



**TENTH AMENDMENT TO AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
VITAS HEALTHCARE CORPORATION OF FLORIDA**

**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

**VITAS HEALTHCARE CORPORATION OF FLORIDA**, a **Foreign Profit Corporation** as listed with the Delaware Division of Corporations, authorized to do business in the State of Florida, and with a business address of **201 South Biscayne Blvd, Ste. 400, Miami, FL 33131**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

**WHEREAS**, on **June 6<sup>th</sup>, 2011**, the CITY and CONTRACTOR entered into the Original Agreement ("Original Agreement") for bereavement support services, as well as information concerning hospice, palliative care and other related topics to residents of SouthWest Focal Point Senior Center and other individuals for an initial **one (1) year period**, which expired on **June 6<sup>th</sup>, 2012**; 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 **May 23<sup>rd</sup>, 2012**, the Parties executed the First Amendment to the Original Agreement extending the term for an additional one (1) year period, which expired on **June 5<sup>th</sup>, 2013**; and,

**WHEREAS**, on **July 22<sup>nd</sup>, 2013**, the Parties executed the Second Amendment to the Original Agreement, as amended, extending the term for an additional one (1) year period, which expired on **June 5<sup>th</sup>, 2014**; and,

**WHEREAS**, on **June 2<sup>nd</sup>, 2014**, the Parties executed the Third Amendment to the Original Agreement, as amended, extending the term for an additional one (1) year period, which expired on **June 5<sup>th</sup>, 2015**; and,

**WHEREAS**, on **July 1<sup>st</sup>, 2015**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, extending the term for an additional one (1) year period, which expired on **June 5<sup>th</sup>, 2016**; and,



**WHEREAS**, on **June 28<sup>th</sup>, 2016**, the Parties executed the Fifth Amendment to the Original Agreement, as amended, extending the term for an additional one (1) year period, which expired on **June 5<sup>th</sup>, 2017**; and,

**WHEREAS**, on **June 15<sup>th</sup>, 2017**, the Parties executed the Sixth Amendment to the Original Agreement, as amended, extending the term for an additional one (1) year period, which expired on **June 5<sup>th</sup>, 2018**; and,

**WHEREAS**, on **September 4<sup>th</sup>, 2018**, the Parties executed the Seventh Amendment to the Original Agreement, as amended, extending the term for an additional one (1) year period, which expired on **June 5<sup>th</sup>, 2019**; and,

**WHEREAS**, on **February 20<sup>th</sup>, 2019**, the Parties executed the Eighth Amendment to the Original Agreement, as amended, extending the term for an additional one (1) year period, which expired on **June 5<sup>th</sup>, 2020**; and,

**WHEREAS**, on **June 30<sup>th</sup>, 2020** *nunc pro tunc* **June 5<sup>th</sup>, 2020**, the Parties executed the Ninth Amendment to the Original Agreement, as amended, to extend the term through and including **November 5<sup>th</sup>, 2020**; and,

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

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

**WHEREAS**, the Parties further desire to execute the ninth **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.** The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

**SECTION 2.** The Original Agreement, as amended, is hereby amended to include Section 12 as set forth below:

12. **INDEPENDENT CONTRACTOR:** This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the parties that CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes,



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

**SECTION 3.** The Original Agreement, as amended, is hereby amended to include Section 13 as set forth below:

**13. PUBLIC RECORDS:**

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

A.1 Keep and maintain public records required by the CITY to perform the service;

A.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;

A.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

A.4 Upon completion of the Agreement, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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



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

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

**SECTION 4.** The Original Agreement, is hereby renewed for an additional **one (1) year** renewal period commencing on **November 6<sup>th</sup>, 2020** and terminating on **November 5<sup>th</sup>, 2021**.

**SECTION 5.** In the event of any conflict or ambiguity by and between the terms and provisions of this Tenth Amendment, the Ninth Amendment, the Eighth Amendment, the Seventh Amendment, the Sixth Amendment, the Fifth Amendment, the Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

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

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

**SECTION 8.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

**SECTION 9.** Each party agrees that electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this Agreement and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a



document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

**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

**CONTRACTOR:**

**VITAS HEALTHCARE CORPORATION OF  
FLORIDA**

Signed By: \_\_\_\_\_

Name: GEORGE M. TORESKY

Title: GENERAL MANAGER





**NINTH AMENDMENT TO AGREEMENT BETWEEN VITAS HEALTHCARE CORPORATION OF FLORIDA AND THE CITY OF PEMBROKE PINES**

THIS AGREEMENT, dated this 30<sup>th</sup> day of June 2020, *nunc pro tunc* June 5, 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

**VITAS HEALTHCARE CORPORATION OF FLORIDA**, a Profit Corporation as listed with the Delaware Division of Corporations, authorized to do business in the State of Florida, with a business address of **201 South Biscayne Blvd., Suite #400, Miami, FL 33131**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "Parties".

**WHEREAS**, on June 6, 2011, the Parties entered into a one (1) year Agreement ("Original Agreement") whereby CONTRACTOR would provide bereavement support services, as well as information concerning hospice, palliative care and other related topics to residents of the Southwest Focal Point Senior Center and other individuals; 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 **May 23, 2012**, the Parties executed the First Amendment to the Original Agreement, thereby providing for an extension of the term for an additional one (1) year, up to and including **June 5, 2013**; and,

**WHEREAS**, on **July 22, 2013**, the Parties executed the Second Amendment to the Original Agreement, as amended, thereby providing for an extension of the term for an additional one (1) year, up to and including **June 5, 2014**; and,

**WHEREAS**, on **June 2, 2014**, the Parties executed the Third Amendment to the Original Agreement, as amended, thereby providing for an extension of the term for an additional one (1) year, up to and including **June 5, 2015**; and,

**WHEREAS**, on **July 15, 2015**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, thereby providing for an extension of the term for an additional one (1) year, up to and including **June 5, 2016**; and,

**WHEREAS**, on **June 28, 2016**, the Parties executed the Fifth Amendment to the Original



Agreement, as amended, thereby providing for an extension of the term for an additional one (1) year, up to and including **June 5, 2017**; and,

**WHEREAS**, on **June 15, 2017**, the Parties executed the Sixth Amendment to the Original Agreement, as amended, thereby providing for an extension of the term for an additional one (1) year, up to and including **June 5, 2018**; and,

**WHEREAS**, on **June 5, 2018**, the Parties executed the Seventh Amendment to the Original Agreement, as amended, thereby providing for an extension of the term for an additional one (1) year, from **June 6<sup>th</sup>, 2018** to **June 5, 2019**; and,

**WHEREAS**, on **February 20, 2019**, the Parties executed the Eighth Amendment to the Original Agreement, as amended, thereby providing for an extension of the term for an additional one (1) year, from **June 6<sup>th</sup>, 2019** to **June 5, 2020**; and,

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

**WHEREAS**, the Parties specifically seek to execute the Ninth Amendment to the Original Agreement, as amended, extending the term of the Original Agreement through and including **November 5, 2020** in accordance with the terms and conditions set forth herein; and,

**WHEREAS**, Section 35.29(C) of the City Charter authorizes the City Manager to extend, for operational purposes, and for a maximum of 180 days, any contract previously approved by the City Commission and entered into by the City.

#### **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, as amended, is hereby extended through and including **November 5, 2020**.

**SECTION 3.** In the event of any conflict or ambiguity by and between the terms and provisions of this Ninth Amendment, the Eighth Amendment, the Seventh Amendment, the Sixth Amendment, the Fifth Amendment, the Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, as amended, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.



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

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

**SECTION 6.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

**THE REMAINDER OF THIS PAGE**

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

ATTEST:

MARLENE D. GRAHAM,  
CITY CLERK

6/30/2020

CITY:

CITY OF PEMBROKE PINES

BY:

CHARLES F. DODGE  
CITY MANAGER

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY



CONTRACTOR:

VITAS HEALTHCARE CORPORATION

BY:

Print Name:

GEORGE M. TOKESKY

Title:

GENERAL MANAGER



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/16/2019

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

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

<b>PRODUCER</b> MCGRIFF, SEIBELS & WILLIAMS, INC. 3400 Overton Park Drive SE Suite 300 Atlanta, GA 30339	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 404 497-7500 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> VITAS Healthcare Corporation 201 S. Biscayne Blvd, 4th Floor Miami, FL 33131	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A - Lexington Insurance Company</td><td>19437</td></tr><tr><td>INSURER B - Sentry Insurance A Mutual Company</td><td>24988</td></tr><tr><td>INSURER C - Sentry Casualty Company</td><td>28460</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A - Lexington Insurance Company	19437	INSURER B - Sentry Insurance A Mutual Company	24988	INSURER C - Sentry Casualty Company	28460	INSURER D:		INSURER E:		INSURER F:	
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INSURER C - Sentry Casualty Company	28460														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES      CERTIFICATE NUMBER: 9QNKQXMD      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Employee Benefits <input checked="" type="checkbox"/> \$15,000,000 Policy Agg. GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	6797844	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		90-05519-14	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp. \$1,000 deductible \$ Coll. \$1k deductible
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	90-05519-06 (AOS) 90-05519-07 (WI)	10/01/2019	10/01/2020	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY		6797844	10/01/2019	10/01/2020	Each Claim \$ 5,000,000 Aggregate \$ 10,000,000 Self Insured Retention \$ 750,000 \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
General Liability - Self-Insured Retention - \$25,000  
Excess Policy applies to General and Professional Liability coverage only  
RE: Agreement with Pembroke Pines SW Focal Point Community Center and Vitas Healthcare Corporation. City of Pembroke Pines is included as Additional Insured for General Liability as respects liability arising out of operations conducted by the Insured on behalf of the Certificate holder as required by written contract.

