Institute on Aging, Inc.

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

**FINANCIAL IMPACT DETAIL:**

- a) **Initial Cost:** No Cost to he 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					
Expenditures					
Net Cost					

- e) **Detail of additional staff requirements:** [Enter the number of positions, tiOntles and the full-time/part-time status; or "Not Applicable"]



Attachment \_\_\_\_\_

## CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Diame Smith, Assoc. Dir. on behalf of South Florida Institute on Aging  
Print Name and Title Company Name

certify that South Florida Institute on Aging does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

South Florida Institution Aging  
COMPANY NAME

Diane Smith  
SIGNATURE

DIANE Smith  
PRINT NAME

Senior Companion Prog. Director  
TITLE

**Must be executed and returned with attached proposal to be considered.**

**AGREEMENT BETWEEN IMPACT BROWARD, INC.  
AND  
THE CITY OF PEMBROKE PINES**

This AGREEMENT (the "Agreement") is made this 21 day of May 2012, by and between IMPACT BROWARD, INC., hereinafter called the "Contractor", whose address is 4701 NW 33<sup>rd</sup> Avenue, Oakland Park, Florida 33309, and THE CITY OF PEMBROKE PINES, hereinafter called the "City", whose address is 10100 Pines Boulevard, Pembroke Pines, Florida 33026.

**WITNESSETH:**

**WHEREAS**, the Contractor provides individuals to volunteer to provide services for the City at the City's Southwest Focal Point Community Center; and

**WHEREAS**, the City provides public services to its residents and other individuals at the Southwest Focal Point Senior Center ("Center"), including health support services to individuals, and

**WHEREAS**, the City desires to enter into an Agreement with Contractor in order for contractor to provide volunteers to assist their clients at the Center; and

**WHEREAS**, the finds that this Agreement serves both a municipal and public purpose, and will result in Contractor providing City residents with important services and information.

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein, the Contractor and the City agree as follows:

1. **TERM/TERMINATION:**

- A. The term of this Agreement shall commence on May 21, 2012 and terminate on May 21, 2013.
- B. Upon the expiration of the initial term, the parties may renew this Agreement for additional one (1) year terms based upon the mutual written agreement of the parties.
- C. Either party may terminate the Agreement at any time by giving to the other party at least thirty (30) days prior written notice in advance of the termination date.

2. **COOPERATION:** The City and the Contractor shall work together to provide for volunteers to perform services at the City's Southwest Focal Point Community Center ("Program"), and continually evaluate to determine the effectiveness of the Program. All services provided pursuant to this Agreement shall conform to the regulations governing the National Senior Companion Program as published in the Federal Register



3. CONTRACTOR'S RESPONSIBILITIES:

- A. Designate a Program Coordinator to serve as the liaison with the City.
- B. Recruit, interview and enroll volunteer(s). The volunteers will provide services as directed by the City to clients assigned to them by the City's staff.
- C. Provide 40 hours pre-service training and orientation to the volunteers with assistance as needed from the City. Provide orientation to City prior to placement of volunteers and at other times if needed.
- D. Arrange or provide in-service training for volunteers at least once a month for four hours with assistance as needed from the City.
- E. Work with the City supervisor of the volunteers regarding the volunteers' interactions with clients according to the criteria and procedures to be jointly agreed upon by the City and the program. It is understood that the City has the authority to direct, schedule, instruct and coordinate the activities of all volunteers assigned to it.
- F. Provide initial Level II background screening to volunteers to include criminal background check and employment if needed. Any other background checks desired by the City will be their responsibility. Any rechecks are the responsibility of Impact Broward.
- G. Furnish adequate accident and liability insurance as required by the Senior Service Corps guidelines.
- H. Arrange physical examinations for all volunteers, initially prior to assignment, and annually thereafter.
- I. In cooperation with the Program Advisory Council, arrange for appeal procedures to resolve problems between volunteers, and City staff related to the services being provided.
- J. Retain full responsibility for the management and fiscal control of the project.
- K. Insure a written Letter of Agreement is signed authorizing in-home service by the volunteer(s). Insure a Volunteer Assignment Plan specifying activities to be performed is current.
- L. Provide the City with a statement of service on a monthly basis.
- M. Establish a probationary period of two months or 60 calendar within which newly assigned volunteers shall be evaluated as to their performance. Acceptance of an assigned volunteer beyond this period shall constitute an agreement of satisfactory performance unless otherwise communicated in writing prior to the end of this probationary period.

4. THE CITY'S RESPONSIBILITIES:

- A. Designate City representative to act as liaison with Contractor.
- B. Designate a person to supervise the day to day activities of the volunteer(s) and evaluate their performance. Assist in documenting performance problems of the volunteer and work with program staff on determining corrective and disciplinary procedures.

