



**FOURTH AMENDMENT TO PROFESSIONAL
GRANT WRITING SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
IN REM SOLUTIONS, 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

IN REM SOLUTIONS, INC., a Florida for Profit Corporation as listed with the Florida Division of Corporations, and with a business address of **875 Aurelia Street, Boca Raton, FL 33486**, hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **April 17, 2018** *nunc pro tunc* **October 1, 2017**, the CITY and CONSULTANT entered into the Original Agreement ("Original Agreement") for an initial **one (1) year period**, expiring on **September 30, 2018**; and,

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

WHEREAS, on **June 21st, 2018**, the Parties executed the First Amendment to the Original Agreement to renew for the first **one (1) year renewal period** commencing **October 1, 2018** and expiring on **September 30, 2019**; and,

WHEREAS, on **September 6th, 2018**, the Parties executed the Second Amendment to the Original Agreement, as amended to include \$40,000 increase for the estimated annual amount for the additional 266 hours of work needed for the fiscal year; and,

WHEREAS, on **October 2nd, 2019**, the Parties executed the Third Amendment to the Original Agreement, as amended to amend Section 4.3 of Article 4 to include a provision for Local Government Prompt Payment Act; and,

WHEREAS, Section 12.2 of Article 12, of the Original Agreement, as amended was repealed and replaced to include a provision for Scrutinized Companies as required by statutory amendments imposed since the Parties entered into the Original Agreement; and,



WHEREAS, the Parties further amended the Original Agreement, as amended to renew the term of the Agreement for the second **one (1) year renewal** period commencing **October 1, 2019** and expiring on **September 30, 2020**; 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 further desire to execute the third **one (1) year renewal** option and amend the Original Agreement, in accordance with the terms and conditions set forth herein.

W I T N E S S E T H

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

SECTION 1. Section 7.6.5 of the Original Agreement, as amended, is hereby deleted in its entirety:

~~7.6.5—Sexual Abuse may not be excluded from any policy.~~

SECTION 2. The Original Agreement, is hereby renewed for **one (1) year** renewal period commencing on **October 1, 2020** and terminating on **September 30, 2021**.

SECTION 3. In the event of any conflict or ambiguity by and between the terms and provisions of this Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Fourth Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 4. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment and this Fourth Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 5. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



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

ATTEST:

CITY:

CITY OF PEMBROKE PINES

BY: _____

MARLENE D. GRAHAM,
CITY CLERK

CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

Print Name: _____
OFFICE OF THE CITY ATTORNEY

CONSULTANT:

IN REM SOLUTIONS, INC.

By: Lisa N. Mulhac
Name: LISA N. Mulhac
Title: President



**THIRD AMENDMENT TO PROFESSIONAL PROFFESIONAL GRANT WRITING
SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
IN REM SOLUTIONS, INC.**

THIS AGREEMENT ("Agreement"), dated this 2nd day of October 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

IN REM SOLUTIONS, INC., a for profit corporation authorized to do business in the State of Florida, with a business address of **875 Aurelia Street, Boca Raton, FL 33486**, hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may be collectively referred to as the "Parties".

WHEREAS, pursuant to **Section 35.18(C)(2)** entitled "**Professional Services**," on **April 17, 2018**, *nunc pro tunc* **October 1, 2017**, the CITY and CONSULTANT entered into the Original Agreement, as amended for **Professional Grant Writing Services** for an initial **one (1) year period**, ending on **September 30, 2018**; and,

WHEREAS, the Original Agreement, as amended authorized the renewal of the Agreement at the expiration of the initial term for additional one (1) year terms upon mutual consent, evidenced by a written amendment; and,

WHEREAS, on **June 21, 2018**, the Parties executed the First Amendment to the Original Agreement which renewed the term of the Original Agreement, for one (1) year effective **October 1, 2018** and terminating on **September 30, 2019**; and,

WHEREAS, on **September 6, 2018**, the Parties executed the Second Amendment to the Original Agreement, as amended, to include a \$40,000 increase to the estimated annual amount for the additional 266 hours of work needed for the fiscal year; 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 **second, one (1) year renewal option** and amend the Original Agreement, as amended, in accordance with the terms and conditions set forth herein.

WITNESSETH

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

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

SECTION 2. Section 4.3 of Article 4 entitled "**Compensation and Method of Payment**" is hereby amended as follows:

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

SECTION 3. The address of the CITY as it appears in **Section 12.2 of Article 12** of the Original Agreement entitled "**Public Records**" is hereby repealed and replaced as follows:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025**

SECTION 4. Article 16 entitled "**Miscellaneous**" is hereby amended by the addition of Section 16.14, as follows:

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

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



16.14.2 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:

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

16.14.2.2 Is engaged in business operations in Syria.

SECTION 5. The Original Agreement, as amended, is hereby renewed for the **second one (1) year renewal period** commencing on **October 1, 2019** and terminating on **September 30, 2020**.

SECTION 6. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, as amended, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 7. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, and this Third Amendment, shall remain in full force and effect, except as specifically modified herein.

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

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



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

ATTEST:

CITY:

CITY OF PEMBROKE PINES

M. D. Graham
MARLENE D. GRAHAM,
CITY CLERK

BY: Charles F. Dodge
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

[Signature]
OFFICE OF THE CITY ATTORNEY

CONSULTANT:

IN REM SOLUTIONS, INC.

WITNESSES

Theresa Ray

BY: Lisa N. Mulhall

Theresa Ray

Print Name: Lisa N. Mulhall

Print Name

Title: President

John T. Mulhall Jr.

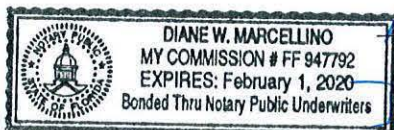
Print Name

STATE OF Florida)

COUNTY OF Palm Beach) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Lisa N. Mulhall as President of IN REM SOLUTIONS, INC., an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of IN REM SOLUTIONS, 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 13 day of September, 2019.