<b>CERTIFICATE HOLDER</b>  City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## **Rojas, Dominique**

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**From:** Rotstein, Daniel  
**Sent:** Monday, June 29, 2020 11:03 AM  
**To:** Rojas, Dominique  
**Subject:** FW: Vitas Healthcare - Hospice and Palliative Care Agreement - 9th Amendment (Extension) - Risk Approval Request  
**Attachments:** COI (GL, Auto, WC, PL)(Revised).pdf; Vitas Healthcare Corp. - Palliative & Hospice Care - 9th Amendment (20200616)(R1).pdf; Vitas Healthcare Corporation - Eighth Amendment (Orig - 8th A)(ALL BACKUP).pdf

Approved COI

**From:** Rojas, Dominique  
**Sent:** Monday, June 29, 2020 9:08 AM  
**To:** Rotstein, Daniel <drotstein@ppines.com>  
**Cc:** Contracts <contracts@ppines.com>  
**Subject:** Vitas Healthcare - Hospice and Palliative Care Agreement - 9th Amendment (Extension) - Risk Approval Request

Dear Daniel,

Good morning.

Please could you review the attached COI for the above-referenced agreement, and advise us of your approval/comments accordingly?

Kindest regards,

**Dominique Rojas** • Contracts Specialist  
Finance Department  
**City of Pembroke Pines**  
601 City Center Way, Pembroke Pines, FL 33025  
Direct: 954-392-9436  
Email: [drojas@ppines.com](mailto:drojas@ppines.com)  
Main: 954-392-9435  
Team Email: [contracts@ppines.com](mailto:contracts@ppines.com)  
[www.ppines.com](http://www.ppines.com)



**EIGHTH AMENDMENT TO AGREEMENT BETWEEN VITAS HEALTHCARE CORPORATION OF FLORIDA AND THE CITY OF PEMBROKE PINES**

THIS AGREEMENT, dated this 20<sup>th</sup> day of February 2019, by and between:

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

and

**VITAS HEALTHCARE CORPORATION OF FLORIDA**, a Company authorized to do business in the State of Florida, with a business address of **201 South Biscayne Blvd., Suite #400, Miami, FL 33131**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "Parties".

**WHEREAS**, on June 6, 2011, the Parties entered into a one (1) year Agreement ("Original Agreement") whereby CONTRACTOR would provide bereavement support services, as well as information concerning hospice, palliative care and other related topics to residents of the Southwest Focal Point Senior Center and other individuals; 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 May 23, 2012, the Parties executed the **First Amendment** to the Original Agreement, thereby providing for an extension of the term for an additional one (1) year, up to and including June 5, 2013; and,

**WHEREAS**, on July 22, 2013, the Parties executed the **Second Amendment** to the Original Agreement, as amended, thereby providing for an extension of the term for an additional one (1) year, up to and including June 5, 2014; and,

**WHEREAS**, on June 2, 2014, the Parties executed the **Third Amendment** to the Original Agreement, as amended, thereby providing for an extension of the term for an additional one (1) year, up to and including June 5, 2015; and,

**WHEREAS**, on July 15, 2015, the Parties executed the **Fourth Amendment** to the Original Agreement, as amended, thereby providing for an extension of the term for an additional one (1) year, up to and including June 5, 2016; and,

**WHEREAS**, on June 28, 2016, the Parties executed the **Fifth Amendment** to the Original Agreement, as amended, thereby providing for an extension of the term for an additional one (1) year, up to and including June 5, 2017; and,





**WHEREAS**, on June 15, 2017, the Parties executed the **Sixth Amendment** to the Original Agreement, as amended, thereby providing for an extension of the term for an additional one (1) year, up to and including June 5, 2018; and,

**WHEREAS**, on June 5, 2018, the Parties executed the **Seventh Amendment** to the Original Agreement, as amended, thereby providing for an extension of the term for an additional one (1) year, from June 6<sup>th</sup>, 2018 to June 5, 2019; and,

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

**WHEREAS**, the Parties specifically seek to execute the **Eighth Amendment** to the Agreement, as amended, 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, as amended, is hereby renewed for the **Eighth, one (1) year renewal** period commencing on **June 6<sup>th</sup>, 2019** and terminating on **June 5<sup>th</sup>, 2020**.

**SECTION 3.** In the event of any conflict or ambiguity by and between the terms and provisions of this **Eighth Amendment**, the Seventh Amendment, the Sixth Amendment, the Fifth Amendment, the Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, as amended, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

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

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

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

ATTEST:

  
MARLENE D. GRAHAM,  
CITY CLERK

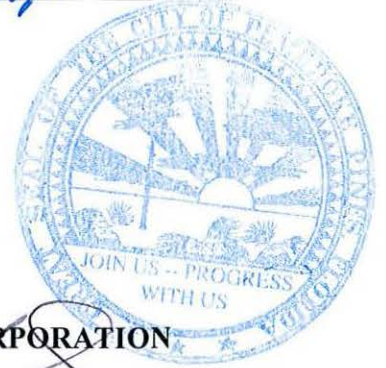
CITY:

CITY OF PEMBROKE PINES

BY:   
CHARLES F. DODGE  
CITY MANAGER

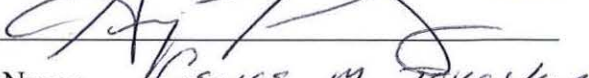
APPROVED AS TO FORM

 4/15/19  
OFFICE OF THE CITY ATTORNEY



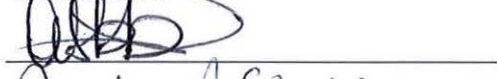
CONTRACTOR:


VITAS HEALTHCARE CORPORATION

BY:   
Print Name: GEORGE M. TOKESKY

Title: GENERAL MANAGER

WITNESSES

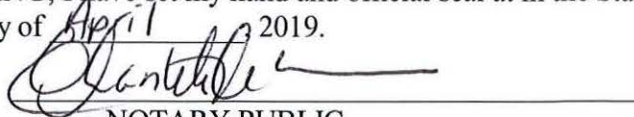
  
Andrea Stubbs  
Print Name

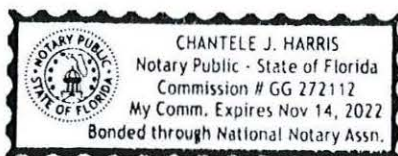
  
Asmehg Jacobs  
Print Name

STATE OF Florida )  
COUNTY OF Broward ) ss:

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared GEORGE M. TOKESKY as GENERAL MANAGER of **VITAS HEALTHCARE CORPORATION**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **VITAS HEALTHCARE CORPORATION**, 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 10<sup>th</sup> day of April 2019.

  
NOTARY PUBLIC  
Chantele J. Harris  
(Name of Notary Typed, Printed or Stamped)







# City of Pembroke Pines, FL

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

## Agenda Request Form

**Agenda Number: 3(R)**

**File ID:** 19-0182

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

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

**Short Title:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\*Agenda Date: 02/20/2019

Agenda Number: 3(R)

**Internal Notes:**

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

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

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

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

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

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

**Notes:**

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

Nay: - 0

1 City Commission 02/20/2019 approve

Pass

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

**Notes:**

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

Nay: - 0

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REPAIR PROJECTS.

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

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

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

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

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

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

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

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

**SUMMARY EXPLANATION AND BACKGROUND:**

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the December 2018, January and February 2019 Contract Database Report.

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2016.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

Department will start the procurement process for these services.

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

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

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

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

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

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

of home repair services.

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

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

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

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

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

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

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

2017, and expiring June 7, 2019.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/24/2018

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).

<b>PRODUCER</b> MCGRIFF, SEIBELS & WILLIAMS OF GEORGIA, INC. 5605 Glenridge Drive - Suite 300 Atlanta, GA 30342	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 404 497-7500 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> VITAS Healthcare Corporation 201 S. Biscayne Blvd, 4th Floor Miami, FL 33131	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :Lexington Insurance Company</td><td>19437</td></tr><tr><td>INSURER B :Sentry Insurance A Mutual Company</td><td>24988</td></tr><tr><td>INSURER C :Sentry Casualty Company</td><td>28460</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Lexington Insurance Company	19437	INSURER B :Sentry Insurance A Mutual Company	24988	INSURER C :Sentry Casualty Company	28460	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES**

CERTIFICATE NUMBER:P87QKY79

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Employee Benefits <input checked="" type="checkbox"/> \$15,000,000 Policy Agg. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		X	6797844	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			90-05519-14	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp. \$1,000 deductible \$ Coll. \$1k deductible
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	90-05519-06 (AOS) 90-05519-07 (WI)	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY			6797844	10/01/2018	10/01/2019	Each Claim \$ 5,000,000 Aggregate \$ 10,000,000 Self Insured Retention \$ 750,000

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

General Liability - Self-Insured Retention - \$25,000


Excess Policy applies to General and Professional Liability coverage only

RE: Agreement with Pembroke Pines SW Focal Point Community Center and Vitas Healthcare Corporation. City of Pembroke Pines is included as Additional Insured for General Liability as respects liability arising out of operations conducted by the Insured on behalf of the Certificate holder as required by written contract.