- C. Inform the Contractor of the City's acceptance of a volunteer at the end of the two month probationary period. The City should notify the Contractor of problems with the performance of any volunteer during the probationary period or at any time necessary for the satisfactory delivery of services to the City's clients.
- D. Direct and arrange schedules for volunteer(s) that utilizes their skills and training.
- E. Provide for adequate health and safety protection of volunteers. In consultation with the Contractor, make investigations and reports regarding accidents and injuries involving volunteers.
- F. Assist the Contractor in developing and implementing the necessary record keeping and communication systems required by both parties.
- G. Assist the Contractor's staff in responding to emergencies that may occur when volunteers are on duty.
- H. Collect and validate if needed or requested appropriate volunteer reports for submission to the Program, i.e., time sheets, travel vouchers Volunteer Assignment Plans, evaluations, client satisfaction surveys, baseline surveys, etc.
- I. Develop or utilize existing Volunteer Assignment Plans with specific goals and objectives for services to each City client.
- J. Inform the Contractor in a timely fashion of problems that may develop between volunteers and City staff or City clients.
- K. Allow the Contractor's staff access to City's client's information as necessary in the conduct of the Program's monitoring responsibility, within the confidentiality restrictions imposed by the City.
- L. Facilitate each volunteer first visit when assigned to a new City client.
- M. Participate in training for Case Managers or other City staff conducted or sponsored by the Contractor in order to improve the delivery of services to City clients and to improve the communication and the relationship between the parties concerned.
- N. Assist in recruitment, orientation instruction, and other project related activities to enhance services to City clients.
- O. Have the right to request the Contractor to reassign the volunteer at any time.
- P. Assures that City will not discriminate against volunteers or in the operation of its program on the basis of race; color; national origin; including individuals with limited English proficiency; sex; age; political affiliation; religion or on the basis of disability, if the participant or member is a qualified individual with a disability.

5. RELATIONSHIP: The Contractor and the City are independent entities contracting with each other solely for the purpose of carrying out the terms of this Agreement. The Contractor and its agents and employees participating in this program shall not be considered agents, employees or servants of the City for any purpose. The City and its agents and employees participating in this program shall not be considered agents, employees or servants of the Contractor for any purpose.

6. NO DISCRIMINATION: The Contractor and the City shall comply with all anti-discrimination laws (including, without limitation, those relating to race, color, religion, sex, national origin, age and disability) which may be applicable to their respective activities pursuant to this Agreement.
7. HIPAA COMPLIANCE: Contractor agrees to comply with the applicable provisions of the Federal Privacy Rule promulgated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as contained in 45 CFR Parts 160 and 164 ("the HIPAA Privacy Rule"). Contractor agrees not to use or further disclose any protected health information ("PHI"), as defined in 45 CFR 164.504, other than as permitted by this Agreement and the requirements of the HIPAA Privacy Rule. Contractor will implement appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. Contractor will promptly report to City any use or disclosure of PHI not provided for by this Agreement or in violation of the HIPAA Privacy Rule of which Contractor becomes aware. If Contractor contracts with any agents to whom Contractor provides PHI, Contractor will include provisions in such agreements whereby the Contractor and agent agree to the same restrictions and conditions that apply to Contractor with respect to uses and disclosures of PHI. Contractor will make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services to the extent required for compliance with the HIPAA Privacy Rule. Contractor may de-identify any and all PHI for educational purposes created or received by Contractor under this Agreement, provided, however, that the de-identification conforms to the requirements of the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E. To the extent that information has not been de-identified, Contractor will either return or destroy the information. To the extent that it is not feasible to return or destroy the information, Contractor will continue to safeguard the PHI beyond the termination of this contract to the extent required for compliance with the HIPAA Privacy Rule and not use or disclose the PHI for purposes other than those which make the return or destruction infeasible.
8. NOTICE: Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. In the event delivery is by facsimile transmission, a copy of the notice shall also be sent by Certified United States Mail, Return Receipt Requested. Notice shall be deemed to have been given upon receipt. For the present, the Contractor and the City designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager  
City of Pembroke Pines  
10100 Pines Boulevard  
Pembroke Pines, Florida 33026

Telephone No. (954) 431-4884  
Facsimile No. (954) 437-1149

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

CONTRACTOR: John R. Gargotta, Executive Director  
Impact Broward, Inc.  
4701 NW 33<sup>rd</sup> Avenue  
Oakland Park, FL 33309  
Telephone No. (954) 484-7117  
Facsimile No. ( ) \_\_\_\_\_

9. INDEMNIFICATION: Contractor hereby agrees to indemnify and hold harmless Covered Entity its affiliates, and their respective officers, directors, shareholders, employees and agents from and against any and all liability, loss, fines, penalties, damage, claims or causes of action and expenses associated therewith (including, without limitation, court costs and attorney's fees) caused directly and indirectly by Associate's breach of its obligation under this Agreement. Covered Entity may enforce Associate's obligations hereunder by seeking equitable relief, without bond, which remedy shall be nonexclusive.
10. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein. All prior discussions, agreements, and understanding, whether verbal or in writing, are hereby merged into this Agreement.
11. MODIFICATION: This Agreement may be amended, altered, or modified only by a writing signed by both parties.

City of Pembroke Pines

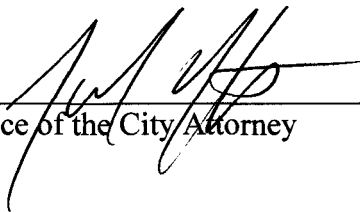
By: Charles F. Dodge  
Charles F. Dodge, City Manager

ATTEST:

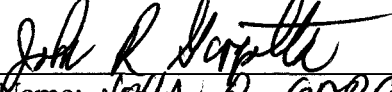
Judith A. Neugent 5/21/12  
Judith A. Neugent, City Clerk

Date: 5/17/12

Approved as to Form:

  
\_\_\_\_\_  
Office of the City Attorney

**IMPACT BROWARD, INC.**

By:   
Print Name: JOHN R. GARGOTTA  
Title: PRESIDENT AND CEO

Date: April 25, 2012

STATE OF FLORIDA       )  
                                      )  
COUNTY OF BROWARD    )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared John R. Gargotta as President & CEO of Impact Broward, Inc., an organization authorized to do business in the State of Florida, who is personally known to me or who has produced \_\_\_\_\_ as identification and acknowledged (s)he executed the foregoing Agreement as the proper official of Impact Broward, Inc., for the use and purposes mentioned in it and deed of Impact Broward, Inc.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 25<sup>th</sup> day of April, 2012.