Diane W. Marcellino

NOTARY PUBLIC

Diane W. Marcellino

(Name of Notary Typed, Printed)



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 9(F)

File ID: 19-1104

Type: Agreements/Contracts

Status: Passed

Version: 1

Agenda
Section:

In Control: City Commission

File Created: 09/11/2019

Short Title: Contract Database

Final Action: 10/02/2019

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

(A) In Rem Solutions, Inc. - Grant Writing Services

(B) Admire Cleaning Services Corp. - Janitorial Services for the Fire Department

(C) American Soccer Company, Inc. - Purchase of Soccer Uniforms

(D) Certiport® - Microsoft Training and Certification

(E) Granicus, Inc. - Granicus Software and Managed Services

(F) Redflex Traffic Systems, Inc. - Red Light Traffic Signal Camera Enforcement System

*Agenda Date: 12/31/2019

Agenda Number: 9(F)

Internal Notes:

Attachments: 1. Contract Database Report - October 2, 2019, 2. In Rem Solutions - Grant Writing Consulting Services - 3rd Amendment (All Backup w VE), 3. Admire Cleaning Services - Janitorial for the Fire Dept. - 1st Amendment (All Backup w VE), 4. American Soccer Company - Purchase of Soccer Uniform - 3rd Amendment (All backup w VE), 5. Certiport - Microsoft Training & Certification - 1st Amendment (Vendor Executed), 6. Granicus Inc - Legistar Software - 4th Amendment (All Backup w VE), 7. Redflex Traffic Systems, Inc. - Red Light Signal Camera - 1st Amendment (All Backup w VE)

1 City Commission

10/02/2019 approve

Pass

Action Text: A motion was made to approve Sections (A), (B), (C), (D) and (E) on the Consent Agenda. Section (F) of Item 9 was pulled from the Consent Agenda for discussion. The motion to approve the Consent Agenda (with the exception of Section (F) of Item 9) passed by the following vote:

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

Nay: - 0

1 City Commission 10/02/2019 defer City Commission 12/31/2019

Pass

Action Text: Commissioner Schwartz pulled Section (F) of Item 9 from the Consent Agenda for discussion.

A motion was made by Vice Mayor Siple, seconded by Commissioner Schwartz, to defer the item with no time certain pending further research, and for the Commission to submit questions in writing to Administration. The motion carried by the following vote:

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

Nay: - 0

SUMMARY EXPLANATION AND BACKGROUND:

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

(A) In Rem Solutions, Inc. - Grant Writing Services

1. On April 17, 2018, the City entered into a Consulting Services Agreement with In Rem Solutions, Inc. for an initial one (1) year period, commencing October 1, 2017 and expiring September 30, 2018.
2. The City of Pembroke Pines Administration Department contracts In Rem Solutions, Inc. to provide grant writing services.
3. Section 3.2 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On June 21, 2018, the City executed the First Amendment to the Original Agreement for the first one (1) year renewal term, commencing October 1, 2018 and expiring September 30, 2019.

5. On September 6, 2018, the City executed the Second Amendment to the Original Agreement to include a \$40,000.00 increase to the estimated annual amount for the additional 266 hours of work needed for the fiscal year.

6. The Administration Department recommends that the City Commission approve this Third Amendment for the one (1) year renewal term commencing October 1, 2019 and ending September 30, 2020, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$115,000

b) Amount budgeted for this item in Account No: Funds are currently budgeted for this project in account # 1-519-800-31500 (Professional Services-Other)

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

d) 5 year projection of the operational cost of the project: The renewal period shall be a one (1) year term.

	FY2019-20	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	\$.00	\$.00	\$.00
Expenditures	\$115,000.00	\$.00	\$.00	\$.00	\$.00
Net Cost	\$115,000.00	\$.00	\$.00	\$.00	\$.00

e) Detail of additional staff requirements: Not Applicable.

(B) Admire Cleaning Services Corp. - Janitorial Services for the Fire Department

1. Admire Cleaning Services Corp. provides janitorial services to the City's Fire Department.

2. On September 22, 2015, the City entered into a Service Agreement with Admire Cleaning Services Corp. for an initial two (2) year period commencing on October 1, 2015 and expiring on September 30, 2017.

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

4. On November 14, 2017, the Parties executed the First Amendment for the first two (2) year renewal period commencing on October 1, 2017 and expiring on September 30, 2019.

5. The City's Fire Department requests the City Commission approve renewal of the agreement for the second and final two (2) year term as allowed by the Original Agreement, as amended, commencing on October 1, 2019 and terminating on September 30, 2021.

FINANCIAL IMPACT DETAIL:



CERTIFICATE OF LIABILITY INSURANCE

INREM

DATE (MM/DD/YYYY)
12/20/2018

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

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

PRODUCER Commercial Lines - (612) 509-1001 USI Insurance Services National, Inc. 8000 Norman Center Dr Ste 400 Bloomington, MN 55437	CONTACT NAME: Roy A. Larson PHONE (A/C, No, Ext): 612-509-1020 E-MAIL ADDRESS: roy.larson@usi.com FAX (A/C, No): 610-537-1954																					
INSURED In Rem Solutions Inc 875 Aurelia St Boca Raton, FL 33486	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Sentinel Insurance Co. Ltd</td><td>11000</td></tr><tr><td>INSURER B:</td><td>Sentinel Insurance Company Ltd.</td><td>11000</td></tr><tr><td>INSURER C:</td><td>United States Liability Ins Co.</td><td>25895</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Sentinel Insurance Co. Ltd	11000	INSURER B:	Sentinel Insurance Company Ltd.	11000	INSURER C:	United States Liability Ins Co.	25895	INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Sentinel Insurance Co. Ltd	11000																				
INSURER B:	Sentinel Insurance Company Ltd.	11000																				
INSURER C:	United States Liability Ins Co.	25895																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 13747701**REVISION NUMBER:** See below

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 CERTIFICATION 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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		41SBMTZ8591	12/4/2018	12/4/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			41SBMTZ8591	12/04/2018	12/04/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability			SP1554478E	11/18/2018	11/18/2019	\$1,000,000 Each Claim \$1,000,000 Aggregate

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

The General Liability policy includes an automatic additional insured endorsement that provides additional insured status to the Certificate holder, The City of Pembroke Pines, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

(This certificate replaces certificate# 13666767 issued on 11/14/2018)



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 9/19/2019

EXPIRATION DATE: 9/18/2021

PERSON: LISA N MULHALL

EMAIL: NEWCK@AOL.COM

FEIN: 650474230

BUSINESS NAME AND ADDRESS:

IN REM SOLUTIONS, INC.