**CERTIFICATE HOLDER**

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



**SEVENTH AMENDMENT TO AGREEMENT BETWEEN  
VITAS HEALTHCARE CORPORATION OF FLORIDA AND  
THE CITY OF PEMBROKE PINES**

**THIS SEVENTH AMENDMENT TO THE AGREEMENT** is made and entered into this 14<sup>th</sup> day of September, 2018, by and between:

**CITY OF PEMBROKE PINES, FLORIDA**, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 601 City Center Way, Pembroke Pines, Florida 33025, hereinafter referred to as "CITY";

and

**VITAS HEALTHCARE CORPORATION OF FLORIDA**, a Florida corporation, hereinafter called the "Contractor", whose address is 5420 NW 33rd Ave., Suite 100, Fort Lauderdale, Fl. 33309. City and Contractor hereafter are collectively referred to as the "Parties".

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

**WHEREAS**, on June 6, 2011, the Parties entered into a one-year Agreement ("Original Agreement") whereby Contractor would provide bereavement support services, as well as information concerning hospice, palliative care and other related topics to residents of the Southwest Focal Point Senior Center and other individuals; and

**WHEREAS**, on May 23, 2012, the Parties executed the First Amendment to the Original Agreement, thereby providing for an extension of the term for an additional one (1) year, up to and including June 5, 2013 ("First Amendment"); and

**WHEREAS**, on July 22, 2013, the Parties executed the Second Amendment to the Original Agreement, thereby providing for an extension of the term for an additional one (1) year, up to and including June 5, 2014 ("Second Amendment"); and

**WHEREAS**, on June 2, 2014, the Parties executed the Third Amendment to the Original Agreement, thereby providing for an extension of the term for an additional one (1) year, up to and including June 5, 2015 ("Third Amendment"); and

**WHEREAS**, on July 15, 2015, the Parties executed the Fourth Amendment to the Original Agreement, thereby providing for an extension of the term for an additional one (1) year, up to and including June 5, 2016 ("Fourth Amendment"); and

**WHEREAS**, on June 28, 2015, the Parties executed the Fifth Amendment to the Original Agreement, thereby providing for an extension of the term for an additional one (1) year, up to and including June 5, 2017 (the "Fifth Amendment"); and

**WHEREAS**, on June 15, 2017, the Parties executed the Sixth Amendment to the Original Agreement, thereby providing for an extension of the term for an additional one (1) year, up to and including June 5, 2018 (the "Sixth Amendment"); and

**WHEREAS**, the parties desire to renew the Original Agreement for an additional one year term, up to and including June 5, 2019.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and other good and valuable consideration, the Parties hereto agree as follows:

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

**SECTION 2.** The Parties hereby agree to extend the term of Original Agreement, as amended by the First, Second, Third, Fourth, Fifth, and Sixth Amendments for one (1) additional year, up to and including June 5, 2019.

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

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

**CITY:**

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

**VITAS HEALTHCARE CORPORATION OF FLORIDA**

ATTEST:

By:   
Print Name: Anne-Maria Teti  
Title: Executive Secretary

By:   
Print Name: Donna Borland  
Title: General Manager

(CORPORATE SEAL)



STATE OF FLORIDA )

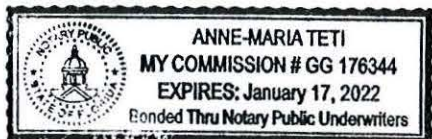
COUNTY OF Broward )

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 17<sup>th</sup> day of August, 2018.

Anne-Maria Teti  
NOTARY PUBLIC

My Commission Expires: January 17, 2022



## **CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135**

I, Donna Borland, General Manager on behalf of Vitas Healthcare Corporation of Florida, certify that Vitas Healthcare Corporation of Florida, does not:

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.

Vitas Healthcare Corporation of Florida

\_\_\_\_\_  
COMPANY NAME



\_\_\_\_\_  
SIGNATURE

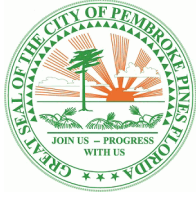
Donna Borland

\_\_\_\_\_  
PRINT NAME

General Manager

\_\_\_\_\_  
TITLE

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



# City of Pembroke Pines, FL

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

## Agenda Request Form

### Agenda Number: 3.

**File ID:** 18-0760

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

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

**Short Title:** VITAS Healthcare

**Final Action:** 08/22/2018

**Title:** MOTION TO APPROVE SEVENTH AMENDMENT BETWEEN CITY OF PEMBROKE PINES/SOUTHWEST FOCAL POINT SENIOR CENTER AND VITAS HEALTHCARE FOR AN ADDITIONAL ONE (1) YEAR TERM.

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

**Agenda Number:** 3.

#### Internal Notes:

**Attachments:** 1. Seventh Amendment VITAS.pdf, 2. COI 2019.pdf

1	City Commission	08/22/2018	approve	Pass
<b>Action Text:</b> 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 SEVENTH AMENDMENT BETWEEN CITY OF PEMBROKE PINES/SOUTHWEST FOCAL POINT SENIOR CENTER AND VITAS HEALTHCARE FOR AN ADDITIONAL ONE (1) YEAR TERM.

**SUMMARY EXPLANATION AND BACKGROUND:**

1. VITAS Health Care provides hospice care in South Florida, they also provide bereavement support services as well as palliative care and other related topics to residents of the Southwest Focal Point Senior Center and other individuals. VITAS will conduct monthly support groups, these groups are provided by a trained staff. Sessions will be for approximately one (1) hour in English and Spanish.
2. The Original Agreement was executed on June 6, 2011 for a one (1) year period. Agreement has been extended subsequently every year with First, Second, Third, Fourth , Fifth, and Sixth Amendments up to an including June 5, 2018. Both parties have agreed to extend the Original Agreement with the Seventh Amendment for the period of June 4, 2018 through June 5, 2019
3. Requesting Commission approval.

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

**FINANCIAL IMPACT DETAIL:2**

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/11/2018

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).

<b>PRODUCER</b> MCGRIFF, SEIBELS & WILLIAMS OF GEORGIA, INC. 5605 Glenridge Drive - Suite 300 Atlanta, GA 30342	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 404 497-7500 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> VITAS Healthcare Corporation 201 S. Biscayne Blvd, 4th Floor Miami, FL 33131	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :Lexington Insurance Company</td><td>19437</td></tr><tr><td>INSURER B :Sentry Insurance A Mutual Company</td><td>24988</td></tr><tr><td>INSURER C :Sentry Casualty Company</td><td>28460</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Lexington Insurance Company	19437	INSURER B :Sentry Insurance A Mutual Company	24988	INSURER C :Sentry Casualty Company	28460	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

**COVERAGES**

CERTIFICATE NUMBER:UF8ZBVDT

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Employee Benefits <input checked="" type="checkbox"/> \$15,000,000 Policy Agg. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		X	6797844	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			90-05519-14	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp. \$1,000 deductible \$ Coll. \$1,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	90-05519-06 (AOS) 90-05519-07 (WI)	10/01/2017	10/01/2018	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY			6797844	10/01/2017	10/01/2018	Each Claim \$ 5,000,000 Aggregate \$ 10,000,000 Self Insured Retention \$ 750,000


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

General Liability - Self-Insured Retention - \$25,000

Excess Policy applies to General and Professional Liability coverage only

RE: Agreement with Pembroke Pines SW Focal Point Community Center and Vitas Healthcare Corporation. City of Pembroke Pines is included as Additional Insured for General Liability as respects liability arising out of operations conducted by the Insured on behalf of the Certificate holder as required by written contract.

**CERTIFICATE HOLDER**

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



**AGREEMENT BETWEEN VITAS HEALTHCARE CORPORATION OF FLORIDA  
AND  
THE CITY OF PEMBROKE PINES**

This AGREEMENT (the "Agreement") is made this 6 day of JUNE, 2011, by and between VITAS HEALTHCARE CORPORATION OF FLORIDA, a Florida corporation, hereinafter called the "Contractor", whose address is 100 S. Biscayne Blvd., Miami, Florida 33131, and THE CITY OF PEMBROKE PINES, hereinafter called the "City", whose address is 10100 Pines Boulevard, Pembroke Pines, Florida 33026.