  
\_\_\_\_\_  
NOTARY PUBLIC

Print or Type Name

My Commission Expires:

SSG:DNT:dnt  
H:\760185.PP\AGMT 2012\Agmt with Impact Broward (Volunteer Services).doc





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: E2

DATE (MM/DD/YYYY)

04/26/12

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 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).

<b>PRODUCER</b> Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 SBU/Commercial House Account		<b>954-778-2222</b> <b>954-778-4446</b>	<b>CONTACT NAME:</b> [Blank] <b>FAX No. Ext:</b> [Blank] <b>E-MAIL ADDRESS:</b> [Blank] <b>PRODUCER CUSTOMER ID #:</b> SENIO-5
<b>INSURED</b> Impact Broward, Inc. Attn: John Gargotta 4701 NW 33rd Avenue Fort Lauderdale, FL 33309		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> *Arch Insurance Company* <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 11150	

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

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

INSTR. LTR.	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X	NCPKG0127301	01/19/12	01/19/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
						Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		NCAUT0127301	01/19/12	01/19/13	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS						
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB		NCUMB0127301	01/19/12	01/19/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE					
	DEDUCTIBLE \$					
<input checked="" type="checkbox"/> RETENTION \$ 10,000						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A			WC STATU-TORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL)					OTH-ER \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
A	Crime		NCPKG0127301	01/19/12	01/19/13	E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
City of Pembroke Pines is additional insured with respects to general liability when required by written contract.  
Email: daniela@pines.com

<b>CERTIFICATE HOLDER</b> Pembro01 City of Pembroke Pines 301 N.W. 103rd Avenue Pembroke Pines, FL 33026	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> 
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# City of Pembroke Pines, FL

## Agenda Request Form

10100 Pines Blvd.  
Pembroke Pines, Florida  
33026  
www.ppines.com

**File Number:** 12-1947

**File Type:** Agreements/Contracts

**Status:** Draft

**Version:** 0

**Reference:**

**Controlling Body:** Community Services

**Requester:** Community Services Director

**Initial Cost:**

**Introduced:** 04/24/2012

**File Name:** Impact Broward, Inc.

**Final Action:**

**Title:** MOTION TO APPROVE AGREEMENT BETWEEN IMPACT BROWARD, INC. AND THE CITY OF PEMBROKE PINES TO PROVIDE VOLUNTEER SERVICES AT THE SOUTHWEST FOCAL POINT COMMUNITY CENTER FOR A PERIOD OF A ONE (1) YEAR TERM.

### Notes:

**Attachments:** Agreement Impact Broward, Inc. 2012.pdf  
Certificate of Insurance - Impact Broward, Inc..pdf

**Agenda Date:** 05/16/2012

**Agenda Number:**

**Enactment Date:**

**Enactment Number:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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### SUMMARY EXPLANATION AND BACKGROUND:

1. Impact Broward, Inc. is a Senior Volunteer Companion Program with the purpose of providing its volunteers with a meaningful service opportunities.
2. The City of Pembroke Pines/Southwest Focal Point Community Center provides public services to its residents and other individuals. The partnership with Impact Broward, Inc will help to provide volunteer to assist the clients at the Center.
3. The Southwest Focal Point Community Center will assign a Program Coordinator to recruit, interview and enroll the volunteers. The volunteers will provide services as directed by the City to the clients assigned to them by the Program Coordinator.
4. Training and Orientation will be provided to the volunteers as well as in-service training at least once a month. Impact Broward, Inc. is responsible to provide Background Check Level II for their volunteers, and to provide accident and liability insurance.



4. Request Commission Approval of partnership with Impact Broward, Inc.

**FINANCIAL IMPACT DETAIL:**

- a) **Initial Cost:** No Cost to the City.
- b) **Amount budgeted for this item in Account No:** N/A
- c) **Source of funding for difference, if not fully budgeted:** N/A
- d) **5 year projection of the operational cost of the project :** N/A

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues					
Expenditures					
Net Cost					

- e) **Detail of additional staff requirements:** N/A

**FIRST AMENDMENT TO AGREEMENT BETWEEN IMPACT BROWARD, INC.  
AND  
THE CITY OF PEMBROKE PINES**

**THIS FIRST AMENDMENT TO THE AGREEMENT** (the "Agreement") is made this 9TH day of April, 2013, by and between IMPACT BROWARD, INC., hereinafter called the "Contractor", whose address is 4701 NW 33<sup>rd</sup> Avenue, Oakland Park, Florida 33309, and THE CITY OF PEMBROKE PINES, hereinafter called the "City", whose address is 10100 Pines Boulevard, Pembroke Pines, Florida 33026. City and Contractor hereafter are collectively referred to as the "Parties".