875 AURELIA STREET

BOCA RATON, FL 33486

SCOPE OF BUSINESS OR TRADE:

Clerical Office Employees
NOC

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.



**SECOND AMENDMENT TO PROFESSIONAL PROFESSIONAL GRANT WRITING
SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
IN REM SOLUTIONS, INC.**

THIS AGREEMENT, dated this 6th day of September 2018, by and between:

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

and

IN REM SOLUTIONS, INC., a Company authorized to do business in the State of Florida, with a business address of **875 Aurelia Street, Boca Rotan, FL 33486**, hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may be collectively referred to as the "PARTIES".

WHEREAS, pursuant to **Section 35.18(C)(2)** entitled "**Professional Services**," on **April 17, 2018**, *nunc pro tunc* **October 1, 2017**, the CITY and CONSULTANT entered into the Original Agreement for **Professional Grant Writing Services** for an initial **one (1) year period**, ending on **September 30, 2018**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement for additional one (1) year terms upon mutual consent, evidenced by a written amendment; and,

WHEREAS, on **June 21, 2018**, the Parties executed the First Amendment to the Original Agreement which renewed the term of the Original Agreement for one year effective **October 1, 2018** and terminating on **September 30, 2019**; 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 set forth herein; and,

WHEREAS, the Parties specifically seek to amend the Original Agreement to include a \$40,000 increase to the estimated annual amount for the additional 266 hours of work needed for the fiscal year.

WITNESSETH

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

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and



correct and incorporated herein by this reference.

SECTION 2. SECTION 4.1 of the Original Agreement is hereby amended with the following:

4.1 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. CITY agrees to compensate CONSULTANT for all services performed by CONSULTANT at a rate of **ONE HUNDRED AND FIFTY DOLLARS (\$150) an hour on an as needed basis**. The total fee paid for all services performed shall **NOT EXCEED ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$115,000)**.

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this 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, and this Second Amendment, shall remain in full force and effect, except as specifically modified herein.

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

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



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

ATTEST:

CITY:

CITY OF PEMBROKE PINES

BY: Charles F. Dodge

CHARLES F. DODGE
CITY MANAGER

9/6/18
MARLENE D. GRAHAM,
CITY CLERK

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

CONSULTANT:

WITNESSES

IN REM SOLUTIONS, INC.

BY: Lisa N. Mulhall

Print Name: Lisa N. Mulhall

Title: President

Diane W. Marcellino
Print Name

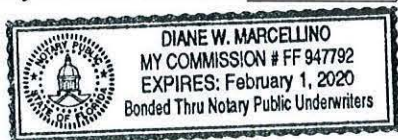
Theresa Key
Print Name

STATE OF Florida

COUNTY OF Palm Beach

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Lisa N. Mulhall as President of IN REM SOLUTIONS, INC., an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of IN REM SOLUTIONS, 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 August, 2018.



Diane W. Marcellino
NOTARY PUBLIC

Diane W. Marcellino
(Name of Notary Typed, Printed)

Attachment _____

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Lisa N. Mulhall on behalf of In Rem Solutions
Print Name and Title Company Name

certify that In Rem Solutions 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.

In Rem Solutions, Inc.
COMPANY NAME

Lisa N Mulhau
SIGNATURE

Lisa N Mulhau
PRINT NAME

President
TITLE

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

Policy Number: 41 SBM TZ8591 DV

Named Insured and Mailing Address; IN REM SOLUTIONS INC

875 AURELIA ST
BOCA RATON FL 33486

Policy Change Effective Date: 04/17/18

**Effective hour is the same as stated in the
Declarations Page of the Policy.**

Policy Change Number: 001

Agent Name: WELLS FARGO INS SVCS USA INC/PHS
Code: 716650

POLICY CHANGES:

SENTINEL INSURANCE COMPANY, LIMITED

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING
STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK
ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.
THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:

IH12001185 ADDITIONAL INSURED - PERSON-ORGANIZATION

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:

IH12001185 30 DAY NOTICE OF CANCELLATION

PRO RATA FACTOR: 0.633

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

Form SS 12 11 04 05 T
Process Date: 04/17/18

Page 001

Policy Effective Date: 12/04/17
Policy Expiration Date: 12/04/18

POLICY NUMBER: 41 SBM TZ8591



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

CITY OF SANIBEL
800 DUNLOP ROAD
SANIBEL, FL 33957

CITY OF KEY WEST
CITY HALL
P.O. BOX 1409
KEY WEST, FL 33041

ANER GONZALEZ
CITY OF PEMBROKE PINES
10100 PINES BLVD
PEMBROKE PINES, FL 33026

CITY OF DANIA BEACH
100 WEST DANIA BEACH BLVD
DANIA BEACH, FL 33004

POLICY NUMBER: 41 SBM TZ8591



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

30 DAY NOTICE OF CANCELLATION

IN CONSIDERATION OF NO CHANGE IN PREMIUM, IT IS HEREBY AGREED AND UNDERSTOOD THAT FORM SS 12 20 08 10 IS ADDED PER THE ATTACHED.