**WITNESSETH**

**WHEREAS**, the Contractor provides palliative and hospice care in South Florida, and provides outreach and educational programming to individuals so that individuals can make informed decisions in regard to hospice, palliative care, and other related topics; and

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

**WHEREAS**, the City desires to enter into an Agreement with Contractor in order for contractor to provide bereavement support services, as well as information concerning hospice, palliative care and other related topics to residents of the Center and other individuals, and

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

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

1. TERM/TERMINATION:

- A. The term of this Agreement shall commence on June 6, 2011 and terminate on June 6, 2012.
- B. Upon the expiration of the initial term, the parties may renew this Agreement for additional one (1) year terms based upon the mutual written agreement of the parties.
- C. Either party may terminate the Agreement at any time by giving to the other party at least thirty (30) days prior written notice in advance of the termination date.

2. COOPERATION: The City and the Contractor shall work together to establish the educational objectives of the Bereavement Support Group Program ("Program"), and continually evaluate to determine the effectiveness of the Program.

3. CONTRACTOR'S RESPONSIBILITIES:

- A. Contractor shall provide information, education, and resources to assist those who are going through the bereavement period.
- B. Contractor shall conduct a monthly support group at the Center which shall be open to residents at the Center, as well as individuals in the community. The bereavement group will be conducted by a VITAS Chaplain and/or trained staff. Group sessions shall be approximately 1.5 hours in length, and shall be conducted in English. A second support group shall be conducted in Spanish.
- C. Contractor shall provide continuing education in-services and presentations to inform and educate residents and the community about hospice care support when caring for terminally ill individuals and other related information. Contractor shall provide a community liaison to conduct a monthly presentation on hospice, health, and quality of life issues. Presentations shall be made in English and Spanish, as needed. The presentation shall be approximately one hour in length. IN cases of in-service presentations, sign-in shall be required in order to issue the appropriate continuing education credit.
- D. The Contractor shall provide the City with a schedule of the classes to be provided pursuant to this Agreement.
- E. The Contractor shall maintain professional liability insurance for itself and its employees, agents, and officials, with minimum limits of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate. A certificate of insurance evidencing these coverages shall be furnished to the City prior to the first class provided pursuant to this Agreement, and shall name the City as an additional insured. Such certificate shall provide thirty (30) days prior notice to City of its intent to modify or cancel such insurance coverage and;
- F. The Contractor shall also provide proof of workers compensation coverage for its employees, agents, and officials. The Contractor, its employees, agents, and officials are not covered by the City's workers compensation coverage.

4. THE CITY'S RESPONSIBILITIES:

- A. The City shall provide a classroom at the Center for Contractor to provide its educational program pursuant to this Agreement.

- B. The City shall promote the support groups throughout the Center and City by issuing flyers, using local media, and other marketing tools as the City deems appropriate.
  - C. The City shall provide a contact person at the Center to assist Contractor in coordinating the educational programs provided pursuant to this Agreement.
  - D. The City, at its sole and absolute discretion, shall have the right to request that Contractor remove or replace any individual providing services pursuant to this Agreement.
5. RELATIONSHIP: The Contractor and the City are independent entities contracting with each other solely for the purpose of carrying out the terms of this Agreement. The Contractor and its agents and employees participating in this program shall not be considered agents, employees or servants of the City for any purpose. The City and its agents and employees participating in this program shall not be considered agents, employees or servants of the Contractor for any purpose.
6. NO DISCRIMINATION: The Contractor and the City shall comply with all anti-discrimination laws (including, without limitation, those relating to race, color, religion, sex, national origin, age and disability) which may be applicable to their respective activities pursuant to this Agreement.
7. HIPAA COMPLIANCE: Contractor agrees to comply with the applicable provisions of the Federal Privacy Rule promulgated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as contained in 45 CFR Parts 160 and 164 ("the HIPAA Privacy Rule"). Contractor agrees not to use or further disclose any protected health information ("PHI"), as defined in 45 CFR 164.504, other than as permitted by this Agreement and the requirements of the HIPAA Privacy Rule. Contractor will implement appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. Contractor will promptly report to City any use or disclosure of PHI not provided for by this Agreement or in violation of the HIPAA Privacy Rule of which Contractor becomes aware. If Contractor contracts with any agents to whom Contractor provides PHI, Contractor will include provisions in such agreements whereby the Contractor and agent agree to the same restrictions and conditions that apply to Contractor with respect to uses and disclosures of PHI. Contractor will make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services to the extent required for compliance with the HIPAA Privacy Rule. Contractor may de-identify any and all PHI for educational purposes created or received by Contractor under this Agreement, provided, however, that the de-identification conforms to the requirements of the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E. To the extent that information has not been de-identified, Contractor will either return or destroy the information. To the extent that it is not feasible to return or destroy the information, Contractor will continue to safeguard the PHI beyond the termination of this contract to the extent required for compliance with the HIPAA Privacy Rule and not use or disclose the PHI for purposes other than those which

make the return or destruction infeasible.

8. NOTICE: Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. In the event delivery is by facsimile transmission, a copy of the notice shall also be sent by Certified United States Mail, Return Receipt Requested. Notice shall be deemed to have been given upon receipt. For the present, the Contractor and the City designate the following as the respective places for giving of notice:

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

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

CONTRACTOR: Vitas Innovative Hospice Care  
5420 NW 33rd Avenue  
Fort Lauderdale, Florida  
33309  
Telephone No. (954) 486-4085  
Facsimile No. (954) 777-1329

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

11. **MODIFICATION:** This Agreement may be amended, altered, or modified only by a writing signed by both parties.

City of Pembroke Pines

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

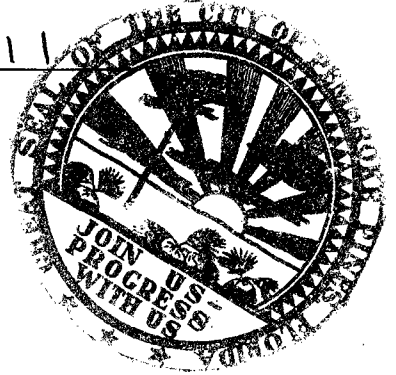
Date: 6-6-11

ATTEST:

Judith A. Neugent  
Judith A. Neugent, City Clerk

Approved as to Form:

[Signature]  
Office of the City Attorney



**VITAS HEALTHCARE CORPORATION**

By: Susan Aiocella  
General Manager  
Print Name and Title

Date: 4/12/2011

STATE OF FLORIDA     )  
                                      )  
COUNTY OF BROWARD    )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Susan Aiocella as General Manager of Vitas Healthcare Corporation, an organization authorized to do business in the State of Florida, who is personally known to me or who has produced N/A as identification and acknowledged (s)he executed the foregoing Agreement as the proper official of Vitas Healthcare Corporation, for the use and purposes mentioned in it and deed of Vitas Healthcare Corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 12<sup>TH</sup> day of April, 2011.

Carol A. McDermott  
NOTARY PUBLIC

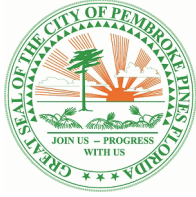
Print or Type Name Carol A. McDermott

My Commission Expires: 5/28/14

SSG:DNT:dnt  
H:\760185.PP\AGMT 2011\Vitas Bereavement Support Groups.docx



CAROL A. McDERMOTT  
MY COMMISSION # DD 989580  
EXPIRES: May 28, 2014  
Bonded Thru Budget Notary Services



# City of Pembroke Pines, FL

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

## Agenda Request Form

### Agenda Number: 6.

**File ID:** 11-1418

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 0

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 05/05/2011

**Short Title:** Vitas Healthcare Corporation

**Final Action:** 05/18/2011

**Title:** MOTION TO APPROVE AN AGREEMENT BETWEEN THE CITY OF  
PEMBROKE PINES / SOUTHWEST FOCAL POINT SENIOR CENTER AND  
VITAS HEALTHCARE CORPORATION FOR A ONE YEAR TERM.

**\*Agenda Date:** 05/18/2011

**Agenda Number:** 6.

#### Internal Notes:

**Attachments:** 1. VITAS Agreement, 2. VITAS Certificate of Insurance

0	Community Services	05/09/2011	sent for approval	Community Services Director
0	Community Services Director	05/09/2011	sent for approval	Budget
0	Budget	05/09/2011	Reviewed for Financial Impact Detail	Finance Director
0	Finance Director	05/09/2011	Approved as to Financial Impact Form	City Attorney
0	City Attorney	05/09/2011	returned for additional information	Community Services Director

**Action Text:** need to attach a revised certificate of insurance naming city as additional insured

0	Community Services Director	05/11/2011	sent for approval	City Attorney
0	City Attorney	05/11/2011	Reviewed by Legal	Assistant City Manager
0	Assistant City Manager	05/11/2011	sent for approval	City Manager
0	City Manager	05/12/2011	approved for the agenda	City Clerk
0	City Commission	05/18/2011	approve	Pass

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

Aye: - 6 Mayor Ortis, Siple, Castillo, McCluskey, Shechter, and Commissioner  
Shechter

Nay: - 0

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MOTION TO APPROVE AN AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES / SOUTHWEST FOCAL POINT SENIOR CENTER AND VITAS HEALTHCARE CORPORATION FOR A ONE YEAR TERM.