**W I T N E S S E T H:**

**WHEREAS**, the Contractor provides individuals to volunteer to provide services for the City at the City's Southwest Focal Point Community Center; and

**WHEREAS**, the City provides public services to its residents and other individuals at the Southwest Focal Point Senior Center ("Center"), including health support services to individuals, and

**WHEREAS**, on May 21, 2012, the Parties entered into a one-year Agreement ("Original Agreement") with Contractor in order for contractor to provide volunteers to assist their clients at the Center; and

**WHEREAS**, the Parties desire to renew the Original Agreement for an additional one (1) year term commencing on May 21, 2013 through May 21, 2014 (the "First Amendment"); and

**WHEREAS**, the City finds that this Agreement serves both a municipal and public purpose, and will result in Contractor providing City residents with important services and information.

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein, the Contractor and the City agree as follows:

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

**SECTION 2.** City and Contractor hereby agree to renew the Original Agreement for one (1) additional year, commencing on May 21, 2013 through May 21, 2014.

**SECTION 3.** 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.

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

City of Pembroke Pines

By: Charles F. Dodge  
Charles F. Dodge, City Manager

Date: 4/18/13

ATTEST:

Judith A. Neugent 4/25/13  
Judith A. Neugent, City Clerk

Approved as to Form:

Shay Weinger  
Office of the City Attorney



IMPACT BROWARD, INC.

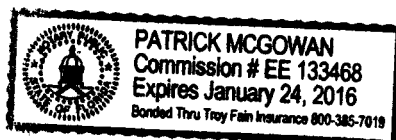
By: John R. Gargotta  
Print Name: JOHN R. GARGOTTA  
Title: PRESIDENT/CEO

Date: April 9, 2013

STATE OF FLORIDA     )  
                                      )  
COUNTY OF BROWARD    )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared John R. Gargotta as President + CEO of Impact Broward, Inc., an organization authorized to do business in the State of Florida, who is personally known to me or who has produced \_\_\_\_\_ as identification and acknowledged (s)he executed the foregoing Agreement as the proper official of Impact Broward, Inc., for the use and purposes mentioned in it and deed of Impact Broward, Inc.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 9<sup>th</sup> day of April, 2013.



My Commission Expires:

Patrick McGowan  
NOTARY PUBLIC

Print or Type Name  
Patrick McGowan

SSG:DNT:SRW

\\gcsbs\company\Library\Library\\_GOV CLIENTS\PP 1956\\_760185 GM\AGMT 2013\Agmt with Impact Broward (Volunteer Services).doc



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/7/2013

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 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).

<b>PRODUCER</b> BB Insurance Marketing Inc 11870 W. State Road 84, C-15 Ft. Lauderdale FL 33324	<b>CONTACT NAME:</b> Patty Carlton ext 306	
	<b>PHONE (A/C, No, Ext):</b> 954-452-4900	<b>FAX (A/C, No):</b> 954-452-0450
	<b>E-MAIL ADDRESS:</b> patty@bbimi.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A : Philadelphia Insurance Co	18058
<b>INSURED</b> Impact Broward, Inc 4701 NW 33rd Ave Oakland Park FL 33309	<b>IMPAC-1</b>	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**

CERTIFICATE NUMBER: 647965312

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		PHPK970583	1/19/2013	1/19/2014	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$5,000
						PERSONAL & ADV INJURY \$1,000,000
						GENERAL AGGREGATE \$2,000,000
						PRODUCTS - COMP/OP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
A	AUTOMOBILE LIABILITY		PHPK970583	1/19/2013	1/19/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	PHUB409248	1/19/2013	1/19/2014	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

Volunteer service program

Certificate holder listed as additional insured with respects to general liability only as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Pembroke Pines 301 NW 103rd Ave Pembroke Pines FL 33026	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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**SECOND AMENDMENT TO AGREEMENT BETWEEN IMPACT BROWARD, INC.  
AND  
THE CITY OF PEMBROKE PINES**

**THIS SECOND AMENDMENT TO THE AGREEMENT** (the "Agreement") is made this 18 day of JUNE, 2014, by and between IMPACT BROWARD, INC., hereinafter called the "Contractor", whose address is 4701 NW 33<sup>rd</sup> Avenue, Oakland Park, Florida 33309, and THE CITY OF PEMBROKE PINES, hereinafter called the "City", whose address is 10100 Pines Boulevard, Pembroke Pines, Florida 33026. City and Contractor hereafter are collectively referred to as the "Parties".

**WITNESSETH:**

**WHEREAS**, the Contractor provides individuals to volunteer to provide services for the City at the City's Southwest Focal Point Community Center; and

**WHEREAS**, the City provides public services to its residents and other individuals at the Southwest Focal Point Senior Center ("Center"), including health support services to individuals, and

**WHEREAS**, on May 21, 2012, the Parties entered into a one-year Agreement ("Original Agreement") with Contractor in order for contractor to provide volunteers to assist their clients at the Center; and

**WHEREAS**, on April 9, 2013, the Parties entered into a First Amendment to the Original Agreement (the "First Amendment") with contractor to extend the Agreement for an additional year; and

**WHEREAS**, the Parties desire to renew the Original Agreement for an additional one (1) year term commencing on May 21, 2014 through May 21, 2015 (the "Second Amendment"); and

**WHEREAS**, the City finds that this Agreement serves both a municipal and public purpose, and will result in Contractor providing City residents with important services and information.