332609

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
12/12/2017

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

PRODUCER 855-491-0974 USI Insurance Services National, Inc. 8331 Norman Center Dr, Ste 500 Bloomington, MN, 55437	CONTACT NAME: Roy A. Larson PHONE (A/C, No, Ext): 612.509.1020 E-MAIL ADDRESS: roy.larson@usi.com FAX (A/C, No): 610.537.1954																					
INSURED In Rem Solutions 875 Aurelia St Boca Raton, FL 33486	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Sentinel Insurance Co. Ltd</td><td>11000</td></tr><tr><td>INSURER B:</td><td>Sentinel Insurance Company Ltd.</td><td>11000</td></tr><tr><td>INSURER C:</td><td>United States Liability Ins Co.</td><td>25895</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Sentinel Insurance Co. Ltd	11000	INSURER B:	Sentinel Insurance Company Ltd.	11000	INSURER C:	United States Liability Ins Co.	25895	INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Sentinel Insurance Co. Ltd	11000																				
INSURER B:	Sentinel Insurance Company Ltd.	11000																				
INSURER C:	United States Liability Ins Co.	25895																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 12493262**REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		41SBMTZ8591	12/4/2017	12/4/2018	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000																				
MED EXP (Any one person)	\$ 10,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			41SBMTZ8591	12/04/2017	12/04/2018	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																				
AGGREGATE	\$																				
	\$																				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		N/A				<table border="1"><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
PER STATUTE	OTH-ER																				
E.L. EACH ACCIDENT	\$																				
E.L. DISEASE - EA EMPLOYEE	\$																				
E.L. DISEASE - POLICY LIMIT	\$																				
C	Professional Liability			SP1554478C	11/18/2017	11/18/2018	\$1,000,000 Each Claim \$1,000,000 Aggregate														

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

The City of Pembroke Pines is named as additionally insured with regard to general liability.

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

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

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

(This certificate replaces certificate# 12491212 issued on 12/11/2017)



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 23.

File ID: 18-0884

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 08/01/2018

Short Title: In Rem Grant Writting

Final Action: 08/22/2018

Title: MOTION TO APPROVE A \$40,000 INCREASE TO THE ESTIMATED ANNUAL AMOUNT OF THE CONTRACT AWARDED TO IN REM SOLUTIONS INC. FOR GRANT WRITING CONSULTING SERVICES FOR A TOTAL ESTIMATED ANNUAL AMOUNT OF \$115,000.

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

Agenda Number: 23.

Internal Notes:

Attachments: 1. In Rem Solutions, Inc - Original Agreement, 2. In Rem Solutions, Inc - First Amendment to Professional Grant Writing Services (ALL BACKUP)

1 City Commission 08/22/2018 approve Pass
Action Text: A motion was made to approve on the Consent Agenda
Aye: - 5 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz,
Commissioner Siple, and Vice Mayor Good Jr.
Nay: - 0

MOTION TO APPROVE A \$40,000 INCREASE TO THE ESTIMATED ANNUAL AMOUNT OF THE CONTRACT AWARDED TO IN REM SOLUTIONS INC. FOR GRANT WRITING CONSULTING SERVICES FOR A TOTAL ESTIMATED ANNUAL AMOUNT OF \$115,000.

SUMMARY EXPLANATION AND BACKGROUND:

1. On April 4, 2018, the City Commission approved to enter into an agreement with In Rem Solutions Inc. to provide grant writing consulting services, with the option to renew for additional one (1) year terms upon mutual consent.
2. The current agreement will terminate on September 30, 2019.
3. The City has agreed to compensate In Rem Solutions, Inc. at a rate of \$150 per hour on an as needed basis.
4. The City Commission approved an estimated amount of \$75,000 annually.
5. City Administration is seeking to increase the estimated annual amount by \$40,000 as they are estimating an additional 266 hours of additional work needed for the fiscal year.
6. Request Commission to approve a \$40,000 increase to the estimated annual amount of the contract awarded to In Rem Solutions Inc. for grant writing consulting services for a total estimated annual amount of \$115,000.



**FIRST AMENDMENT TO PROFESSIONAL GRANT WRITING SERVICES
AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND
IN REM SOLUTIONS, INC.**

THIS AGREEMENT, dated this 21st day of June 2018, by and between:

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

and

IN REM SOLUTIONS, INC., a Company authorized to do business in the State of Florida, with a business address of **875 Aurelia Street, Boca Roton, FL 33486**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

WHEREAS, pursuant to **Section 35.18(C)(2) entitled "Professional Services,"** on **April 17, 2018, nunc pro tunc October 1, 2017**, the CITY and CONTRACTOR entered into the Original Agreement for **Professional Grant Writing Services** for an initial **one (1) year period**, ending on **September 30, 2018**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement for additional one (1) year terms upon mutual consent, evidenced by a written amendment; and,

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

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

W I T N E S S E T H

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

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

SECTION 2. The Original Agreement is hereby renewed for the **first one (1) year renewal** period commencing on **October 1, 2018** and terminating on **September 30, 2019**.

SECTION 3. In the event of any conflict or ambiguity by and between the terms and



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

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

SECTION 5. Each Exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

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



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

ATTEST:

CITY:


MARLENE D. GRAHAM,
CITY CLERK

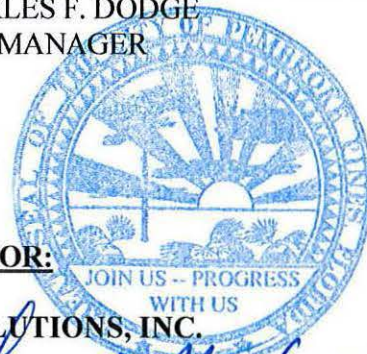
6/21/18

CITY OF PEMBROKE PINES

BY: 
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM


OFFICE OF THE CITY ATTORNEY




CONTRACTOR:

WITNESSES

IN REM SOLUTIONS, INC.


John T. Mulhally

BY: 
Print Name: Lisa N. Mulhall

Print Name

Theresa Rey

Title: President

Print Name

Theresa Rey

STATE OF

Florida

COUNTY OF

Palm Beach^{SS:}

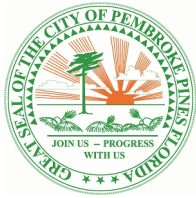
BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Lisa Mulhall as President of **IN REM SOLUTIONS, INC.**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **IN REM SOLUTIONS, 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 7 day of June, 2018.




NOTARY PUBLIC

Theresa Rey
(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: 6C.

File ID: 18-0583

Type: Bid

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 05/29/2018

Short Title: Contract Database Report

Final Action: 06/06/2018

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

- (A) IN REM SOLUTIONS, INC. - PROFESSIONAL GRANT WRITING CONSULTING SERVICES
- (B) AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. - EMERGENCY HOME ENERGY ASSISTANCE PROGRAM (EHEAP)
- (C) BROWARD COUNTY TRANSIT DIVISION - COMMUNITY BUS SERVICE PROGRAM
- (D) DR. RICHARD S. DELLERSON, MD, FACEP - PEMBROKE PINES MEDICAL DIRECTOR
- (E) AMERICAN SOCCER COMPANY, INC. - PURCHASE OF SOCCER UNIFORMS

***Agenda Date:** 06/06/2018

Agenda Number: 6C.

Internal Notes:

Attachments: 1.Contract Database Report - 06-06-2018, 2. In Rem Solutions, Inc. - Grant Writing Services (ALL BACKUP), 3. Areawide Council on Aging of Broward County, Inc. - Emergency Home Energy Assistance Program (ALL BACKUP), 4. Broward County Transit Division Interlocal Agreement (ALL BACKUP), 5. Expense-Revenue for Community Bus Program 06-06-2018, 6. Dr. Richard S. Dellerson - Pembroke Pines Fire Medical Director (ALL BACKUP), 7. American Soccer Company, Inc. - Soccer Uniforms (ALL BACKUP)

1 City Commission 06/06/2018 Passed on Consent

Action Text: Items A,B,D and E passed on Consent

Notes:

1 City Commission 06/06/2018 approve

Pass

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

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) IN REM SOLUTIONS, INC. - PROFESSIONAL GRANT WRITING CONSULTING SERVICES
- (B) AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. - EMERGENCY HOME ENERGY ASSISTANCE PROGRAM (EHEAP)
- (C) BROWARD COUNTY TRANSIT DIVISION - COMMUNITY BUS SERVICE PROGRAM
- (D) DR. RICHARD S. DELLERSON, MD, FACEP - PEMBROKE PINES MEDICAL DIRECTOR
- (E) AMERICAN SOCCER COMPANY, INC. - PURCHASE OF SOCCER UNIFORMS

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 June 2018 Contract Database Report, and based on the 90 day requirement, these Agreements are being presented to Commission for approval.

(A) In Rem Solutions, Inc. - Professional Grant Writing Consulting Services

1. On April 4, 2018, the City Commission approved to enter into a Professional Grant Writing Consulting Services Agreement with In Rem Solutions, Inc. for an initial one (1) year period commencing on October 1, 2017 and expiring on September 30, 2018.
2. The City utilizes In Rem Solutions, Inc. to provide professional grant writing consulting services for the City to increase the amount of grant funds available to the City.
3. Pursuant to Section 3.2 of the Original Agreement, the term may be extended for additional one (1) year terms upon mutual consent, evidenced by a written Amendment.
4. The City of Pembroke Pines Administration recommends that the City renew this Agreement for an additional one (1) year term, commencing on October 1, 2018 and expiring September 30, 2019, as allowed by the agreement.

(B) Areawide Council on Aging of Broward County, Inc. - Emergency Home Energy Assistance Program (EHEAP)

1. On April 9, 2014, the City Commission approved to enter into a Grant Agreement with

Areawide Council on Aging of Broward County, Inc. for an initial one (1) year period commencing on March 1, 2014 and expiring on March 31, 2015.

2. EHEAP is designed to assist low-income households with at least one member 60 years of age or older experiencing a heating or cooling emergency.

3. Pursuant to Section 5 of the Original Agreement, the term may be extended by mutual agreement of the Parties, in accordance with section 287.058(1)(g), F.S., the Council may renew the contract for a period not to exceed three years, or the term of the original contract.

4. To date, the agreement has had five (5) amendments, including three (3) one (1) year renewals, extending the term of the agreement to September 30, 2018.

5. To date, the application to submit for the EHEAP has not been received. The Community Services Department will present this application on a future agenda item once it has been received and completed.

(C) Broward County Transit Division - Community Bus Service Program (Fund 128)

1. On September 3, 2014, the City Commission approved to enter into an Interlocal Agreement with the Broward County Transit Division for an initial three (3) year period commencing on September 23, 2014 and expiring on September 30, 2017.

2. The City utilizes Broward County Transit Division to provide funding and community bus transportation to the residents of Pembroke Pines and includes the Blue, Gold and Green routes.

3. Pursuant to Section 5.1 of the Original Agreement, the term may be extended for up to two (2) additional one (1) year renewal periods upon written approval Contract Administration.

4. To date, the agreement has had one (1) amendment, including one (1) one (1) year renewal, extending the term of the agreement to September 30, 2018.

5. The Community Services Department recommends that the City renew the agreement for an additional one (1) year term, commencing on October 1, 2018 and expiring September 30, 2019, as allowed by the agreement.

(D) Dr. Richard S. Dellerson, MD, FACEP - Medical Director

1. On August 7, 2013, the City Commission approved to enter into an agreement with Dr. Richard S. Dellerson, MD, FACEP for an initial one (1) period commencing October 1, 2013 and expiring September 30, 2014.

2. The City utilizes Dr. Richard S. Dellerson, MD, FACEP to provide Medical Director Services and to supervise and assume direct responsibility for the medical performance of the City's emergency medical technicians and paramedics.

3. Pursuant to Section 2 of the Original Agreement, the agreement may be renewed upon the mutual consent of the Parties for five (5) additional one (1) year terms.
4. To date, the agreement has had five (5) amendments, including four (4) one (1) year renewals which extended the term of the agreement to September 30, 2018.
5. The Fire Department Recommends that the City renew the agreement for an additional one (1) year term, commencing on October 1, 2018 and expiring September 30, 2019, as allowed by the agreement.

(E) American Soccer Company, Inc. - Purchase of Soccer Uniforms

1. On October 21, 2015, the City Commission approved to enter into an agreement with American Soccer Company, Inc. for an initial two (2) year period commencing October 1, 2015 and expiring September 30, 2017.
2. The City utilizes American Soccer Company, Inc. for the purchase of soccer uniforms which includes full sets of matching soccer uniforms, shirts with silkscreened logo on front and sponsor's name and player number on back of shirts and shorts, and socks.
3. Pursuant to Section 2.2 of the Original Agreement, the Agreement may be renewed for three (3) additional one (1) year terms upon mutual written consent, evidenced by a written Amendment.
4. To date, this agreement has had one (1) amendment, which included one (1) one (1) year renewal which extended the term of the Agreement to September 30, 2018.
5. The Recreation & Cultural Arts Department recommends that the City renew the agreement for an additional one (1) year term, commencing on October 1, 2018 and expiring September 30, 2019, as allowed by the agreement.



PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated ^{APRIL 17, 2018}~~October 1, 2017~~, nunc pro tunc, by and between:

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

and

IN REM SOLUTIONS, INC., a **Company**, authorized to do business in the State of Florida, with a business address of **875 Aurelia St, Boca Rotan, FL 33486** (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

RECITALS:

WHEREAS, the CITY desires to obtain grant funding for various projects and to further expansion and growth of the development of the City of Pembroke Pines; and,

WHEREAS, the CITY desires to engage a consultant to provide **Grant Writing Consulting Services**; and,

WHEREAS, these are specialized and intricate areas of expertise requiring specific knowledge and skill; and,

WHEREAS, CONSULTANT maintains all required licenses necessary to perform the services required by this Agreement; and,

WHEREAS, CONSULTANT possesses specific knowledge, skills, abilities, experiences, and expertise in the required areas that would particularly benefit CITY; and,

WHEREAS, the City procured pricing for this service under **Section 35.18(C)(2), entitled "Professional Services,"** of the Procurement Code; and,

WHEREAS, **Section 35.18(C)(2)** of the Procurement Code authorizes the City to enter into contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique, without formal bidding procedures; however, state laws, such as the Consultants' Competitive Negotiation Act of the state statutes, as may be amended from time to time to the extent applicable, shall be followed; and,

WHEREAS, CITY desires to employ CONSULTANT to perform the services required herein for the CITY.

WITNESSETH:



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

ARTICLE 1

PREAMBLE

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

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONSULTANT hereby agrees to perform and provide **professional grant writing consulting services** for the CITY to increase the amount of grant funds available to the CITY, or other services which may otherwise be required.

2.2 CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.4 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional and ethical guidelines established by their profession. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.

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

2.6 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY.



ARTICLE 3 TERM AND TERMINATION

3.1 CONSULTANT shall perform the services as identified in **Article 2** and made part hereof, for an initial period **commencing on October 1, 2017 and ending September 30, 2018.**

3.2 This agreement may be renewed for **additional one (1) year terms** upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 *Post Contractual Obligations:* In the event that the term of this agreement expires, the CONSULTANT agrees to continue providing services, at the current rates, on a month to month basis until the CITY establishes a new contract for services.

3.4 This Agreement may be terminated by either party for convenience, upon **thirty (30) calendar day's** written notice to the other party in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY immediately.

ARTICLE 4 COMPENSATION AND METHOD OF PAYMENT

4.1 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. CITY agrees to compensate CONSULTANT for all services performed by CONSULTANT **at a rate of one hundred and fifty and 00/100 dollars (\$150.00) an hour on an as needed basis.**

4.2 CITY will make its best efforts to pay CONSULTANT within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

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

4.4 Payment will be made to CONSULTANT at:

**In Rem Solutions, Inc.
875 Aurelia St.
Boca Rotan, FL 33486**

ARTICLE 5 CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK



5.1 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Article 2** of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONSULTANT be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6

INDEMNIFICATION

6.1 CONSULTANT shall indemnify and hold harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONSULTANT, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONSULTANT pursuant to this Agreement.

6.2 CONSULTANT shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONSULTANT pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 Upon the completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article survive indefinitely.

6.4 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONSULTANT.

6.5 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under section 768.28, Florida Statutes, as may be amended from time to time.

6.6 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONSULTANT and that §725.06, Florida Statutes, requires a specific consideration be given therefor. The parties therefore agree that the sum



of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONSULTANT. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 7 **INSURANCE**

7.1 The CONSULTANT shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONSULTANT or its employees, agents, servants, partners principals or subcontractors. The CONSULTANT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

7.2 CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this Article and such insurance has been approved by the Risk Manager of the CITY nor shall the CONSULTANT allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONSULTANT shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as



proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.

7.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONSULTANT engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONSULTANT shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. Coverage for the CONSULTANT and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B – \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONSULTANT claims to be exempt from this requirement, CONSULTANT shall provide CITY proof of such exemption along with a written request for CITY to exempt CONSULTANT, written on CONSULTANT letterhead.

7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:



1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

7.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.6.5 Sexual Abuse may not be excluded from any policy.

7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
- 7.7.2 Waiver of all Rights of Subrogation against the CITY
- 7.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY
- 7.7.4 CONSULTANT(s) policies shall be Primary & Non-Contributory
- 7.7.5 All policies shall contain a “severability of interest” or “cross liability” liability clause without obligation for premium payment of the CITY
- 7.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

7.8 CONSULTANT shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

7.9 Any insurance required of the CONSULTANT pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONSULTANT and provided proof of such coverage is provided to CITY. The CONSULTANT and any subcontractors shall maintain such policies during the term of this Agreement.

7.10 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 8

DAMAGES



8.1 The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONSULTANT to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONSULTANT's failure to perform in accordance with the requirements of this Agreement.

ARTICLE 9 **BANKRUPTCY**

9.1 It is agreed that if CONSULTANT is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 10 **INDEPENDENT CONTRACTOR**

10.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONSULTANT's Funds provided for herein. The CONSULTANT agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 11 **VENUE**

11.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 12 **PUBLIC RECORDS**



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

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

12.1.2 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;

12.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, 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

12.1.4 Upon completion of the contract, 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.

12.2 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.

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

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 13
NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**



13.1 During the performance of the Agreement, neither CONSULTANT nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONSULTANT will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONSULTANT further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 14

SIGNATORY AUTHORITY

14.1 CONSULTANT shall provide CITY with copies of requisite documentation evidencing that the signator for CONSULTANT has the authority to enter into this Agreement.

ARTICLE 15

MERGER; AMENDMENT

15.1 This Agreement constitutes the entire Agreement between CONSULTANT and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONSULTANT and CITY with the same formality and equal dignity herewith.

ARTICLE 16

MISCELLANEOUS

16.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. CITY hereby agrees to use CONSULTANT's work product for its intended purposes.

16.2 **Records.** CONSULTANT shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.



16.3 **Assignments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assignees.

16.4 **No Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

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

City: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33025
Telephone No.: (954) 450-1040

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

Contractor: Lisa N. Mulhall
In Rem Solutions, Inc.
875 Aurelia St.
Boca Roton, FL 33486
Telephone No: (561) 955-1550
Email: lmulhall@inremsolutions.com

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



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

16.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

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

16.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

16.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

16.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

16.13 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:


MARLENE D. GRAHAM, CITY CLERK

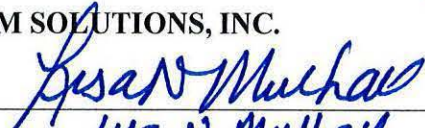
By: 
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:


OFFICE OF THE CITY ATTORNEY

CONSULTANT:

IN REM SOLUTIONS, INC.

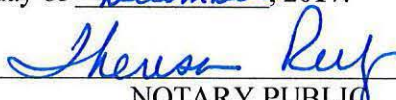
By: 
Name: Lisa N Mulhau
Title: President

STATE OF Florida
COUNTY OF Palm Beach



BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Lisa N Mulhau as President of **In Rem Solutions, Inc.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **In Rem Solutions, 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 12 day of December, 2017.


NOTARY PUBLIC

Theresa Rey

(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: 1.

File ID: 18-0016

Type: Purchase

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 01/08/2018

Short Title: Grant Writing - In Rem Solutions

Final Action: 04/04/2018

Title: MOTION TO RATIFY THE CITY MANAGER'S APPROVAL TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH IN REM SOLUTIONS, INC. TO PROVIDE GRANT WRITING CONSULTING SERVICES TO THE CITY OF PEMBROKE PINES FOR THE PERIOD FROM OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018 AT A RATE OF \$150 PER HOUR ON AN AS NEEDED BASIS.

***Agenda Date:** 04/04/2018

Agenda Number: 1.

Internal Notes:

Attachments: 1. Professional Grant Writing Services - In Rem Solutions, Inc (NOT FULLY EXECUTED), 2. Summary of Previous Projects

1 City Commission 04/04/2018 approve Pass

Action Text: A motion was made by Commissioner Good, seconded by Vice Mayor Castillo, to approve. The motion carried by the following vote:

Notes:

Aye: - 5 Mayor Ortis, Vice Mayor Castillo, Commissioner Schwartz,
Commissioner Siple, and Commissioner Good
Nay: - 0

MOTION TO RATIFY THE CITY MANAGER'S APPROVAL TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH IN REM SOLUTIONS, INC. TO PROVIDE GRANT WRITING CONSULTING SERVICES TO THE CITY OF PEMBROKE PINES FOR THE PERIOD FROM OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018 AT A RATE OF \$150 PER HOUR ON AN AS NEEDED BASIS.

SUMMARY EXPLANATION AND BACKGROUND:

1. The City desires to obtain grant funding for various projects and for the further expansion and growth of the development of the City.
2. The City would like to contract with a consultant to provide grant writing services as the grant writing process requires specific knowledge and skill.
3. The City of Pembroke Pines has been utilizing the professional services of In Rem Solutions, Inc. for grant writing services in previous years. Attached is a summary of previous projects which they have worked on.
4. Section 35.18(C)(2) of the Procurement Code authorizes the City to enter into contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique, without formal bidding procedures; however, state laws, such as the Consultants' Competitive Negotiation Act of the state statutes, as may be amended from time to time to the extent applicable, shall be followed.
5. The City would like to continue utilizing In Rem Solutions, Inc. and has agreed to compensate them at a rate of \$150 per hour on an as needed basis.
6. The agreement will be for an initial period commencing on October 1, 2017 and ending September 30, 2018, and may be renewed for additional one (1) year terms upon mutual consent, evidenced by a written Amendment.
7. Recommend Commission to ratify the City Manager's approval to enter into a professional services agreement with In Rem Solutions, Inc. to provide Grant Writing Consulting Services to the City of Pembroke Pines for the period from October 1, 2017 through September 30, 2018 at a rate of \$150 per hour on an as needed basis.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** Staff has budgeted for \$75,000.
- b) **Amount budgeted for this item in Account No:** Funds are currently budgeted for this project in account # 1-519-800-31500 (Professional Services-Other)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable.
- e) **Detail of additional staff requirements:** Not Applicable.

City of Pembroke Pines
In Rem Solutions, Inc. - Grants Report 2009-2018

<i>Year</i>	<i>Source</i>	<i>Program</i>	<i>Project</i>	<i>Funded</i>
2009	Federal	EECBG	Energy Efficiency & Conservation Grant	\$1,856,526
2009	Federal	US Department of Agriculture	National School Lunch Program	\$69,608
2009	State	FL Department of Children & Families/Broward Children's Services Council	Transitional Living @ Forman Health & Human Services Campus - Year 2	\$93,000
2010	National	National League of Cities	Municipal Excellence-Forman Human Services Campus	Finalist
2011	Federal	Federal Transit Administration/FDOT	Bus Grant	\$475,000
2012	National	US Conference of Mayors & Americans for the Arts	Public Leadership in the Arts	Awarded
2012	National	Harvard Kennedy School's Innovations in American Government	Bright Ideas Award-Municipal Charter Schools	Awarded
2012	State	Florida Recreation Development Assistance Program "FRDAP"	Raintree Park	\$200,000
2012	Broward Children's Services Council	Broward Children's Services Council MOST (Maximizing Out of School Time) Program	Special Needs Summer Camp	\$104,000 annually for 3 years to total \$312,000
2012	Federal	FTA Section 5310	New bus	\$72,000
2012	Foundation	Community Foundation of Broward County	Re-Engage for Good	\$5,000
2013	Foundation	Community Foundation of Broward	Re-engage for Good	\$12,500
2013	Federal	FL Department of Transportation FDOT – Section 5310	Bus Grant-Enhanced Mobility for Seniors	\$76,759
2013	Federal	FL Department of Transportation FDOT – Section 5310	Pines Blvd Beautification	\$67,000
2013	Foundation	Florida League of Cities	E. Harris Drew Lifetime Achievement Award presented to Mayor Ortis	Awarded
2014	Federal	National Endowment for the Arts - Our Town	City Center-The Frank Programming & Plaza Design	\$50,000
2014	Federal	FDOT Section 5310 Mobility for Seniors	Bus + equipment and operating funds	\$107,634
2014	Foundation	Community Foundation of Broward	Art of Community Engagement @ City Center	\$30,000

City of Pembroke Pines
In Rem Solutions, Inc. - Grants Report 2009-2018

2014	State	FL League of Cities Award	City Spirit and Environmental Stewardship – Recycling Program	Awarded
2014	State	FL Div of Cultural Affairs	Cultural Facilities Grant – City Center – The Frank construction	\$500,000
2014	Foundation	U.S. Conference of Mayors	Dollarwise Financial Education Award	Awarded
2015	State	FDOT Section 5310	Bus Grant	\$176,000
2015	Foundation	Harvard Innovations	Bright Ideas Award for The Frank programming	Awarded
2015	County	Broward Tourist Development Tax Capital Challenge	City Center - Great Hall & Frank construction	\$462,350
2015	Foundation	National League of Cities	Let's Move Community Fitness	Awarded Bronze Medal
2015	State	FL Division of Cultural Affairs	Cultural Facilities – City Center – The Frank construction	\$500,000
2016	Foundation	Home Depot	Veterans Housing	\$150,000
2016	State	Section 5310 Bus grant	New buses	\$198,000
2016	State	FL Division of Cultural Affairs	The Frank – Exhibitions & Programming	\$25,000 recommended, \$14,000 appropriated
2017	Federal	FTA Section 5310 Bus Grant	2 Buses + Equipment	\$215,289
2017	Broward Children's Services Council	(Maximizing Out of School Time) MOST Grant	Special Needs Summer Camp	\$107,628 over 3 years to total \$322,884
2017	U.S. Conference of Mayors	Livability Award	Creative Placemaking at Pembroke Pines' City Center	Outstanding Achievement Awarded
2017	U.S. Conference of Mayors	Education – Pathways with a Purpose	College and Career Readiness Programs	Not selected
2017	Florida League of Cities	Municipal Achievement/City Spirit	Creative Placemaking at City Center	Not selected
2017	State	FL Division of Cultural Affairs General Program Support Grant	The Frank Program Support	\$25,000 recommended, \$7,784 appropriated
2017	AARP	AARP Community Challenge	Award for Veteran's job fair	Not selected
2017	Federal	USDOT Transportation Investment Generating	Pembroke Road \$16.8 million	pending

City of Pembroke Pines
In Rem Solutions, Inc. - Grants Report 2009-2018

		Economic Recovery (TIGER) program.		
2017	State	Governor's Job Growth Grant	Sheridan Street widening - \$6.9 million	pending
2018	State	Florida Division of Cultural Affairs	The Frank – Exhibitions & Programming grant	\$25,000 recommended, appropriation pending
2018	Federal	Federal Transit Administration Section 5310	2 new buses + equipment - \$234,214	pending
2018	Federal	FEMA/FL Emergency Management Hurricane Irma Disaster Declaration - Hazard Mitigation Grant Program (HMGP)	In progress	
Total Funded				\$5,973,334

OTHER SERVICES

Grant Administration - Examples:

Broward Community Foundation - Art of Community
FL DCA General Program Support Grants
National Endowment for the Arts Our Town
Broward Tourist Development Tax Capital Challenge

Grants & Awards Research - Examples:

Emergency Management & FEMA Grants
Arts & Design Grants
Infrastructure Grants
Parks & Recreation Grants
Education Grants
Awards – All-America City, Bloomberg, Harvard Innovations, US Conference of Mayors, FL League of Cities

Video Scripts -Examples:

Charter Schools, Parks and Recreation Services, Police Services, Fire Services, Capital Improvement Program, Bond Issue education, Environmental Lands, Affordable Housing, Senior Center Services, City Place, Health Park, Vision 2020.

Special Projects – Examples:

Surtax education program
City Center development support

Master Plans - Examples:

Forman Health Park Master Plan 2004 and 2007

Grant Trainings - Examples:

Research into state and federal funding sources
Nonprofit fundraising efforts
Other trainings as requested by clients