**SUMMARY EXPLANATION AND BACKGROUND:**

1. VITAS provides palliative and hospice care in South Florida, they also provide outreach and educational programming to individuals so, that individuals can make decisions in regard to hospice and other related topics.
2. The City of Pembroke Pines/Southwest Focal Point Senior Center provides public services to their senior clientele and to its residents including health support services. Vitas will provide presentations on hospice health and quality of life issues.
3. VITAS will conduct a monthly support group that will be offered to the senior clientele as well as individuals in the community.  
The support groups will be conducted by a VITAS trained staff. These sessions will be for approximately (1) one hour and will be conducted in English and in Spanish.
4. Requesting Commission approval.

**FINANCIAL IMPACT DETAIL:**

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

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

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



**FIRST AMENDMENT TO AGREEMENT BETWEEN  
VITAS HEALTHCARE CORPORATION AND  
THE CITY OF PEMBROKE PINES**

**THIS FIRST AMENDMENT TO THE AGREEMENT** is made and entered into this 29 day of May, 2012, by and between:

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

and

**VITAS HEALTHCARE CORPORATION**, a Florida corporation, hereinafter called the "Contractor", whose address is 100 S. Biscayne Blvd., Miami, Florida 33131. City and Contractor hereafter are collectively referred to as the "Parties".

**WITNESSETH**

**WHEREAS**, on June 6, 2011, the Parties entered into a one-year Agreement ("Original Agreement") whereby Contractor would provide bereavement support services, as well as information concerning hospice, palliative care and other related topics to residents of the Southwest Focal Point Senior Center and other individuals; and

**WHEREAS**, the Parties desire to renew the Original Agreement for an additional one (1) year up to and including June 5, 2013 (the "First Amendment").

**NOW, THEREFORE**, for and in consideration of the mutual covenants and other good and valuable consideration, the Parties hereto agree as follows:

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

**SECTION 2.** City and Contractor hereby agree to renew the Original Agreement for one (1) additional year, up to and including June 5, 2013.

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

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

CITY:

CITY OF PEMBEROKE PINES, FLORIDA

ATTEST:

5/23/12  
JUDITH A. NEUGENT, CITY CLERK

BY:

FRANK C. ORTIS  
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

5/16/12  
OFFICE OF THE CITY ATTORNEY

VITAS HEALTHCARE CORPORATION

By:

Print Name:

Title:

(CORPORATE SEAL)

ATTEST:

By:

Print Name:

Title:

STATE OF FLORIDA )

COUNTY OF Broward )

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

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

Brenda Harrison

NOTARY PUBLIC

Print or Type Name

My Commission Expires: 5/16/2015

SSG:DNT:dnt

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# City of Pembroke Pines, FL

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

## Agenda Request Form

### Agenda Number: 4.

**File ID:** 12-1970

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 0

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 05/01/2012

**Short Title:** Vitas healthcare Corporation

**Final Action:** 05/16/2012

**Title:** MOTION TO APPROVE FIRST AMENDMENT TO AGREEMENT BETWEEN  
VITAS HEALTHCARE CORPORATION AND THE CITY OF PEMBROKE  
PINES FOR AN ADDITIONAL ONE (1) YEAR TERM.

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

**Agenda Number:** 4.

#### Internal Notes:

**Attachments:** 1. Vitas Healthcare First Amendment 2012, 2. Certificate of Insurance 2012

0	Community Services	05/07/2012	sent for approval	Community Services Director
0	Community Services Director	05/07/2012	sent for approval	Budget
0	Budget	05/07/2012	Reviewed for Financial Impact Detail	Finance Director
0	Finance Director	05/07/2012	Approved as to Financial Impact Form	City Attorney
0	City Attorney	05/08/2012	Reviewed by Legal	Assistant City Manager
0	Assistant City Manager	05/08/2012	sent for approval	City Manager
0	City Manager	05/08/2012	approved for the agenda	City Clerk
0	City Commission	05/16/2012	approve	Pass

**Action Text:** A motion was made to approve on the Consent Agenda  
Aye: - 5 Mayor Ortis, Commissioner Shechter, Castillo, Schwartz, and  
Commissioner Siple  
Nay: - 0

MOTION TO APPROVE FIRST AMENDMENT TO AGREEMENT BETWEEN VITAS HEALTHCARE CORPORATION AND THE CITY OF PEMBROKE PINES FOR AN ADDITIONAL ONE (1) YEAR TERM.

**SUMMARY EXPLANATION AND BACKGROUND:**

1. The original Agreement between Vitas Healthcare and the City of Pembroke Pines was executed on June 6, 2011 for a one (1) year period. Both parties agreed to renew the Original Agreement for an additional one (1) Year up to and including June 5, 2013.
2. VITAS Healthcare provides hospice care in South Florida, they also provide bereavement support services as well as palliative care and other related topics to residents of the Southwest Focal Point Senior Center and other individuals.
3. VITAS will conduct monthly support groups conducted by a trained staff, these sessions will be conducted for approximately one (1) hour in English and Spanish.
4. Requesting Commission approval.

**FINANCIAL IMPACT DETAIL:**

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

**SECOND AMENDMENT TO AGREEMENT BETWEEN  
VITAS HEALTHCARE CORPORATION AND  
THE CITY OF PEMBROKE PINES**

**THIS SECOND AMENDMENT TO THE AGREEMENT** is made and entered into this 22 day of July, 2013, by and between:

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

and

**VITAS HEALTHCARE CORPORATION**, a Florida corporation, hereinafter called the "Contractor", whose address is 100 S. Biscayne Blvd., Miami, Florida 33131. City and Contractor hereafter are collectively referred to as the "Parties".

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

**WHEREAS**, on June 6, 2011, the Parties entered into a one-year Agreement ("Original Agreement") whereby Contractor would provide bereavement support services, as well as information concerning hospice, palliative care and other related topics to residents of the Southwest Focal Point Senior Center and other individuals; and

**WHEREAS**, on May 23, 2012, the Parties executed the First Amendment to the Original Agreement, thereby proving for an extension of the term for an additional one (1) year, up to and including June 5, 2013; and

**WHEREAS**, the First Amendment expires on June 5, 2013, and the Parties seek to further extend the Original Agreement, as amended for an additional one (1) year up to and including June 5, 2014 (the "Second Amendment").

**NOW, THEREFORE**, for and in consideration of the mutual covenants and other good and valuable consideration, the Parties hereto agree as follows:

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

**SECTION 2.** The Parties hereby agree to extend the term of Original Agreement, as amended by the First Amendment for one (1) additional year, up to and including June 5, 2014.

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

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

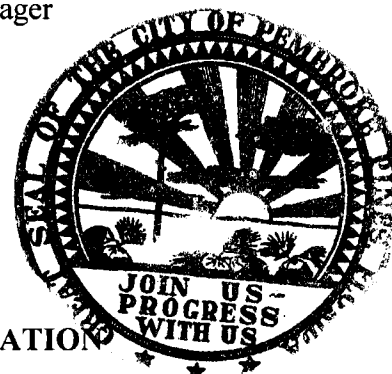
ATTEST:

7/24/13  
JUDITH A. NEUGENT, CITY CLERK

BY: Charles F. Dodge  
CHARLES F. DODGE, City Manager

APPROVED AS TO FORM:

[Signature]  
OFFICE OF THE CITY ATTORNEY



VITAS HEALTHCARE CORPORATION

By: Susan Lyn Acocella  
Print Name: Susan L. Acocella  
Title: General Manager

ATTEST:

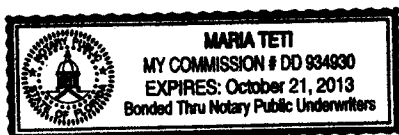
By: Maria Teti  
Print Name: Maria Teti  
Title: \_\_\_\_\_

(CORPORATE SEAL)

STATE OF FLORIDA       )  
                                      )  
COUNTY OF \_\_\_\_\_ )

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 10<sup>th</sup> day of July, 2013.

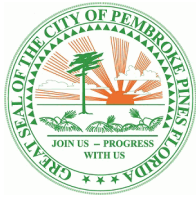


Maria Teti  
NOTARY PUBLIC  
Print or Type Name

My Commission Expires: October 21, 2013

SSG:DNT:SRW

\\gcsbs\company\Library\Library\\_GOV CLIENTS\PP 1956\\_760185 GM\AGMT 2013\Second Amendment Vitas Healthcare.doc



# City of Pembroke Pines, FL

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

## Agenda Request Form

**Agenda Number: 11.**

**File ID:** 13-2519

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 0

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 05/06/2013

**Short Title:** Vitas Healthcare Corporation

**Final Action:** 05/15/2013

**Title:** MOTION TO APPROVE SECOND AMENDMENT TO AGREEMENT  
BETWEEN VITAS HEALTHCARE CORPORATION AND THE CITY OF  
PEMBROKE PINES FOR AN ADDITIONAL ONE YEAR (1) YEAR TERM.