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein, the Contractor and the City agree as follows:

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

**SECTION 2.** City and Contractor hereby agree to renew the Original Agreement for one (1) additional year, commencing on May 21, 2014 through May 21, 2015.

**SECTION 3.** The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

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

City of Pembroke Pines

By: Charles F. Dodge  
Charles F. Dodge, City Manager

Date: 6/16/14

ATTEST:

Judith A. Neugent 6/18/14  
for Judith A. Neugent, City Clerk

Approved as to Form:

Julie Hahn 6/16/14  
Office of the City Attorney

IMPACT BROWARD, INC.

By: John Gargotta  
Print Name: John Gargotta  
Title: President

Date: \_\_\_\_\_

STATE OF FLORIDA     )  
                                      )  
COUNTY OF BROWARD    )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared J. Gargotta as President of Impact Broward, Inc., an organization authorized to do business in the State of Florida, who is personally known to me or who has produced \_\_\_\_\_ as identification and acknowledged (s)he executed the foregoing Agreement as the proper official of Impact Broward, Inc., for the use and purposes mentioned in it and deed of Impact Broward, Inc.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 19<sup>th</sup> day of May, 2014.

Patrick M. McGowan  
NOTARY PUBLIC

Print or Type Name

My Commission Expires:

SSG:DNT:SRW





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/22/2014

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 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).

<b>PRODUCER</b> BB Insurance Marketing Inc PO Box 551267 Ft. Lauderdale FL 33355-1267		<b>CONTACT</b> NAME: Patty Carlton ext 308 PHONE: (954) 452-4900 FAX: (954) 452-0450 EMAIL: pcarlton@bbimi.com		
<b>INSURED</b> IMPAC-1 Impact Broward, Inc 4701 NW 33rd Ave Oakland Park FL 33309		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A: Philadelphia Insurance Co		18058
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		

**COVERAGES**

CERTIFICATE NUMBER: 879555458

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 RISK (INSR LTR)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> ISO <input type="checkbox"/> LOC		PHPK1108007	1/19/2014	1/19/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA accident) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1108007	1/19/2014	1/19/2015	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<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 \$10,000		PHUB442732	1/19/2014	1/19/2015	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 Prod/Comp Ops \$1,000,000 WC STATUS: <input type="checkbox"/> TORY LIMIT <input type="checkbox"/> OTHER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Volunteer Service Program located at 4701 NW 33rd Avenue, Oakland Park, FL 33309.

Certificate holder listed as additional insured with respects to general liability only as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Pembroke Pines 301 NW 103rd Ave Pembroke Pines FL 33026	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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**THIRD AMENDMENT TO AGREEMENT BETWEEN  
IMPACT BROWARD, INC.  
AND  
THE CITY OF PEMBROKE PINES**

**THIS THIRD AMENDMENT TO THE AGREEMENT** (the "Agreement") is made this 1<sup>st</sup> day of July, 2015, *nunc pro tunc*, May 21, 2015, by and between IMPACT BROWARD, INC., hereinafter called the "Contractor", whose address is 4701 NW 33<sup>rd</sup> Avenue, Oakland Park, Florida 33309, and THE CITY OF PEMBROKE PINES, hereinafter called the "City", whose address is 10100 Pines Boulevard, Pembroke Pines, Florida 33026. City and Contractor hereafter are collectively referred to as the "Parties".

**W I T N E S S E T H:**

**WHEREAS**, the Contractor provides individuals to volunteer to provide services for the City at the City's Southwest Focal Point Community Center; and

**WHEREAS**, the City provides public services to its residents and other individuals at the Southwest Focal Point Senior Center ("Center"), including health support services to individuals, and

**WHEREAS**, on May 21, 2012, the Parties entered into a one-year Agreement ("Original Agreement") with Contractor in order for Contractor to provide volunteers to assist their clients at the Center; and

**WHEREAS**, on April 9, 2013, the Parties entered into a First Amendment to the Original Agreement (the "First Amendment") with contractor to extend the Agreement for an additional year; and

**WHEREAS**, on June 18, 2014, the Parties entered into a Second Amendment to the Original Agreement (the "Second Amendment") with Contractor to extend the Agreement for an additional year; and

**WHEREAS**, the Parties desire to renew the Original Agreement for an additional one (1) year term commencing, *nunc pro tunc*, May 21, 2015 through May 21, 2016 (the "Third Amendment"); and

**WHEREAS**, the City finds that this Agreement serves both a municipal and public purpose, and will result in Contractor providing City residents with important services and information.

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein, the Contractor and the City agree as follows:

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

**SECTION 2.** City and Contractor hereby agree to renew the Original Agreement for one (1) additional year, commencing on May 21, 2015 through May 21, 2016.

**SECTION 3.** The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

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

**CITY OF PEMBROKE PINES**

By: *Charles F. Dodge*  
Charles F. Dodge, City Manager

Date: 6-29-15

ATTEST:

*Marlene D. Graham* 7/1/15  
Marlene D. Graham, City Clerk

Approved as to Form:

*Julio Klahr* 6/29/15  
Office of the City Attorney

ATTEST:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

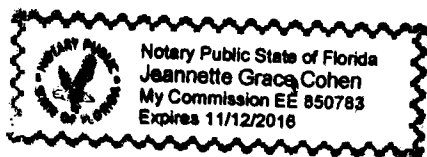
**IMPACT BROWARD, INC.**  
By: *John Gargotta*  
Print Name: John Gargotta  
Title: President

(CORPORATE SEAL)

STATE OF FLORIDA     )  
  )  
COUNTY OF BROWARD    )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared John Gargotta as President of Impact Broward, Inc., an organization authorized to do business in the State of Florida, who is personally known to me or who has produced \_\_\_\_\_ as identification and acknowledged (s)he executed the foregoing Agreement as the proper official of Impact Broward, Inc., for the use and purposes mentioned in it and deed of Impact Broward, Inc.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 10<sup>th</sup> day of June, 2015.



*Jeannette Grace Cohen*  
NOTARY PUBLIC

Print or Type Name

My Commission Expires:

SSG:DNT:dnt



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/22/2015

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 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).

<b>PRODUCER</b> BB Insurance Marketing Inc 10167 W Sunrise Blvd, 3rd Floor Plantation FL 33322		<b>CONTACT NAME:</b> Patty Carlton ext 306 <b>PHONE (A/C No, Ext):</b> 954-452-4900 <b>E-MAIL ADDRESS:</b> patty@bbimi.com <b>FAX (A/C No):</b> 954-452-0450	
<b>INSURED</b> IMPAC-1 Impact Broward, Inc 4701 NW 33rd Ave Oakland Park FL 33309		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Insurance Co <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 18058	

**COVERAGES****CERTIFICATE NUMBER:** 1368964607**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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			PHPK1260846	1/19/2015	1/19/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1260846	1/19/2015	1/19/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB481380	1/19/2015	1/19/2016	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 Prod/Com Ops \$1,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS OTHER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

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

Volunteer Service Program located at 4701 NW 33rd Avenue, Oakland Park, FL 33309.  
Certificate holder listed as additional insured with respects to general liability only as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Pembroke Pines  
301 NW 103rd Ave  
Pembroke Pines FL 33026

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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# City of Pembroke Pines, FL

## Agenda Request Form

10100 Pines Blvd.  
Pembroke Pines, Florida  
33026  
www.ppines.com

**Agenda Number: 6.**

**File Number:** 15-0185      **File Type:** Agreements/Contracts      **Status:** Passed  
**Version:** 0      **Reference:**      **Controlling Body:** City Commission  
**Requester:** Community Services Director      **Initial Cost:**      **Introduced:** 06/09/2015  
**File Name:** Impact Broward Third Amendment      **Final Action:** 06/17/2015

**Title:** MOTION TO APPROVE THIRD AMENDMENT TO AGREEMENT BETWEEN IMPACT BROWARD, INC. AND THE CITY OF PEMBROKE PINES TO PROVIDE VOLUNTEER SERVICES AT THE SOUTHWEST FOCAL POINT COMMUNITY CENTER FOR A PERIOD OF ONE (1) YEAR TERM MAY 21, 2015 THROUGH MAY 21, 2016.

**Notes:**

**Attachments:** 1. Third Amendment Impact Broward 2015-16

**Agenda Date:** 06/17/2015

**Agenda Number:** 6.

**Enactment Date:**

**Enactment Number:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	06/17/2015	approve				Pass
			Aye: 5	Mayor Ortis, Vice Mayor Siple, Commissioner Castillo, Commissioner Schwartz and Commissioner Shechter			
			Nay: 0				

### SUMMARY EXPLANATION AND BACKGROUND:

- Impact Broward, Inc. is a Senior Volunteer Companion Program with the purpose of providing its volunteers with a meaningful service opportunities. The partnership with Impact Broward, Inc will help to provide volunteers to assist the clients at the Center.
- The Southwest Focal Point Community Center will assign a Program Coordinator to recruit, interview and enroll the volunteers. The volunteers will provide services as directed by the City to the clients assigned to them by the Program Coordinator.
- The Original Agreement between the City of Pembroke Pines and Impact Broward was executed on May 21, 2012 for a one (1) year period to provide services to the Southwest Focal Point Senior Center. The Original Agreement has been renewed with the First

Amendment for an additional one (1) year term from May 21, 2013 through May 21, 2014 and with the Second Amendment for the period of May 21, 2014 through May 21, 2015.

4. Both Parties desire to continue providing services to its residents and other individuals, with the Third Amendment to the Original Agreement for an additional one (1) year term from May 21, 2015 through May 21, 2016.

5. Requesting Commission approval.

**FINANCIAL IMPACT DETAIL:**

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



**FOURTH AMENDMENT TO AGREEMENT BETWEEN  
IMPACT BROWARD, INC.  
AND  
THE CITY OF PEMBROKE PINES**

**THIS FOURTH AMENDMENT TO THE AGREEMENT** (the "Agreement") is made this 2<sup>nd</sup> day of APRIL, 2016, by and between IMPACT BROWARD, INC., hereinafter called the "Contractor", whose address is 4701 NW 33<sup>rd</sup> Avenue, Oakland Park, Florida 33309, and THE CITY OF PEMBROKE PINES, hereinafter called the "City", whose address is 10100 Pines Boulevard, Pembroke Pines, Florida 33026. City and Contractor hereafter are collectively referred to as the "Parties".