**\*Agenda Date:** 05/15/2013

**Agenda Number:** 11.

### Internal Notes:

**Attachments:** 1. Second Amendment Vitas Healthcare Corp. 2014, 2. Certificate of Insurance-Oct. 2013

0	Community Services	05/06/2013	sent for approval	Community Services Director
0	Community Services Director	05/06/2013	sent for approval	Budget
0	Budget	05/06/2013	Reviewed for Financial Impact Detail	Finance Director
0	Finance Director	05/06/2013	Approved as to Financial Impact Form	City Attorney
0	City Attorney	05/06/2013	Reviewed by Legal	Assistant City Manager
0	Assistant City Manager	05/07/2013	sent for approval	Commission Auditor
0	Commission Auditor	05/07/2013	Approved by Commission Auditor	City Manager
0	City Manager	05/07/2013	approved for the agenda	City Clerk
0	City Commission	05/15/2013	approve	Pass

**Action Text:** A motion was made to approve on the Consent Agenda  
Aye: - 6 Mayor Ortis, Castillo, Schwartz, Shechter, Commissioner Shechter, and  
Commissioner Siple  
Nay: - 0

MOTION TO APPROVE SECOND AMENDMENT TO AGREEMENT BETWEEN VITAS HEALTHCARE CORPORATION AND THE CITY OF PEMBROKE PINES FOR AN ADDITIONAL ONE YEAR (1) YEAR TERM.

**SUMMARY EXPLANATION AND BACKGROUND:**

1. The Original Agreement between VITAS Healthcare and the City of Pembroke Pines was executed on June 6, 2011 for a one (1) year period.
2. The First Amendment was executed on May 23, 2012 after both parties agreed to extend the Original Agreement for an additional one (1) year period, up to and including June 5, 2013.
3. Both Parties agree to extend the Original Agreement for an additional one (1) year up to and including June 5, 2014.
4. VITAS Healthcare provides hospice care in South Florida, they also provide bereavement support services as well as palliative care and other related topics to residents of the City of Pembroke Pines/Southwest Focal Point Senior Center and other individuals.
5. Requesting Commission approval.

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

**FINANCIAL IMPACT DETAIL:**

- a) **Initial Cost:** No Cost to the City.
- b) **Amount budgeted for this item in Account No:** Not Applicable
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable



**THIRD AMENDMENT TO AGREEMENT BETWEEN  
VITAS HEALTHCARE CORPORATION OF FLORIDA AND  
THE CITY OF PEMBROKE PINES**

2<sup>nd</sup> **THIS THIRD AMENDMENT TO THE AGREEMENT** is made and entered into this day of June, 2014, by and between:

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

and

**VITAS HEALTHCARE CORPORATION OF FLORIDA**, a Florida corporation, hereinafter called the "Contractor", whose address is 5420 NW 33<sup>rd</sup> Avenue, Suite 100, Ft. Lauderdale, FL 33309. City and Contractor hereafter are collectively referred to as the "Parties".

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

**WHEREAS**, on June 6, 2011, the Parties entered into a one-year Agreement ("Original Agreement") whereby Contractor would provide bereavement support services, as well as information concerning hospice, palliative care and other related topics to residents of the Southwest Focal Point Senior Center and other individuals; and

**WHEREAS**, on May 23, 2012, the Parties executed the First Amendment to the Original Agreement, thereby providing for an extension of the term for an additional one (1) year, up to and including June 5, 2013; and

**WHEREAS**, on July 22, 2013, the Parties executed the Second Amendment to the Original Agreement, thereby providing for an extension of the term for an additional one (1) year, up to and including June 5, 2014; and

**WHEREAS**, the Second Amendment expires on June 5, 2014, and the Parties seek to further extend the Original Agreement, as amended for an additional one (1) year up to and including June 5, 2015 (the "Third Amendment").

**NOW, THEREFORE**, for and in consideration of the mutual covenants and other good and valuable consideration, the Parties hereto agree as follows:

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

**SECTION 2.** The Parties hereby agree to extend the term of Original Agreement, as amended by the First and Second Amendments for one (1) additional year, up to and including June 5, 2015.

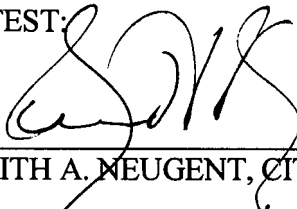
**SECTION 3.** The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.

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

CITY:

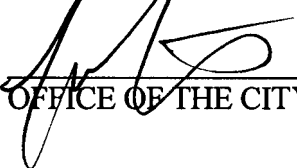
CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

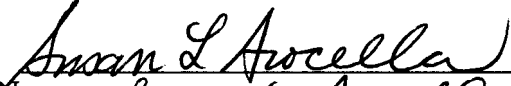
 6/2/14  
JUDITH A. NEUGENT, CITY CLERK

BY:   
CHARLES F. DODGE, City Manager

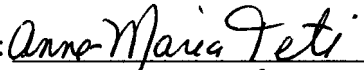
APPROVED AS TO FORM:

  
OFFICE OF THE CITY ATTORNEY

**VITAS HEALTHCARE CORPORATION  
OF FLORIDA**

By:   
Print Name: Susan L. Arcella  
Title: General Manager

ATTEST:

By:   
Print Name: Anne Maria Teti  
Title: Administrative Assistant

(CORPORATE SEAL)

STATE OF FLORIDA )

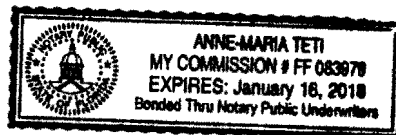
COUNTY OF Broward )

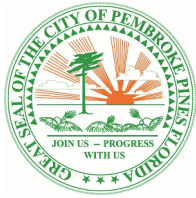
BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Susan Arcella as \_\_\_\_\_ of Vitas Healthcare Corporation, an organization authorized to do business in the State of Florida, who is personally known to me or who has produced \_\_\_\_\_ as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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State  
and County aforesaid on this 7<sup>th</sup> day of May, 2014.

*Anne-Maria Teti*  
NOTARY PUBLIC

My Commission Expires: January 16, 2018  
SSG:DNT:dnt





# City of Pembroke Pines, FL

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

## Agenda Request Form

### Agenda Number: 3.

**File ID:** 14-3079

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 0

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 05/06/2014

**Short Title:** Vitas Health Care Corporation

**Final Action:** 05/21/2014

**Title:** MOTION TO APPROVE THIRD AMENDMENT TO AGREEMENT  
BETWEEN VITAS HEALTHCARE CORPORATION AND THE CITY OF  
PEMBROKE PINES FOR AN ADDITIONAL ONE (1) YEAR TERM.

**\*Agenda Date:** 05/21/2014

**Agenda Number:** 3.

#### Internal Notes:

**Attachments:** 1. Vitas Healthcare 3rd Amendment, 2. Certificate of Liability Insurance Oct, 2014

0	Community Services	05/13/2014	sent for approval	Community Services Director	Fail
0	Community Services Director	05/13/2014	sent for approval	Budget	
0	Budget	05/13/2014	Reviewed for Financial Impact Detail	Finance Director	
0	Finance Director	05/13/2014	Approved as to Financial Impact Form	City Attorney	
0	City Attorney	05/13/2014	Reviewed by Legal	Assistant City Manager	
0	Assistant City Manager	05/13/2014	returned for additional information	Community Services	
0	Community Services	05/14/2014	sent for approval	Assistant City Manager	Fail
0	Assistant City Manager	05/14/2014	sent for approval	City Manager	
0	City Manager	05/14/2014	approved for the agenda	City Clerk	
0	City Commission	05/21/2014	approve		Pass

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

MOTION TO APPROVE THIRD AMENDMENT TO AGREEMENT BETWEEN VITAS HEALTHCARE CORPORATION AND THE CITY OF PEMBROKE PINES FOR AN ADDITIONAL ONE (1) YEAR TERM.

**SUMMARY EXPLANATION AND BACKGROUND:**

1. VITAS provides hospice care in South Florida, they also provide outreach and educational programming to individuals so, that individuals can make decisions in regard to hospice and other related topics. VITAS will conduct a monthly support group that will be offered to the senior clientele as well as individuals in the community.
2. On June 6, 2011 the City of Pembroke Pines and VITAS Healthcare entered into an Agreement (Original Agreement) for a period of one (1) year.
3. The First Amendment to the the Original Agreement was executed on May 23, 2012 for an additional (1) year up to June 5, 2013.
4. The Second Amendment to the Original Agreement was executed on July 22, 2013 for an additional (1) year up to and including June 5, 2014.
5. The Third Amendment to the Original Agreement will be for an additional (1) year up to and including June 5, 2015.
6. Requesting Commission approval.

**FINANCIAL IMPACT DETAIL:**

- a) **Initial Cost: No Cost to the CITY.**
- b) **Amount budgeted for this item in Account No:** Not Applicable.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable.
- e) **Detail of additional staff requirements:** Not Applicable.

**FOURTH AMENDMENT TO AGREEMENT BETWEEN  
VITAS HEALTHCARE CORPORATION AND  
THE CITY OF PEMBROKE PINES**

THIS FOURTH AMENDMENT TO THE AGREEMENT is made and entered into this ~~15th~~ day of ~~June~~ July, 2015, by and between:

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

and

**VITAS HEALTHCARE CORPORATION**, a Florida corporation, hereinafter called the "Contractor", whose address is 5420 NW 33rd Ave., Suite 100, Fort Lauderdale, Fl. 33309. City and Contractor hereafter are collectively referred to as the "Parties".