**W I T N E S S E T H:**

**WHEREAS**, the Contractor provides individuals to volunteer to provide services for the City at the City's Southwest Focal Point Community Center; and

**WHEREAS**, the City provides public services to its residents and other individuals at the Southwest Focal Point Senior Center ("Center"), including health support services to individuals, and

**WHEREAS**, on May 21, 2012, the Parties entered into a one-year Agreement ("Original Agreement") with Contractor in order for Contractor to provide volunteers to assist their clients at the Center; and

**WHEREAS**, on April 9, 2013, the Parties entered into a First Amendment to the Original Agreement (the "First Amendment") with Contractor to extend the Agreement for an additional year; and

**WHEREAS**, on June 18, 2014, the Parties entered into a Second Amendment to the Original Agreement (the "Second Amendment") with Contractor to extend the Agreement for an additional year; and

**WHEREAS**, on July 1, 2015, the Parties entered into a Third Amendment to the Original Agreement (the "Third Amendment") with the Contractor to extend the Agreement for an additional year; and

**WHEREAS**, the Parties desire to renew the Original Agreement for an additional one (1) year term commencing, May 21, 2016 through May 21, 2017 (the "Fourth Amendment"); and

**WHEREAS**, the City finds that this Agreement serves both a municipal and public purpose, and will result in Contractor providing City residents with important services and information.

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein, the Contractor and the City agree as follows:

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

**SECTION 2.** City and Contractor hereby agree to renew the Original Agreement for one (1) additional year, commencing on May 21, 2016 through May 21, 2017.

**SECTION 3.** The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

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

**CITY OF PEMBROKE PINES**

By: Charles F. Dodge  
Charles F. Dodge, City Manager

ATTEST:

4/7/16  
[Signature]  
Marlene D. Graham, City Clerk

Date: 4.7.16

Approved as to Form:

[Signature]  
Office of the City Attorney

**IMPACT BROWARD, INC.**

By: Diane Smith  
Print Name: Diane Smith  
Title: Interim President

ATTEST:

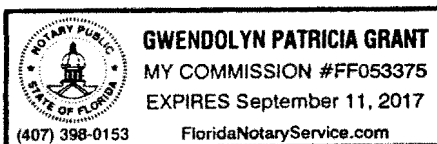
By: Pamela Carre  
Print Name: PAMELA CARRE  
Title: Director SCD

(CORPORATE SEAL)

STATE OF FLORIDA     )  
                                      )  
COUNTY OF BROWARD    )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared DIANE SMITH as INTERIM CEO of Impact Broward, Inc., an organization authorized to do business in the State of Florida, who is ☒ personally known to me or who has produced \_\_\_\_\_ as identification and acknowledged (s)he executed the foregoing Agreement as the proper official of Impact Broward, Inc., for the use and purposes mentioned in it and deed of Impact Broward, Inc.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 25th day of MARCH, 2016.



Gwendolyn Patricia Grant  
NOTARY PUBLIC  
GWENDOLYN PATRICIA GRANT  
Print or Type Name

My Commission Expires:

DNT: SCW

**FIFTH AMENDMENT TO AGREEMENT BETWEEN  
IMPACT BROWARD, INC. AND THE CITY OF PEMBROKE PINES**

**THIS FIFTH AMENDMENT TO THE AGREEMENT** (the "Agreement") is made this 24 day of APRIL, 2017, by and between IMPACT BROWARD, INC., hereinafter called the "Contractor", whose address is 4701 NW 33<sup>rd</sup> Avenue, Oakland Park, Florida 33309, and THE CITY OF PEMBROKE PINES, hereinafter called the "City", whose address is 10100 Pines Boulevard, Pembroke Pines, Florida 33026. City and Contractor hereafter are collectively referred to as the "Parties".

**WITNESSETH:**

**WHEREAS**, the Contractor provides individuals to volunteer to provide services for the City at the City's Southwest Focal Point Community Center; and

**WHEREAS**, the City provides public services to its residents and other individuals at the Southwest Focal Point Senior Center ("Center"), including health support services to individuals, and

**WHEREAS**, on May 21, 2012, the Parties entered into a one-year Agreement ("Original Agreement") with Contractor in order for Contractor to provide volunteers to assist their clients at the Center; and

**WHEREAS**, the City and Contractor, have on an annual basis entered into amendments to renew and extend the Original Agreement for additional one year terms; and

**WHEREAS**, on April 7, 2016, the Parties entered into a Fourth Amendment to the Original Agreement (the "Fourth Amendment") with the Contractor to extend the Agreement for an additional year, up to and including May 21, 2017; and

**WHEREAS**, the Parties desire to renew the Original Agreement for an additional one (1) year term commencing, May 22, 2017 through May 21, 2018 (the "Fifth Amendment"); and

**WHEREAS**, the City finds that this Agreement serves both a municipal and public purpose, and will result in Contractor providing City residents with important services and information.

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein, the Contractor and the City agree as follows:

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

**SECTION 2.** City and Contractor hereby agree to renew the Original Agreement for one (1) additional year, commencing on May 22, 2017 through May 21, 2018.

**SECTION 3.** The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

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

**CITY OF PEMBROKE PINES**

By: Charles F. Dodge  
Charles F. Dodge, City Manager

Date: 4/24/17

ATTEST:

Marlene D. Graham  
Marlene D. Graham, City Clerk 4/25/17

Approved as to Form:

Julie Klahr  
Office of the City Attorney

**IMPACT BROWARD, INC.**

By: Peter Kaldes  
Print Name: Peter Kaldes  
Title: President/CEO

ATTEST:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(CORPORATE SEAL)

STATE OF FLORIDA       )  
                                      )  
COUNTY OF BROWARD    )

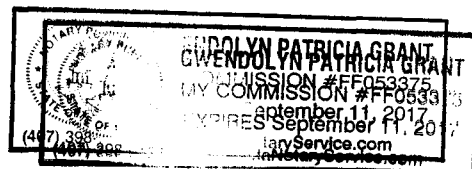
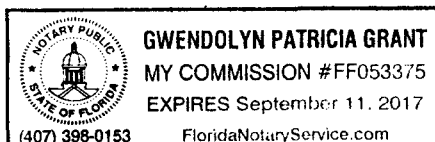
BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared PETER KALDES as PRESIDENT/CEO of Impact Broward, Inc., an organization authorized to do business in the State of Florida, who is personally known to me or who has produced \_\_\_\_\_ as identification and acknowledged (s)he executed the foregoing Agreement as the proper official of Impact Broward, Inc., for the use and purposes mentioned in it and deed of Impact Broward, Inc.

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 APRIL, 2017.

Gwendolyn Patricia Grant  
NOTARY PUBLIC

My Commission Expires:

DNT:dnt





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/19/2017

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 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).

<b>PRODUCER</b> BB Insurance Marketing Inc 10167 W Sunrise Blvd, 3rd Floor Plantation FL 33322		<b>CONTACT NAME:</b> Carmen Orsini Ext. 306 <b>PHONE (A/C, No, Ext):</b> 888-728-0817 <b>E-MAIL ADDRESS:</b> corsini@bbimi.com <b>FAX (A/C, No):</b> 954-452-0450	
<b>INSURED</b> IMPAC-1 Impact Broward, Inc 4701 NW 33rd Ave Oakland Park FL 33309		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Ins Co <b>INSURER B:</b> Technology Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 18058 42376	

## COVERAGES

CERTIFICATE NUMBER: 1382139391

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		PHPK1578924	1/19/2017	1/19/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1578924	1/19/2017	1/19/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		PHUB563980	1/19/2017	1/19/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$ \$
B	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		AWC1077903	1/13/2017	1/13/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Volunteer Service Program located at 4701 NW 33rd Avenue, Oakland Park, FL 33309.  
Certificate holder listed as additional insured with respects to general liability only as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

City of Pembroke Pines 301 NW 103rd Ave Pembroke Pines FL 33026	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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Details    Reports

File #: 17-0202    Version: 1    Name: 5th Amendment to the Agreement between Impact Broward Inc and City of Pembroke Pines  
 Type: Agreements/Contracts    Status: Consent Agenda  
 File created: 4/6/2017    In control: City Commission  
 On agenda: 4/19/2017    Final action: *Passed*  
 Title: MOTION TO APPROVE FIFTH AMENDMENT TO AGREEMENT BETWEEN IMPACT BROWARD, INC. AND THE CITY OF PEMBROKE PINES/SOUTHWEST FOCAL POINT SENIOR CENTER FOR THE PERIOD OF MAY 1, 2017 THROUGH MAY 21, 2018.  
 Attachments: 1. 1. IMPACT BROWARD 5TH ADMENDMENT signed, 2. IMPACT BROWARD - Certificate of Insurance

Text

Title

MOTION TO APPROVE FIFTH AMENDMENT TO AGREEMENT BETWEEN IMPACT BROWARD, INC. AND THE CITY OF PEMBROKE PINES/SOUTHWEST FOCAL POINT SENIOR CENTER FOR THE PERIOD OF MAY 1, 2017 THROUGH MAY 21, 2018.

#### Summary Explanation and Background

#### SUMMARY EXPLANATION AND BACKGROUND:

1. Since May 21, 2012 Impact Broward, Inc. and the City of Pembroke Pines/Southwest Focal Point Senior Center have been working together to provide service to our Seniors. Impact Broward is a Senior Volunteer Companion Program with the purpose of providing its volunteers with a meaningful service opportunities. The Southwest Focal Point Community Center will assign a Program Coordinator to recruit, interview and enroll the volunteers. Training and orientation will be provided to the volunteers on a monthly basis. Impact Broward, Inc. is responsible to provide background check level II for their volunteers.
2. The Original Agreement was executed for a period of one year May 21, 2012 to May 21, 2013. On April 9, 2013 both parties agreed to renew the Original Agreement with the First Amendment for an additional one (1) year term. Second Amendment executed on June 18, 2014 for the period of May 21, 2014 to May 21, 2015. Third Amendment to the Original Agreement was executed for additional one (1) year term on July 1, 2015. On April 6, 2016 Fourth Amendment was presented at the Commission Meeting for the period of May 1, 2016 to May 21, 2017.
3. Both parties agreed to continue with the Fifth Amendment for the period of May 21, 2017 to May 21, 2018.
4. Requesting Commission approval.

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

#### Financial Impact

#### FINANCIAL IMPACT DETAIL:

- a) Initial 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

...

[Click here for full text](#)

*Hi Barbura:*

*2 Signed Originals attached  
 1 Certificate of Liability Ins.*

*Thanks, A.*

CITY CLERK'S OFFICE  
 CITY OF PEMBROKE PINES  
 17 APR 20 PM 2:13