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

**WHEREAS**, on June 6, 2011, the Parties entered into a one-year Agreement ("Original Agreement") whereby Contractor would provide bereavement support services, as well as information concerning hospice, palliative care and other related topics to residents of the Southwest Focal Point Senior Center and other individuals; and

**WHEREAS**, on May 23, 2012, the Parties executed the First Amendment to the Original Agreement, thereby providing for an extension of the term for an additional one (1) year, up to and including June 5, 2013; and

**WHEREAS**, on July 22, 2013, the Parties executed the Second Amendment to the Original Agreement, thereby providing for an extension of the term for an additional one (1) year, up to and including June 5, 2014; and

**WHEREAS**, on June 2, 2014, the Parties executed the Third Amendment to the Original Agreement, thereby providing for an extension of the term for an additional one (1) year, up to and including June 5, 2015; and

**WHEREAS**, the Third Amendment expires on June 5, 2015, and the Parties seek to further extend the Original Agreement, as amended for an additional one (1) year up to and including June 5, 2016 (the "Third Amendment").

**NOW, THEREFORE**, for and in consideration of the mutual covenants and other good and valuable consideration, the Parties hereto agree as follows:



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

**SECTION 2.** The Parties hereby agree to extend the term of Original Agreement, as amended by the First and Second Amendments for one (1) additional year, up to and including June 5, 2016.

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

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

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

for [Signature] 7/1/15  
MARLENE D. GRAHAM, CITY CLERK

BY: [Signature]  
CHARLES F. DODGE, City Manager

APPROVED AS TO FORM:

[Signature]  
OFFICE OF THE CITY ATTORNEY

**VITAS HEALTHCARE CORPORATION**

ATTEST:

By: Tania Marballe-Rickmann  
Print Name: Tania Marballe-Rickmann  
Title: Executive Secretary

By: [Signature]  
Print Name: Susan L. Accella  
Title: General Manager

(CORPORATE SEAL)

STATE OF FLORIDA     )  
  )  
COUNTY OF Broward )

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

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

Tania Marballie-Rickmann  
NOTARY PUBLIC

My Commission Expires: May 6<sup>th</sup> 2018

SSG:DNT:dnt







# City of Pembroke Pines, FL

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

## Agenda Request Form

### Agenda Number: 7.

**File ID:** 15-0186

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 0

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 06/09/2015

**Short Title:** Vitas Healthcare Corporation Fourth Amendment

**Final Action:** 06/17/2015

**Title:** MOTION TO APPROVE FOURTH AMENDMENT TO AGREEMENT  
BETWEEN VITAS HEALTHCARE CORPORATION AND THE CITY OF  
PEMBROKE PINES FOR AN ADDITIONAL ONE (1) YEAR TERM JUNE 5,  
2015 THROUGH JUNE 5, 2016.

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

**Agenda Number:** 7.

#### Internal Notes:

**Attachments:** 1. Vitas Health Care Fourth Amendment

0	City Attorney	06/09/2015	Reviewed by Legal	Assistant City Manager	
0	Assistant City Manager	06/10/2015	returned for additional information	Community Services Director	
0	Assistant City Manager	06/10/2015	sent for approval	City Manager	
0	City Manager	06/10/2015	approved for the agenda	City Manager	
0	City Manager	06/10/2015	approved for the agenda	City Clerk	
0	City Commission	06/17/2015	approve		Pass

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

Aye: - 8 Mayor Ortis, Siple, Commissioner Siple, Castillo, Commissioner  
Castillo, Schwartz, Shechter, and Commissioner Shechter

Nay: - 0

MOTION TO APPROVE FOURTH AMENDMENT TO AGREEMENT BETWEEN VITAS HEALTHCARE CORPORATION AND THE CITY OF PEMBROKE PINES FOR AN ADDITIONAL ONE (1) YEAR TERM JUNE 5, 2015 THROUGH JUNE 5, 2016.

**SUMMARY EXPLANATION AND BACKGROUND:**

1. VITAS provides hospice care in South Florida, they also provide outreach and educational programming to individuals so, that individuals can make decisions in regard to hospice and other related topics. VITAS will conduct monthly support group that will be offered to the senior clientele as well as individuals in the community at no cost to the City. Monthly meeting will be conducted in English and in Spanish.
2. The City of Pembroke Pines/Southwest Focal Point Senior Center provides services to their senior clientele and to its residents including health support services. VITAS will provide presentation on hospice health and quality of life issues, these groups will be conducted by a VITAS trained staff.
2. On June 6, 2011, the City of Pembroke Pines and VITAS Healthcare entered into the Original Agreement for a one (1) year period. The Original Agreement has been renewed with the First Amendment executed on May 23, 2012 for an additional (1) year up to June 5, 2013 then, the Second Amendment executed on July 22, 2013 for an additional (1) year up to including June 5, 2014, the Third Amendment ended in June 5, 2015.
3. Both Parties seek to further extend the Original Agreement for an additional one (1) year up to and including June 5, 2016.
4. Requesting Commission approval.

**FINANCIAL IMPACT DETAIL:**

- a) **Initial Cost:** No cost to the City.
- b) **Amount budgeted for this item in Account No:** Not Applicable.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable.
- e) **Detail of additional staff requirements:** Not Applicable.

**FIFTH AMENDMENT TO AGREEMENT BETWEEN  
VITAS HEALTHCARE CORPORATION AND  
THE CITY OF PEMBROKE PINES**

**THIS FIFTH AMENDMENT TO THE AGREEMENT** is made and entered into this 28<sup>th</sup> day of June 2016, by and between:

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

and

**VITAS HEALTHCARE CORPORATION**, a Florida corporation, hereinafter called the "Contractor", whose address is 5420 NW 33rd Ave., Suite 100, Fort Lauderdale, Fl. 33309. City and Contractor hereafter are collectively referred to as the "Parties".

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

**WHEREAS**, on June 6, 2011, the Parties entered into a one-year Agreement ("Original Agreement") whereby Contractor would provide bereavement support services, as well as information concerning hospice, palliative care and other related topics to residents of the Southwest Focal Point Senior Center and other individuals; and

**WHEREAS**, on May 23, 2012, the Parties executed the First Amendment to the Original Agreement, thereby providing for an extension of the term for an additional one (1) year, up to and including June 5, 2013; and

**WHEREAS**, on July 22, 2013, the Parties executed the Second Amendment to the Original Agreement, thereby providing for an extension of the term for an additional one (1) year, up to and including June 5, 2014; and

**WHEREAS**, on June 2, 2014, the Parties executed the Third Amendment to the Original Agreement, thereby providing for an extension of the term for an additional one (1) year, up to and including June 5, 2015; and

**WHEREAS**, on July 15, 2015, the Parties executed the Fourth Amendment to the Original Agreement, thereby providing for an extension of the term for an additional one (1) year, up to and including June 5, 2016; and

**WHEREAS**, the Fourth Amendment expires on June 5, 2016, and the Parties seek to further extend the Original Agreement, as amended for an additional one (1) year up to and including June 5, 2017 (the "Fifth Amendment").

**NOW, THEREFORE**, for and in consideration of the mutual covenants and other good and valuable consideration, the Parties hereto agree as follows:

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

**SECTION 2.** The Parties hereby agree to extend the term of Original Agreement, as amended by the First, Second, Third, and Fourth Amendments for one (1) additional year, up to and including June 5, 2017.

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

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

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

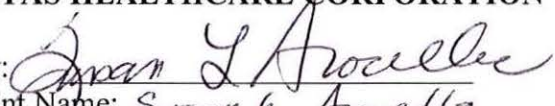
  
MARLENE D. GRAHAM, CITY CLERK

6/28/16 BY:   
CHARLES F. DODGE, City Manager

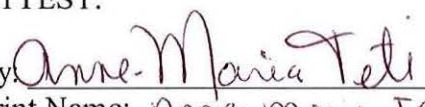
APPROVED AS TO FORM:

  
OFFICE OF THE CITY ATTORNEY

**VITAS HEALTHCARE CORPORATION**

By:   
Print Name: Susan L. Acocella  
Title: General Manager

ATTEST:

By:   
Print Name: Anne-maria Teti  
Title: Executive Secretary

(CORPORATE SEAL)

STATE OF FLORIDA )

COUNTY OF Broward )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Susan Acocella as General Manager of Vitas Healthcare Corporation, an organization authorized to do business in the State of Florida,

who is personally known to me or who has produced \_\_\_\_\_ as identification and acknowledged (s)he executed the foregoing Agreement as the proper official of Vitas Healthcare Corporation, for the use and purposes mentioned in it and deed of Vitas Healthcare Corporation.

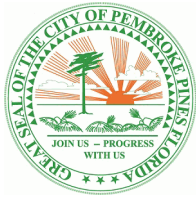
IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 27<sup>th</sup> day of May, 2016.

*Anne-Maria Teti*  
NOTARY PUBLIC

My Commission Expires: January 16, 2018



SSG:DNT:dnt



# City of Pembroke Pines, FL

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

## Agenda Request Form

### Agenda Number: 1.

**File ID:** 16-0195

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 0

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 05/19/2016

**Short Title:** Vitas Healthcare Corporation Fifth Amendment

**Final Action:** 06/15/2016

**Title:** MOTION TO APPROVE FIFTH AMENDMENT TO AGREEMENT BETWEEN VITAS HEALTHCARE AND THE CITY OF PEMBROKE PINES FOR AN ADDITIONAL ONE (1) YEAR TERM JUNE 5, 2016 THROUGH JUNE 5, 2017.

**\*Agenda Date:** 06/15/2016

**Agenda Number:** 1.

#### Internal Notes:

**Attachments:** 1. Fifth Amendment VITAS Healthcare Corp. June 2017, 2. Certificate of Insurance - VITAS

0	Community Services	06/02/2016	sent for approval	Community Services Director
0	Community Services Director	06/02/2016	sent for approval	Budget
0	Budget	06/02/2016	Reviewed for Financial Impact Detail	Finance Director
0	Finance Director	06/02/2016	Approved as to Financial Impact Form	City Attorney
0	City Attorney	06/07/2016	Reviewed by Legal	Assistant City Manager
0	Assistant City Manager	06/07/2016	sent for approval	City Manager
0	City Manager	06/08/2016	approved for the agenda	City Clerk
0	City Commission	06/15/2016	approve	Pass

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

Aye: - 5 Mayor Ortis, Commissioner Shechter, Commissioner Castillo, Schwartz, and Commissioner Siple

Nay: - 0

MOTION TO APPROVE FIFTH AMENDMENT TO AGREEMENT BETWEEN VITAS HEALTHCARE AND THE CITY OF PEMBROKE PINES FOR AN ADDITIONAL ONE (1) YEAR TERM JUNE 5, 2016 THROUGH JUNE 5, 2017.

**SUMMARY EXPLANATION AND BACKGROUND:**

1. The City of Pembroke Pines and VITAS Healthcare entered into a one year agreement (Original Agreement) on June 6, 2011. Original Agreement was renewed with the First Amendment for an additional one (1) year term up to June 5, 2013, Second Amendment was executed on July 22, 2013 for an additional one (1) year up to an including June 5, 2014, Third Amendment executed in June 2015, Fourth Amendment expired June 5, 2016.
2. Both parties seek to further extend the Original Agreement for an additional one (1) year up to and including June 5, 2017.
3. VITAS provides continuing education in-services and presentation to inform and educate residents and the community about hospice and care support when caring for terminally ill individuals and other related information. VITAS provides information, education, and resources to assist those who are going through the bereavement period. Presentations are made in English and Spanish as needed. VITAS conducts monthly support groups at the Center and provides a scheduled of the classes.
4. Requesting Commission approval.

**FINANCIAL IMPACT DETAIL:**

- a) **Initial Cost:** No Cost to the City
- b) **Amount budgeted for this item in Account No:** Not Applicable
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable



**SIXTH AMENDMENT TO AGREEMENT BETWEEN  
VITAS HEALTHCARE CORPORATION AND  
THE CITY OF PEMBROKE PINES**

15<sup>th</sup> **THIS SIXTH AMENDMENT TO THE AGREEMENT** is made and entered into this day of JUNE, 2017, by and between:

**CITY OF PEMBROKE PINES, FLORIDA**, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 601 City Center Way, Pembroke Pines, Florida 33025, hereinafter referred to as "CITY";

and

**VITAS HEALTHCARE CORPORATION**, a Florida corporation, hereinafter called the "Contractor", whose address is 5420 NW 33rd Ave., Suite 100, Fort Lauderdale, Fl. 33309. City and Contractor hereafter are collectively referred to as the "Parties".

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

**WHEREAS**, on June 6, 2011, the Parties entered into a one-year Agreement ("Original Agreement") whereby Contractor would provide bereavement support services, as well as information concerning hospice, palliative care and other related topics to residents of the Southwest Focal Point Senior Center and other individuals; and

**WHEREAS**, on May 23, 2012, the Parties executed the First Amendment to the Original Agreement, thereby providing for an extension of the term for an additional one (1) year, up to and including June 5, 2013 ("First Amendment"); and

**WHEREAS**, on July 22, 2013, the Parties executed the Second Amendment to the Original Agreement, thereby providing for an extension of the term for an additional one (1) year, up to and including June 5, 2014 ("Second Amendment"); and

**WHEREAS**, on June 2, 2014, the Parties executed the Third Amendment to the Original Agreement, thereby providing for an extension of the term for an additional one (1) year, up to and including June 5, 2015 ("Third Amendment"); and

**WHEREAS**, on July 15, 2015, the Parties executed the Fourth Amendment to the Original Agreement, thereby providing for an extension of the term for an additional one (1) year, up to and including June 5, 2016 ("Fourth Amendment"); and



**WHEREAS**, on June 28, 2016, the Parties executed the Fifth Amendment to the Original Agreement, thereby providing for an extension of the term for an additional one (1) year, up to and including June 5, 2017 (the "Fifth Amendment"); and

**NOW, THEREFORE**, for and in consideration of the mutual covenants and other good and valuable consideration, the Parties hereto agree as follows:

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

**SECTION 2.** The Parties hereby agree to extend the term of Original Agreement, as amended by the First, Second, Third, Fourth, and Fifth Amendments for one (1) additional year, up to and including June 5, 2018.

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

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

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

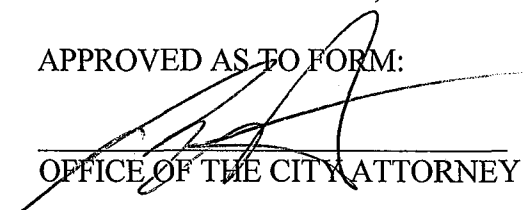


MARLENE D. GRAHAM, CITY CLERK

BY:

  
CHARLES F. DODGE, City Manager

APPROVED AS TO FORM:

  
OFFICE OF THE CITY ATTORNEY

6/15/17

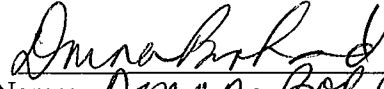


**VITAS HEALTHCARE CORPORATION**

By:

Print Name:

Title:

  
DINNA BORLAND  
General Manager

ATTEST:

By:

Print Name: Maria Teti

Title: Executive Secretary

(CORPORATE SEAL)

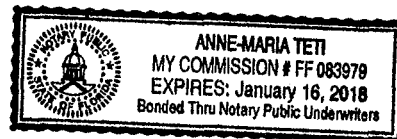
STATE OF FLORIDA     )  
COUNTY OF Broward     )

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 9<sup>th</sup> day of May, 2017.

Anne-Maria Teti  
NOTARY PUBLIC

My Commission Expires:  
January 16, 2018



DNT/SCW:ecd



# City of Pembroke Pines, FL

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

## Agenda Request Form

### Agenda Number: 1.

**File ID:** 17-0203

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 04/11/2017

**Short Title:** Sixth Amendment SWFP Vitas Healthcare

**Final Action:** 06/07/2017

**Title:** MOTION TO APPROVE THE SIXTH AMENDMENT BETWEEN THE CITY OF PEMBROKE PINES/SOUTHWEST FOCAL POINT SENIOR CENTER AND VITAS HEALTHCARE CORPORATION FOR A ONE (1) YEAR TERM.

**\*Agenda Date:** 06/07/2017

**Agenda Number:** 1.

#### Internal Notes:

**Attachments:** 1. Sixth Amendment Vitas Healthcare Corp. 2017-18, 2. Certificate of Insurance

1 City Commission 06/07/2017 approve Pass  
**Action Text:** A motion was made to approve on the Consent Agenda  
Aye: - 5 Mayor Ortis, Commissioner Castillo, Commissioner Shechter,  
Commissioner Schwartz, and Commissioner Siple  
Nay: - 0

MOTION TO APPROVE THE SIXTH AMENDMENT BETWEEN THE CITY OF PEMBROKE PINES/SOUTHWEST FOCAL POINT SENIOR CENTER AND VITAS HEALTHCARE CORPORATION FOR A ONE (1) YEAR TERM.

**SUMMARY EXPLANATION AND BACKGROUND:**

1. The Original Agreement between VITAS Healthcare and the City of Pembroke Pines was executed on June 6, 2011 for a one (1) year period.
2. Both Parties have agreed to extend the Original Agreement as amended by the First, Second, Third, Fourth, Fifth and Sixth Amendments for one (1) additional year up to and including June 5, 2018.
3. VITAS healthcare provide hospice care in South Florida, they also provide bereavement support services as well as palliative care and other related topics to residents of the Southwest Focal Point Senior Center and other individuals. VITAS will conduct monthly support groups conducted by a trained staff, these sessions will be conducted for approximately one (1) hour in English and Spanish.
4. Requesting Commission approval

**FINANCIAL IMPACT DETAIL:**

- a) **Initial Cost:** No cost to the CITY.
- b) **Amount budgeted for this item in Account No:** Not Applicable
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable