



**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
CERTIPORT®**

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

CERTIPORT®, a business of **NCS PEARSON, INC.**, a for profit corporation, as listed with the Minnesota Division of Corporations, authorized to do business in the State of Florida, and with a business address of **5601 Green Valley Drive, Bloomington, MN 55457**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

W I T N E S S E T H

WHEREAS, on **October 3, 2018**, the CITY and CONTRACTOR entered into the Original Agreement ("Original Agreement") for an initial **one (1) year period**, commencing on **October 3, 2018** and expiring on **October 2, 2019**; and,

WHEREAS, Section 3.2 of the Original Agreement authorized the renewal of the Agreement at the expiration of the initial term, for two (2) additional one (1) year terms evidenced by a written amendment to the Original Agreement; and,

WHEREAS, on **October 3, 2019**, the Parties executed the First Amendment to the Original Agreement to increase the compensation amount and to incorporate various statutory provisions into the Original Agreement; and,

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

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



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

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

SECTION 2. Section 4.1 of the Original Agreement, as amended, is hereby repealed and amended as set forth below:

~~4.1 — The City hereby agrees to compensate CONTRACTOR for all services performed and materials provided by CONTRACTOR pursuant to the provisions set forth in Quote Sheet, attached hereto as Exhibit “C”, and incorporated herein.~~

4.1 The City hereby agrees to compensate CONTRACTOR for all services performed and materials provided by CONTRACTOR pursuant to the provisions set forth in Quote Sheet, attached hereto as Exhibit “C-3”, and by this reference incorporated herein.

SECTION 3. Section 8.6.5 of the Original Agreement, as amended, is repealed and deleted in its entirety as set forth below:

~~8.6.5 Sexual Abuse may not be excluded from any policy.~~

SECTION 4. The Original Agreement, is hereby renewed for the **one (1) year** renewal period commencing on **October 3, 2020** and terminating on **October 2, 2021**.

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this 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, and this Second 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.



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

ATTEST:

CITY:

CITY OF PEMBROKE PINES


MARLENE D. GRAHAM,
CITY CLERK

BY:


CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM



Print Name: Jacob Horowitz
OFFICE OF THE CITY ATTORNEY



CONTRACTOR:

CERTIPORT®, a business of NCS PEARSON,
INC.

Signed By:


Ray Murray (Jun 4, 2020 16:10 CDT)

Name: Ray Murray

Title: GM & VP



CERTIPORT, INC.
 1276 South 820 East
 Suite 200
 American Fork, Utah 84003
 Federal Tax ID Number: 41-0850527

Exhibit "C-3"

QUOTE SHEET

NO: 02212019ACA Program

DATE: January 27, 2020

TO: City of Pembroke Pines Charter
 Academic Village Campus
 Att: Giselle Rodriguez

Contact Phone: 954-322-3330

Main Phone:

Email:

grodriguez@pinescharter.net

| REPRESENTATIVE | P.O. NUMBER | SHIP DATE | CERTIPORT ID | TERMS |
|----------------|-------------|-----------|--------------|------------------------|
| Mindy Howa | | | 90037293 | Valid through 9/1/2020 |

| QUANTITY | DESCRIPTION | UNIT | AMOUNT |
|---------------------|---|------------|-------------------|
| | <u>**per school site pricing**</u> | | |
| 1 | <u>ACA Campus License with Gmetrix Practice Tests-</u> Can test in more than one classroom per school site – Up to *1000 exams and unlimited Gmetrix Practice – unlimited user/seat per school site. <ul style="list-style-type: none"> Full Suite Bundle: CS5, CS6, CC Photoshop, Dreamweaver, Flash, Premiere Pro. Also CC Illustrator, and InDesign | \$5,928.00 | \$5,928.00 |
| 1 | <u>LearnKey- Online Learning Gmetrix Platform- per school pricing- online learning courseware</u> <ul style="list-style-type: none"> Video tutorials with lesson files, includes workbooks and pre/post assessments, reporting Same platform as GMetrix; uses the same admin panel and familiar navigation. This means one single sign on with Gmetrix practice exams and LearnKey curriculum! Aligns 100% to ACA Certification | \$2,250.00 | \$2,250.00 |
| | <u>**All Certification exams and licenses expire one year from purchase date and no extensions, no refunds, or exchanges. **</u> | | |
| SUBTOTAL | | | \$8,178.00 |
| SALES TAX | | | N/A |
| SHIPPING & HANDLING | | | N/A |
| TOTAL DUE | | | \$8,178.00 |

CERTIPORT, INC.
1276 South 820 East
Suite 200
American Fork, Utah 84003

QUOTE SHEET

NO: 02212019 MOS program

DATE: January 27, 2020

TO:

Giselle Rodruquez
City of Pembroke Pines Charter
Academic Village Campus

Contact Phone 954-322-3330

Main Phone:

Email: grodriguez@pinescharter.net

| REPRESENTATIVE | P.O. NUMBER | SHIP DATE | CERTIPORT ID | TERMS |
|----------------|-------------|-----------|--------------|------------------------|
| Mindy Howa | | | 90037293 | Valid through 9/1/2020 |

| QUANTITY | DESCRIPTION | UNIT | AMOUNT |
|-----------|---|------------|-------------------|
| 1 | <p>***Per school site pricing***</p> <p>MOS Exam and Practice License Bundle. Versions available 2010, 2013, 2016</p> <ul style="list-style-type: none"> Exams: up to 500 exams per school site. Word, PowerPoint, Excel, SharePoint, Access, and Outlook. SKU# 1101634 Unlimited Gmetrix Practice Tests per school site. SKU# 1102735 | \$5,980.00 | \$5,980.00 |
| 1 | <p><u>Jasperactive Curriculum for MOS- School Site License</u></p> <ul style="list-style-type: none"> Online Learning for Microsoft applications. Provides self-paced video education and training solutions for Microsoft programs Video tutorials with lesson files, and pre/post assessments, and reporting. Aligns to the MOS Certification <p>**All Certification exams and licenses expire one year from purchase date and no extensions, no refunds, or exchanges. **</p> | \$2,052.00 | \$2,052.00 |
| SUBTOTAL | | | \$8,032.00 |
| TOTAL DUE | | | \$8,032.00 |

CERTIPORT, INC.
1276 South 820 East
Suite 200
American Fork, Utah 84003

QUOTE SHEET

NO: 02212019 MOS program

DATE: January 27, 2020

TO:

Giselle Rodruquez
City of Pembroke Pines Charter
Central Campus

Contact Phone 954-322-3330

Main Phone:

Email: grodriguez@pinescharter.net

| REPRESENTATIVE | P.O. NUMBER | SHIP DATE | CERTIPORT ID | TERMS |
|----------------|-------------|-----------|--------------|---------------------------|
| Mindy Howa | | | 90077209 | Valid through 9/1/2020 |

| QUANTITY | DESCRIPTION | UNIT | AMOUNT |
|-----------|---|-------------|-------------------|
| 1 | <p>***Per school site pricing***</p> <p>MOS Exam and Practice License Bundle. Versions available 2010, 2013, 2016</p> <ul style="list-style-type: none"> Exams: up to 500 exams per school site. Word, PowerPoint, Excel, SharePoint, Access, and Outlook. SKU# 1101634 Unlimited Gmetrix Practice Tests per school site. SKU# 1102735 | \$5,980.00 | \$5,980.00 |
| | | \$2,0520.00 | \$2,052.00 |
| 1 | <p><u>Jasperactive Curriculum for MOS- School Site License</u></p> <ul style="list-style-type: none"> Online Learning for Microsoft applications. Provides blended learning education and training solutions for Microsoft programs Video tutorials with lesson files, includes workbooks, and pre/post assessments, and reporting. Aligns to the MOS Certification <p>**All Certification exams and licenses expire one year from purchase date and no extensions, no refunds, or exchanges. **</p> | | |
| SUBTOTAL | | | \$8,032.00 |
| TOTAL DUE | | | \$8,032.00 |

CERTIPORT, INC.
1276 South 820 East
Suite 200
American Fork, Utah 84003

QUOTE SHEET

NO: 02212019 MOS program

DATE: January 27, 2020

TO:

Giselle Rodruquez
City of Pembroke Pines Charter
West Campus

Contact Phone 954-322-3330

Main Phone:

Email: grodriguez@pinescharter.net

| REPRESENTATIVE | P.O. NUMBER | SHIP DATE | CERTIPORT ID | TERMS |
|----------------|-------------|-----------|--------------|---------------------------|
| Mindy Howa | | | 90077210 | Valid through 9/1/2020 |

| QUANTITY | DESCRIPTION | UNIT | AMOUNT |
|-----------|---|------------|-------------------|
| 1 | <p>***Per school site pricing***</p> <p>MOS Exam and Practice License Bundle. Versions available 2010, 2013, 2016</p> <ul style="list-style-type: none"> Exams: up to 500 exams per school site. Word, PowerPoint, Excel, SharePoint, Access, and Outlook. SKU# 1101634 Unlimited Gmetrix Practice Tests per school site. SKU# 1102735 | \$5,980.00 | \$5,980.00 |
| 1 | <p><u>Jasperactive Curriculum for MOS- School Site License</u></p> <ul style="list-style-type: none"> Jasperactive Online Learning for Microsoft applications. Provides self-paced video education and training solutions for Microsoft programs Video tutorials with lesson files, includes workbooks, and pre/post assessments, and reporting. Aligns to the MOS Certification <p>**All Certification exams and licenses expire one year from purchase date and no extensions, no refunds, or exchanges. **</p> | \$2,052.00 | \$2,052.00 |
| SUBTOTAL | | | \$8,032.00 |
| TOTAL DUE | | | \$8,032.00 |



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number:16.

File ID: 20-0484

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 06/09/2020

Short Title: Contracts Database Report

Final Action: 06/17/2020

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

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

(B) Certiport® - NCS Pearson - Microsoft Training and Certification

(C) Easter Seals of South Florida, Inc. - Adult Health Day Care and Alzheimer Care - Renewal

(D) Mullings Engineering Services, Inc. - Sod & Sod Installation - Renewal

ITEMS (E) TO (N) ARE NOT RENEWING OR ARE RENEWING FOR AN AMOUNT LESS THAN \$25,000, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THESE ITEMS ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(E) ISG Strategic Partners, LLC.-Continuing Services - Non-Renewal

(F) Weekley Asphalt Paving, Inc.-Continuing Services - Non-Renewal

(G) PM AM Corporation - False Alarm Billing Collections - Non-Renewal

(H) Tetra Tech, Inc. - Disaster Debris Monitoring Services AD-18-04 - Non-Renewal

(I) Trane U.S. Inc. - Maintenance of Air Cooled Chillers - AV - Renewal

(J) American Soccer Company-Soccer Uniforms - Non Renewal

(K) Bermello, Ajamil, & Partners, Inc. - Architectural & Engineering Services - Non-Renewal

(L) Dynaserv Florida, LLC - Parks Seasonal Palm Service - Non-Renewal

(M) State Of Florida, Department Of State Division of Cultural Affairs - Grant General Program Support 2020 - Not to Renew

(N) Raftelis Financial Consultants, Inc.-Cost Analysis of the Existing Utility Function - Non-Renewal

*Agenda Date: 08/05/2020

Agenda Number:

Internal Notes:

Attachments: 1. Contract Database Report - June 17, 2020, 2. In Rem Solutions, Inc.-Grant Writing Services-(all backup w ve), 3. Certiport, Inc. - Microsoft Training and Certification - Orig - 2nd A (all backup w ve), 4. Easter Seals South Florida, Inc.-Adult Health Day Care (Orig - 4th A)(all backup w ve), 5. Sod & Sod Installation New Co-Op 033-2730-18IT (All Backup), 6. ISG Strategic Partners LLC - General Road Preservation Repair and Maintenance Items (All Backup), 7. Weekley Asphalt Paving, Inc - General Road Reservation Repair and Maintenance Items (All Backup), 8. PM AM Corporation-False Alarm Billing Collections (All Backup), 9. TETRA TECH INC-DISASTER DEBRIS AMANGEMENT SERVICES (All Backup), 10. Trane US, Inc. - Maintenance of Air Cooled Chillers - AV (all backup w ve), 11. American Soccer Company, Inc - Purchase of Soccer Uniforms (All Backup), 12. Bermello, Ajamil & Partners, Inc. - Architectural & Engineering Services (All Backup), 13. DynaServ Florida, LLC - Parks Seasonal Palm Service (All Backup), 14. State of FL-Division Cultural Affairs General Program Support Grant 2020 (All Backup), 15. Raftelis Financial Consultants - Cost Analysis of Utility Function Sourcing Contract (All Backup)

1 City Commission 06/17/2020 approve Pass

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

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

Nay: - 0

1 City Commission 06/17/2020 defer City Commission 08/05/2020 Pass

Action Text: Commissioner Good pulled Section (A) of Consent Item 16 for discussion. 16(A) refers to In Rem Solutions, Inc. - Professional Grant Writing Services - contract renewal.

A motion was made by Commissioner Good, Jr., seconded by Commissioner Chanzas, to defer Section 16(A) to the Commission Meeting on August 5, 2020. The motion carried by the following vote:

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

Nay: - 0

1 City Commission 06/17/2020 approve Pass

Action Text: Commissioner Good pulled Section (D) of Consent Item 16 for discussion. 16(D) refers to Mullings Engineering Services, Inc. - Sod & Sod Installation - contract renewal.

A motion was made by Commissioner Good, Jr., seconded by Commissioner Chanzas, to approve the City Manager's recommendation to go out for bid. The motion carried by the following vote:

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

Nay: - 0

SUMMARY EXPLANATION AND BACKGROUND:

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

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

1. On April 17, 2018, the City entered into a Professional Grant Writing Services Agreement with In Rem Solutions, Inc. for an initial one (1) year period, commencing October 1, 2017 and expiring September 30, 2018.
2. The City of Pembroke Pines Administration Department utilizes In Rem Solutions, Inc. to provide Professional Grant Writing Services.
3. Section 3.2 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On June 21, 2018 the City executed the First Amendment to the Original Agreement for the first one (1) year renewal term, commencing October 1, 2018 and expiring September 30, 2019.
5. On September 6, 2018, the City executed the Second Amendment to the Original Agreement to include a \$40,000.00 increase to the estimated annual amount for the additional 266 hours of work needed for the fiscal year.
6. On October 2, 2019, the City executed the Third Amendment to the Original Agreement for the second one (1) year renewal period commencing on October 1, 2019 and expiring on

September 30, 2020.

7. The Administration Department recommends that the City Commission approve this Fourth Amendment for the third one (1) year renewal term commencing October 1, 2020 and ending September 30, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: Estimated annual amount \$115,000.00. \$150 per hour. As needed basis. Annual cost is based on approved projects.

b) Amount budgeted for this item in Account No: \$115,000 under account 1-519-800-31500 - Prof. Services Other

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

d) 5 year projection of the operational cost of the project Not Applicable.

| | FY 2020-2021 | | Year 2 | Year 3 | Year 4 | Year 5 |
|--------------|--------------|--------|--------|--------|--------|--------|
| Revenues | \$.00 | \$.00 | \$.00 | \$.00 | \$.00 | |
| Expenditures | \$115,000.00 | | \$.00 | \$.00 | \$.00 | \$.00 |
| Net Cost | \$115,000.00 | | \$.00 | \$.00 | \$.00 | \$.00 |

e) Detail of additional staff requirements: Not Applicable.

(B) Certiport® - NCS Pearson - Microsoft Training and Certification

1. Certiport® as the sole provider and exam developer for the Microsoft® Office Specialist (MOS) and the Adobe® Certified Association (ACA) industry certification programs.

2. On October 3, 2018, the City entered into a Contractual Services Agreement with Certiport®, a service mark of NCS Pearson, Inc. for an initial one (1) year period commencing on October 3, 2018 and expiring on October 2, 2019.

3. Section 3.2 of the Original Agreement, allows for two (2) additional one (1) year renewal terms upon mutual written consent, evidenced by a written Amendment.

4. On October 3, 2019 the Parties executed the First Amendment to the Original Agreement for the one (1) year renewal term expiring on October 2, 2020.

5. The City Charter Schools request the City Commission approve renewal of the agreement for the second and final, one (1) year term as allowed by the agreement, commencing on October 3, 2020 and terminating on October 2, 2021.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$32,274

b) Amount budgeted for this item in Account No: \$32,274 is budgeted within the Charter School's 2020-2021 Proposed Budget. All funds are coded to school object code 52652 - Software <1000 &/or licenses. The breakdown budgeted at each applicable school site is

listed below:

| School Site | Account Coding | Account Description | Amount |
|------------------|---------------------------------|-----------------------------|------------------|
| West Middle | 171-569-5052-553-52652-5102-369 | Software<1000 &/or Licenses | \$ 8,032 |
| Central Middle | 171-569-5052-554-52652-5102-369 | Software<1000 &/or Licenses | \$ 8,032 |
| Academic Village | 172-569-5053-52652-5103-369 | Software<1000 &/or Licenses | \$ 16,210 |
| | Total | | \$ 32,274 |

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

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

| | School FY 2020-21 | | Year 2 | Year 3 | Year 4 | Year 5 |
|--------------|-------------------|--------|--------|--------|--------|--------|
| Revenues | \$.00 | \$.00 | \$.00 | \$.00 | \$.00 | |
| Expenditures | \$32,274.00 | | \$.00 | \$.00 | \$.00 | \$.00 |
| Net Cost | \$32,274.00 | \$.00 | \$.00 | \$.00 | \$.00 | |

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

(C) Easter Seals of South Florida, Inc. - Adult Health Day Care and Alzheimer Care - Renewal

1. On September 22, 2009, the City entered into a Contractual Services Agreement with Easter Seals of South Florida, Inc for an initial three (3) year period expiring September 30, 2012.
2. The City of Pembroke Pines Community Services Department utilizes Easter Seals of South Florida, Inc. for Adult Health Day Care and Alzheimer Care Services. The agreement also provides for Easter Seals of South Florida, Inc. to pay the City an annual Facility Fee to be able to operate out of the City facility.
3. On February 8, 2012 the City executed the First Amendment of the Original Agreement to provide additional services to additional clients.
4. On October 1, 2012 the City executed the Second Amendment of the Original Agreement, as amended, to extend the term for three (3) years, commencing on October 1, 2012 and expiring on September 30, 2015.
5. On July 1, 2015 the City executed the Third Amendment of the Original Agreement, as amended, to extend the term for an additional five (5) years commencing on October 1, 2015 and expiring on September 30, 2020 and to provide for two (2) additional three (3) year renewal options and increase the facility rental rate.
6. The Community Services Department recommends that the City Commission approve this Fourth Amendment for the three (3) year renewal term commencing on October 1, 2020 and ending on September 30, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:**a) Renewal Revenue: \$127,869.00**

The cost of the services provided by Easter Seals is entirely covered through an allocation from the Areawide Council on Aging of Broward County of grant revenue funds received in the total amount of \$288,158.00.

Facility fee payments are also collected from Easter Seals of South Florida.

b) Amount budgeted for this item in Account No:For the Adult Day Care Services:

Revenue Account: 199-331690-8005 OAA Title IIIB Funds and 199-331691-8005 Title IIIE
\$288,158.00

Expenditure Account: 199-569-8005-24-34990 Contractual Serv-Other \$288,158.00

For the Lease Payments:

Monthly Facility Fee for the period of October 1, 2020 - September 30, 2021 is \$10,655.75 for a total amount of \$127,869.00 to be allocated to:

Revenue Account 1-362054-8001 Rental - Adult Day Care (Tax Exempt).

c) Source of funding for difference, if not fully budgeted: "Not applicable."**d) 3 year projection of the operational cost of the project "Not Applicable"**

| | Current FY | Year 2 | Year 3 | Year 4 | Year 5 | |
|------------------|--------------|--------------|--------------|--------------|--------|-------|
| Revenues (Grant) | \$288,158.00 | | \$288,158.00 | \$288,158.00 | \$ 00 | \$ 00 |
| Revenues (Rent) | \$127,869.00 | | \$127,869.00 | \$127,869.00 | \$ 00 | \$ 00 |
| Expenditures | \$288,158.00 | \$288,158.00 | \$288,158.00 | \$ 00 | \$ 00 | |
| Net Revenue | \$127,869.00 | \$127,869.00 | \$127,869.00 | \$ 00 | \$ 00 | |

e) Detail of additional staff requirements: "Not Applicable"**(D) Mullings Engineering Services, Inc. - Sod & Sod Installation - Renewal**

1. On September 20, 2018, the Commission of the City of Boynton Beach approved to enter into a CO-OP Agreement with Mullings Engineering Services, Inc., Odum's Sod, Inc, and Sunset Sod, Inc. for a one (1) year period commencing on October 1, 2018 and terminating on September 30, 2019.

2. The City of Pembroke Pines Public Services Department utilizes Mullings Engineering, Inc. to purchase sod & sod installation services.

3. The Original Agreement allowed for three (3) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. In August of 2019 the first renewal period for the period commencing on October 1, 2019

and expiring on September 30, 2020 was approved by the City of Boynton Beach and Mullings Engineering Services, Inc.

5. The renewal letter from the City of Boynton Beach for the second renewal period will be provided at the end of August or beginning of September, 2020.

6. The Public Services Department recommends that the City Commission approve the second renewal for the one (1) year term commencing on October 1, 2020 and ending on September 30, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$100,000 estimated annual amount

b) **Amount budgeted for this item in Account No:** Funds will be available in the following account numbers as projects arise on an as needed basis:

1-539-6004-46161 (R & M Landscaping)

1-539-6004-63115 (Landscaping)

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"

(E) ISG Strategic Partners, LLC. - Continuing Services - Non-Renewal

1. On June 6, 2018, the City Commission approved to enter into a Continuing Services Agreement with ISG Strategic Partners, LLC. for an initial two (2) year period, commencing August 20, 2018 and expiring August 19, 2020.

2. The City of Pembroke Pines Engineering Department utilizes ISG Strategic Partners, LLC. to provide general road preservation, repair, and maintenance items.

3. Section 2.2 of the Original Agreement allows for a month to month continuation of services until the City establishes a new Agreement.

4. The Engineering Department does not wish to extend or renew the Agreement on a month to month basis at this time.

(F) Weekley Asphalt Paving, Inc.-Continuing Services - Non-Renewal

1. On June 6, 2018, the City Commission approved to enter into a Continuing Services Agreement with Weekley Asphalt Paving, Inc. for an initial two (2) year period, commencing August 1, 2018 and expiring July 31, 2020.

2. The City of Pembroke Pines Engineering Department utilizes Weekley Asphalt Paving, Inc. to provide general road preservation, repair, and maintenance items on an as needed basis.

3. Section 2.2 of the Original Agreement allows for a month to month continuation once the Agreement expires until the City establishes a new Agreement.
4. The Engineering Department does not wish to extend or renew the Agreement on a month to month basis at this time.

(G) PM AM Corporation - False Alarm Billing Collections - Non-Renewal

1. On September 3, 2014, the City entered into an Agreement with PM AM Corporation for an initial three (3) year period, expiring September 30, 2017.
2. The City of Pembroke Pines Police Department utilizes PM AM Corporation to provide false alarm billing collection services.
3. Section 3.2 of the Original Agreement allows for one (1) additional three (3) year renewal term upon mutual consent, evidenced by a written Amendment.
4. On October 19, 2017, the City entered into the First Amendment renewing the Agreement for the final three (3) year term, commencing on August 1, 2017 and terminating on July 31, 2020.
5. The agreement is in its final term and does not provide for renewals. The Police Department will start the procurement process for these services.

(H) Tetra Tech, Inc. - Disaster Debris Monitoring Services AD-18-04 - Non-Renewal

1. On September 5th, 2019, the City entered into a Disaster Debris Monitoring Services Agreement with Tetra Tech, Inc. for an initial one (1) year period, commencing on September 5th, 2019 and expiring on September 4th, 2020.
2. The City of Pembroke Pines Public Services Department utilizes Tetra Tech, Inc. to provide disaster debris monitoring and financial recovery services.
3. The agreement does not allow for renewal periods.
4. The City Administration is in the process of coordinating a workshop and re-bidding the services.

(I) Trane U.S. Inc. - Maintenance of Air Cooled Chillers - Academic Village - Renewal

1. The City of Pembroke Pines Academic Village Campus entered into an Extended Warranty Service Agreement with Trane U.S. Inc. for the maintenance of the Air Cooled Chillers for an initial three (3) year period commencing on December 1, 2000 and ending on November 30, 2003.
2. To date, the agreement has had twelve (12) one (1) year renewals, the last two (2) of which were renewed in combination with the City of Pembroke Pines "U" Building Agreement and the

terms were extended to June 30, 2020.

3. The City of Pembroke Pines "U" Building located at Academic Village entered into an Extended Warranty Service Agreement with Trane U.S. Inc. for the maintenance of the Air Cooled Chillers for an initial three (3) year period commencing on August 1, 2003 and ending July 31, 2006.

4. To date, the agreement has had nine (9) one (1) year renewals, the last two (2) of which were renewed in combination with the City of Pembroke Pines Academic Village Campus Agreement and the terms were extended to June 30, 2020.

5. Due to the age of the equipment at the U Building, continued maintenance costs would not be cost effective.

6. The Public Services Department is now reducing the scope of work by removing coverage of the "U" Building for a new annual cost below the \$25,000 threshold, and renewing the Agreement for an additional one (1) year term, commencing on July 1, 2020 and ending on June 30, 2021.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$17,084

b) **Amount budgeted for this item in Account No:**

Budgeted at the Academic Village Charter School

Contract Building Maintenance Account 172-569-5053-34500-7900-350 \$17,084

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

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

| | FY2021 | Year 2 | Year 3 | Year 4 | Year 5 |
|--------------|-------------|--------|--------|--------|--------|
| Revenues | \$.00 | \$.00 | \$.00 | \$.00 | \$.00 |
| Expenditures | \$17,084.00 | \$.00 | \$.00 | \$.00 | \$.00 |
| Net Cost | \$17,084.00 | \$.00 | \$.00 | \$.00 | \$.00 |

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

(J) American Soccer Company-Soccer Uniforms - Non Renewal

1. On October 21, 2015, the City Commission approved to enter into an Agreement for Purchase with American Soccer Company, Inc. for an initial two (2) year period, commencing October 1, 2015 and expiring September 30, 2017

2. The City of Pembroke Pines Recreations and Cultural Arts Department utilized American Soccer Company, Inc. to provide soccer uniforms.

3. Section 2.2 of the Original Agreement allowed for three (3) additional one (1) year terms upon mutual consent, evidenced by a written Amendment.

4. The Agreement was renewed three times extending the term to September 30, 2020.
5. The agreement is in its final term and does not provide for renewals. The Recreation and Cultural Arts Department will start the procurement process for the purchase of the new uniforms.

(K) Bermello, Ajamil, & Partners, Inc. - Architectural & Engineering Services - Non-Renewal

1. On October 3, 2018, the City Commission approved to enter into a Continuing Service Agreement with Bermello, Ajamil, & Partners, Inc. for an initial period, commencing October 3, 2018 and expiring September 30, 2020.
2. The City of Pembroke Pines Recreation and Cultural Arts Department utilizes Bermello, Ajamil, & Partners, Inc. to provide architectural and engineering services.
3. On December 19, 2018, the City Commission approved the First Amendment to the Agreement with Bermello, Ajamil, & Partners, Inc. to allow for an increase in the contract value from \$35,000 to \$53,000 to allow for the completion of services required for the Academic Village Pool renovation project.
4. Section 7.2.2 of the Original Agreement allows for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
5. The Recreation and Cultural Arts Department will not be renewing this Agreement and has issued a new solicitation for a Continuing Services Agreement.

(L) Dynaserv Florida, LLC - Parks Seasonal Palm Service - Non-Renewal

1. On August 20, 2018, the City entered into a Contractual Services Agreement with Dynaserv Florida, LLC for an initial two (2) year period, commencing on August 20, 2018 and expiring on August 19, 2020.
2. The City of Pembroke Pines Recreation and Cultural Arts Department utilizes Dynaserv Florida, LLC to perform seasonal Palm trimming services, throughout the Park system.
3. Section 3.2 of the Original Agreement allows for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Recreation and Cultural Arts Department will not be renewing the agreement and will issue a new request for proposals for these services.

(M) State Of Florida, Department Of State Division Of Cultural Affairs - Grant General Program Support 2020 - Not To Renew

1. On July 24, 2019, the City entered into a Grant General Program Support 2020 Agreement with the State of Florida, Department of State Division of Cultural Affairs for a one (1) year period, expiring on June 30, 2020.
2. On August 7th, 2019, the City Commission ratified the City Manager's approval of the agreement between the State of Florida Department of State Division of Cultural Affairs and the City for a general support grant award in the amount of \$45,180.
3. The Original Agreement does not allow for renewals. The Recreation and Cultural Arts Department has submitted a new grant application which is in process.

(N) Raftelis Financial Consultants, Inc.- Cost Analysis of the Existing Utility Function - Non-Renewal

1. On August 7, 2019, the City Commission approved to enter into a Professional Services Agreement with Raftelis Financial Consultants, Inc. for a one (1) year period, commencing August 14, 2019 and expiring August 13, 2020.
2. The City of Pembroke Pines Utilities Department utilizes Raftelis Financial Consultants, Inc. to provide a cost analysis of the existing utilities division function sourcing contract.
3. The Original Agreement does not allow for additional renewal terms.
4. On November 13, 2019 a First Amendment to the Agreement to add Benchmarking services was presented to the City Commission and the item was deferred. The Utilities Department plans to present these services on a separate agreement at a later date.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/05/2020

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

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

| | | | |
|---|-------|--|--|
| PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 | | CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: | |
| CN101443684--GAWUS-19-20 | CERTI | INSURER(S) AFFORDING COVERAGE | |
| INSURED Certiport A Business of NCS Pearson, Inc. 1276 South 820 East, Suite 200 American Fork, UT 84003 | | INSURER A: N/A INSURER B: Safety National Casualty Corp INSURER C: N/A INSURER D: Chubb Insurance Company of New Jersey INSURER E: INSURER F: | |
| | | NAIC # N/A 15105 N/A 41386 | |

COVERAGES CERTIFICATE NUMBER: NYC-010360175-09 REVISION NUMBER: 6

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WYP | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|------------------------------------|--------------------------|--------------------------|---|
| D | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 9950-82-20 | 11/01/2019 | 11/01/2020 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | CAS4044086 | 11/01/2019 | 11/01/2020 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PHYSICAL DAMAGE \$ SELF INSURED |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | LDS4044084 (AOS) PS4044085 (WI) | 11/01/2019 11/01/2019 | 11/01/2020 11/01/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Pembroke Pines is included as an Additional Insured as respects General Liability as required by written contract or lease agreement. This insurance shall be primary and non-contributory and limited to liability arising out of the operations of the named insured where required by written contract. Waiver of subrogation is applicable where required by written contract and allowed by law.

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



**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
CERTIPORT®**

THIS AGREEMENT ("Agreement"), dated this 3rd day of October, 2019, by and between:

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

and

CERTIPORT®, a service mark of **NCS PEARSON, INC.**, a foreign, for profit corporation authorized to do business in the State of Florida, with a business address of **5601 Green Valley Drive Bloomington, MN 55437**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be collectively referred to as the "Parties".

WHEREAS, on **October 3, 2018**, the CITY and CONTRACTOR entered into the Original Agreement ("Original Agreement") for an initial **one (1) year period**, commencing on **October 3, 2018** and expiring on **October 2, 2019**; and,

WHEREAS, Section 3.2 of the Original Agreement authorized the renewal of the Agreement at the expiration of the initial term, for two (2) additional one (1) year terms evidenced by a written amendment to the Original Agreement; and,

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

WHEREAS, the Parties desire to amend the Original Agreement to increase the compensation amount in accordance with the updated Quote Sheet provided by the CONTRACTOR for the services performed and materials provided; and,

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

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

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. Exhibit C of the Original Agreement is hereby repealed and replaced with the updated Exhibit C-2 attached hereto and by this reference made a part hereof, which reflects the updated pricing.

SECTION 3. Section 4.4 of Article 4 entitled "**Compensation and Method of Payment**" is hereby amended as follows:

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

SECTION 4. The address of the CITY as it appears in **Article 19** entitled "**Public Records**" is hereby amended, as follows:

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

SECTION 5. Article 20 entitled "**Miscellaneous**" is hereby amended, by the addition of Section 20.19, as follows:

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

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

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

20.19.2.1 Is on the Scrutinized Companies with Activities



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

20.19.2.2 Is engaged in business operations in Syria.

SECTION 6. The Original Agreement, is hereby renewed for the first **one (1) year** renewal period commencing on **October 3, 2019** and terminating on **October 2, 2020**.

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

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

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

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



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

ATTEST:

CITY:

CITY OF PEMBROKE PINES

MARLENE D. GRAHAM,
CITY CLERK

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

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

WITNESSES

CERTIPORT®

Barbara Miller
Barbara Miller
Print Name

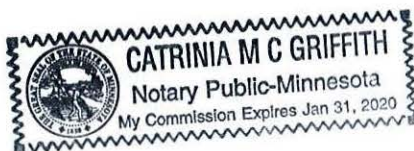
BY: Ray Murray
Print Name: Ray Murray
Title: VP & GM

Print Name

STATE OF HENNEPIN)
) ss:
COUNTY OF MINNESOTA)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Ray Murray as VP & GM of CERTIPORT® a service mark of NCS PEARSON, INC., a foreign, for profit corporation authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of CERTIPORT®, 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 23rd day of September, 2019.



Catrinia M.C. Griffith
NOTARY PUBLIC
Catrinia M.C. Griffith
(Name of Notary Typed, Printed or Stamped)

CERTIPORT, INC.
1276 South 820 East
Suite 200
American Fork, Utah 84003

Exhibit "C-2"

QUOTE SHEET

NO: 02212019 MOS program

DATE: May 15, 2019

TO:

Giselle Rodruquez
City of Pembroke Pines Charter
West Campus

Contact Phone 954-322-3330

Main Phone:

Email: grodriguez@pinescharter.net

| REPRESENTATIVE | P.O. NUMBER | SHIP DATE | CERTIPORT ID | TERMS |
|----------------|-------------|-----------|--------------|-------|
| Mindy Howa | | | | |

| QUANTITY | DESCRIPTION | UNIT | AMOUNT |
|-----------|---|------------|-------------------|
| 1 | <p>***Per school site pricing***</p> <p>MOS Exam and Practice License Bundle. Versions available 2010, 2013, 2016</p> <ul style="list-style-type: none"> Exams: up to 500 exams per school site. Word, PowerPoint, Excel, SharePoint, Access, and Outlook. SKU# 1101634 Unlimited Gmetrix Practice Tests per school site. SKU# 1102735 <p><i>Note: above price reflect price increase effective 1/1/2019</i></p> | \$5,980.00 | \$5,980.00 |
| 1 | <p><u>Jasperactive Curriculum for MOS- School Site License</u></p> <ul style="list-style-type: none"> Jasperactive Online Learning for Microsoft applications. Provides self-paced video education and training solutions for Microsoft programs Video tutorials with lesson files, includes workbooks, and pre/post assessments, and reporting. Aligns to the MOS Certification <p>**All Certification exams and licenses expire one year from purchase date and no extensions, no refunds, or exchanges. **</p> | \$2,052.00 | \$2,052.00 |
| SUBTOTAL | | | \$8,032.00 |
| TOTAL DUE | | | \$8,032.00 |

CERTIPORT, INC.
1276 South 820 East
Suite 200
American Fork, Utah 84003

QUOTE SHEET

NO: 02212019 MOS program

DATE: May 15, 2019

TO:

Giselle Rodruquez
City of Pembroke Pines Charter
Central Campus

Contact Phone 954-322-3330

Main Phone:

Email: grodriguez@pinescharter.net

| REPRESENTATIVE | P.O. NUMBER | SHIP DATE | CERTIPORT ID | TERMS |
|----------------|-------------|-----------|--------------|-------|
| Mindy Howa | | | 90077209 | |

| QUANTITY | DESCRIPTION | UNIT | AMOUNT * |
|-----------|--|------------|-------------------|
| 1 | <p>***Per school site pricing***</p> <p>MOS Exam and Practice License Bundle. Versions available 2010, 2013, 2016</p> <ul style="list-style-type: none"> Exams: up to 500 exams per school site. Word, PowerPoint, Excel, SharePoint, Access, and Outlook. SKU# 1101634 Unlimited Gmetrix Practice Tests per school site. SKU# 1102735 <p><i>Note: above price reflect price increase effective 1/1/2019</i></p> | \$5,980.00 | \$5,980.00 |
| 1 | <p><u>Jasperactive Curriculum for MOS- School Site License</u></p> <ul style="list-style-type: none"> Online Learning for Microsoft applications. Provides blended learning education and training solutions for Microsoft programs Video tutorials with lesson files, includes workbooks, and pre/post assessments, and reporting. Aligns to the MOS Certification <p>**All Certification exams and licenses expire one year from purchase date and no extensions, no refunds, or exchanges. **</p> | \$2,250.00 | \$2,250.00 |
| SUBTOTAL | | | \$8,032.00 |
| TOTAL DUE | | | \$8,032.00 |

CERTIPORT, INC.
1276 South 820 East
Suite 200
American Fork, Utah 84003

QUOTE SHEET

NO: 02212019 MOS program
DATE: May 15, 2019

TO: Giselle Rodruquez
City of Pembroke Pines Charter
Academic Village Campus

Contact Phone 954-322-3330
Main Phone:
Email: grodriguez@pinescharter.net

| REPRESENTATIVE | P.O. NUMBER | SHIP DATE | CERTIPORT ID | TERMS |
|----------------|-------------|-----------|--------------|-------|
| Mindy Howa | | | 90037293 | |

| QUANTITY | DESCRIPTION | UNIT | AMOUNT |
|-----------|--|------------|------------|
| 1 | <p>***Per school site pricing***</p> <p>MOS Exam and Practice License Bundle. Versions available 2010, 2013, 2016</p> <ul style="list-style-type: none"> Exams: up to 500 exams per school site. Word, PowerPoint, Excel, SharePoint, Access, and Outlook. SKU# 1101634 Unlimited Gmetrix Practice Tests per school site. SKU# 1102735 <p><i>Note: above price reflect price increase effective 1/1/2019</i></p> | \$5,980.00 | \$5,980.00 |
| 1 | <p><u>Jasperactive Curriculum for MOS- School Site License</u></p> <ul style="list-style-type: none"> Online Learning for Microsoft applications. Provides self-paced video education and training solutions for Microsoft programs Video tutorials with lesson files, and pre/post assessments, and reporting. Aligns to the MOS Certification <p>**All Certification exams and licenses expire one year from purchase date and no extensions, no refunds, or exchanges. **</p> | \$2,052.00 | \$2,250.00 |
| SUBTOTAL | | | \$8,032.00 |
| TOTAL DUE | | | \$8,032.00 |

CERTIPORT, INC.
 1276 South 820 East
 Suite 200
 American Fork, Utah 84003
 Federal Tax ID Number: 41-0850527

QUOTE SHEET

NO: 02212019ACA Program
 DATE: May 15, 2019

TO: City of Pembroke Pines Charter
 Academic Village Campus
 Att: Giselle Rodriguez

Contact Phone: 954-322-3330
 Main Phone:
 Email:
grodriguez@pinescharter.net

| REPRESENTATIVE | P.O. NUMBER | SHIP DATE | CERTIPORT ID | TERMS |
|----------------|-------------|-----------|--------------|-------------|
| Mindy Howa | | | 90037293 | Net 30 Days |

| QUANTITY | DESCRIPTION | UNIT | AMOUNT |
|---------------------|---|------------|-------------------|
| 1 | <p>**per school site pricing**</p> <p><u>ACA Campus License with Gmetrix Practice Tests</u>- Can test in more than one classroom per school site – Up to *1000 exams and unlimited Gmetrix Practice – unlimited user/seat per school site.</p> <ul style="list-style-type: none"> Full Suite Bundle: CS5, CS6, CC Photoshop, Dreamweaver, Flash, Premiere Pro. Also CC Illustrator, and InDesign <p><i>Note: above price reflect price increase effective 1/1/2019</i></p> | \$5,928.00 | \$5,928.00 |
| 1 | <p><u>LearnKey- Online Learning Gmetrix Platform- per school pricing- online learning courseware</u></p> <ul style="list-style-type: none"> Video tutorials with lesson files, includes workbooks and pre/post assessments, reporting Same platform as GMetrix; uses the same admin panel and familiar navigation. This means one single sign on with Gmetrix practice exams and LearnKey curriculum! Aligns 100% to ACA Certification <p>**All Certification exams and licenses expire one year from purchase date and no extensions, no refunds, or exchanges. **</p> | \$2,250.00 | \$2,250.00 |
| SUBTOTAL | | | \$8,178.00 |
| SALES TAX | | | N/A |
| SHIPPING & HANDLING | | | N/A |
| TOTAL DUE | | | \$8,178.00 |



February 26, 2019

To Whom It May Concern:

Certiport is the sole provider of the exam delivery system for the following industry certification programs:

- Microsoft® Office Specialist (MOS) Program
- Microsoft® Technology Associate (MTA) Program
- Microsoft® TCertified Educator (MCE) Program
- Adobe® Certified Association (ACA) Program
- Autodesk® Certified User (ACU) Program
- Autodesk® Certified Professional
- Intuit® QuickBooks Certified User (QBCU) Program
- EC-Council® Associate
- Apple® App Development with Swift Certification Level 1
- Unity® Certified User
- Certiport® Entrepreneurship and Small Business (ESB) program
- Certiport® Internet and Computing Core Fundamentals (IC3) Programs
- Certiport® IC3 Spark

Certiport is also the exclusive distributor of CCI Learning Solutions' ebooks and courseware (including Jasperactive™), GMetrix Practice Tests, and MeasureUp® Practice Tests for all the above programs in North America.

Certiport complies with the highest industry standards in assessing and certifying basic computing, information technology, and office application skills. Certiport offers certification assessment and testing services in more than 150 countries and 25 languages worldwide. Certiport delivers its certification tests through a network of over 12,000 Certiport Authorized Testing Centers worldwide.

Certiport is dedicated to providing every Certiport Authorized Testing Center and every testing customer with excellent service and support during their entire certification testing experience. Certiport is pleased to provide any additional information on its programs as needed. Please direct questions or comments to customerservices@certiport.com.

Thank you for your interest in our programs.

Sincerely,

Ray Murray
Vice President and General Manager
Certiport, a Pearson VUE Business



State of Minnesota
County of Hennepin

Signed or attested before me on February 26, 2019 by Raymond Murray (name(s) of person(s)).

Susan Kay Rue
(Signature of Notary Public or other Official)

Susan Kay Rue
(Printed Name)

1-31-2020
My Commission Expires



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 9(F)

File ID: 19-1104

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 09/11/2019

Short Title: Contract Database

Final Action: 10/02/2019

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

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

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

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

(D) Certiport® - Microsoft Training and Certification

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

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

***Agenda Date:** 12/31/2019

Agenda Number: 9(F)

Internal Notes:

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

1 City Commission

10/02/2019 approve

Pass

- a) **Renewal Cost:** \$33,311.75
- b) **Amount budgeted for this item in Account No:** \$33,311.75/Yearly - Contract value.
Smart Stream account coding: 1-572-7001-48555
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** The renewal period shall be a one (1) year term.

| | FY2019-20 | Year 2 | Year 3 | Year 4 | Year 5 |
|--------------|-------------|--------|--------|--------|--------|
| Revenues | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Expenditures | \$33,311.75 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Net Cost | \$33,311.75 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

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

(D) Certiport® - Microsoft Training and Certification

1. Certiport® as the sole provider and exam developer for the Microsoft® Office Specialist (MOS) and the Adobe® Certified Association (ACA) industry certification programs.
2. On October 3, 2018, the City entered into a Contractual Services Agreement with Certiport®, a service mark of NCS Pearson, Inc. for an initial one (1) year period commencing on October 3, 2018 and expiring on October 2, 2019.
3. Section 3.2 of the Original Agreement, allows for two (2) additional one (1) year renewal terms upon mutual written consent, evidenced by a written Amendment.
4. The City Charter Schools request the City Commission approve this First Amendment for the first one (1) year renewal term as allowed by the agreement, commencing on October 3, 2019 and terminating on October 2, 2020.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$32,274
- b) **Amount budgeted for this item in Account No:** \$32,274 is budgeted within the Charter School's 2019-2020 Adopted Budget. All funds are coded to school object code 52652 - Software <1000 &/or licenses. The breakdown budgeted at each applicable school site is listed below:

| School Site | Account Coding | Account Description | Amount |
|----------------|---------------------------------|---------------------|--------|
| West Middle | 171-569-5052-553-52652-7300-369 | | |
| | Software<1000 &/or Licenses | \$ 8,032 | |
| Central Middle | 171-569-5052-554-52652-7300-369 | | |
| | Software<1000 &/or Licenses | \$ 8,032 | |

| | | | |
|------------------|-----------------------------|-----------------------------|------------------|
| Academic Village | 172-569-5053-52652-7300-369 | Software<1000 &/or Licenses | \$ |
| 16,210 | | | |
| Total | | | \$ 32,274 |

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

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

| | | FY2019-20 | Year 2 | Year 3 | Year 4 | Year 5 |
|--------------|-------------|-----------|--------|--------|--------|--------|
| Revenues | \$.00 | \$.00 | \$.00 | \$.00 | \$.00 | |
| Expenditures | \$32,274.00 | \$.00 | \$.00 | \$.00 | \$.00 | |
| Net Cost | \$32,274.00 | \$.00 | \$.00 | \$.00 | \$.00 | |

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

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

1. Granicus provides software and services to facilitate City legislative processes using Legistar, Media management, Captioning, Webcasting, Streaming, and Minutes Management Software products.
2. On October 11, 2016, the City entered into a Service Agreement with Granicus, Inc. for an initial three (3) year period commencing on October 11, 2016 and expiring on October 10, 2019.
3. Subsequently the City added additional services to the agreement on December 21, 2016 (HD Streaming), January 8, 2018 (Recurring Captioning services), and March 1, 2018 (Closed captioning of archived footage), through the First, Second, and Third Amendments, respectively.
4. Section 8.1 of the Original Agreement, allows for additional one (1) year renewal terms upon mutual written consent, evidenced by a written Amendment.
5. The City Clerk's Office requests the City Commission approve renewal of the agreement for an additional one (1) year term as allowed by the agreement, commencing on October 11, 2019 and terminating on September 30, 2020, to coincide with the subscription period.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$67,000

b) **Amount budgeted for this item in Account No:** \$67,000 (1-519-1001-46801 IT Maintenance Contracts)(Department total \$117,640)

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

d) **5 year projection of the operational cost of the project:** The renewal period shall be a



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/24/2019

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

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

PRODUCER
Marsh USA, Inc.
1166 Avenue of the Americas
New York, NY 10036

CONTACT
NAME:
PHONE
(A/C, No, Ext):
E-MAIL
ADDRESS:

FAX
(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : N/A

N/A

INSURER B : Safety National Casualty Corp.

15105

INSURER C : N/A

N/A

INSURER D : Chubb Insurance Company of New Jersey

41386

INSURER E :

INSURER F :

CN101443684--GAWUS-18-19

CERTI

INSURED
Certipol
A Business of NCS Pearson, Inc
1276 South 820 East, Suite 200
American Fork, UT 84003

COVERAGES

CERTIFICATE NUMBER:

NYC-010360175-06

REVISION NUMBER: 4

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|------------------------------------|--------------------------|--------------------------|---|
| D | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | 7498-81-30 | 11/01/2018 | 11/01/2019 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | CAS4044086 | 11/01/2018 | 11/01/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PHYSICAL DAMAGE \$ SELF INSURED |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| B B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | LDS4044084 (AOS) PS4044085 (WI) | 11/01/2018 11/01/2018 | 11/01/2019 11/01/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

The City of Pembroke Pines is included as an Additional Insured as respects General Liability as required by written contract or lease agreement.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Kevin Tietjen

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
09/24/2019

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

| | | | | | |
|---|--|-------------------------------------|--|--|--|
| AGENCY Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 | | PHONE (A/C, No, Ext): | | COMPANY Zurich American Insurance Company | |
| CN101443684-ALL-PROP-19-20 | | CERTI | | | |
| FAX (A/C, No): | | E-MAIL ADDRESS: | | | |
| CODE: | | SUB CODE: | | | |
| AGENCY CUSTOMER ID #: | | | | | |
| INSURED Certiport A Business of NCS Pearson, Inc. 1276 South 820 East, Suite 200 American Fork, UT 84003 | | LOAN NUMBER | | POLICY NUMBER MCP0240619-00 | |
| | | EFFECTIVE DATE 05/31/2019 | | EXPIRATION DATE 11/01/2019 | |
| | | | | <input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED | |
| THIS REPLACES PRIOR EVIDENCE DATED: | | | | | |

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

PERILS INSURED BASIC BROAD ☒ SPECIAL

| COVERAGE / PERILS / FORMS | AMOUNT OF INSURANCE | DEDUCTIBLE |
|--|---------------------|------------|
| Direct physical loss or damage to real property on a replacement cost basis, subject to policy terms, conditions and exclusions. Coverage Includes, but is not limited to fire, extended perils such as vandalism, malicious mischief, flood, earthquake and boiler & machinery. | 404,760,000 | 2,023,800 |
| Other deductibles may apply as per policy terms and conditions. | | |

REMARKS (Including Special Conditions)

The City of Pembroke Pines is included as loss payee where required by written contract.

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.

ADDITIONAL INTEREST

NYC-010360181-04

| | | | | |
|--|---------------------------|------------------------------|-------------------------------------|-------------------|
| NAME AND ADDRESS City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025 | ADDITIONAL INSURED | LENDER'S LOSS PAYABLE | <input checked="" type="checkbox"/> | LOSS PAYEE |
| | MORTGAGEE | | | |
| LOAN # | | | | |
| AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i> | | | | |



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

| | | |
|---------------------------|-----------|--|
| AGENCY Marsh USA, Inc. | | NAMED INSURED Cerliport A Business of NCS Pearson, Inc. 1276 South 820 East, Suite 200 American Fork, UT 84003 |
| POLICY NUMBER | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 27 FORM TITLE: Evidence of Property Insurance

SUB LIMITS:

Newly Acquired Locations - \$101,190,000

Unnamed Locations - \$47,222,000

Rental Value - \$63,084,465

DEDUCTIBLES:

Policy Deductible - \$2,023,800

Earthquake - \$2,023,800

Earthquake - Alaska, California and Hawaii

5% subject to min of \$2,023,800 and max \$6,746,000

Windstorm - 2% subject to min of \$2,023,800 and max \$6,746,000

Flood - \$2,023,800



CONTRACTUAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the 3rd day of October, 2018, by and between:

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

and

Certiport®, a business of NCS Pearson, Inc., a corporation organized under the laws of the State of Minnesota, United States of America, having its principal offices at 5601 Green Valley Drive, Bloomington, Minnesota, 55437 ("Certiport"), authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

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

ARTICLE 1 **PREAMBLE**

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On _____, the CITY advertised its Intent to Sole Source the CITY's desire to hire a firm to provide **Microsoft Training and Certification** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

«Solicitation_Type_Abbreviation» # «Solicitation_Number»
"«Solicitation_Title»"

1.2 The City did not receive any responses to its Intent to Sole Source the services referenced in Section 1.1 of the Agreement.



ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to appoint CITY as the **CERTIPOINT AUTHORIZED TEST CENTER**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, in accordance with the Scope of Services outlined in the specifications, , attached hereto and made a part hereof as **Exhibit "A."** CONTRACTOR and CITY agree to do everything required by this Agreement, Addenda to this Agreement, and Commission award complete with proposal form.

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

2.3 CITY owns and operates a testing center with facilities that meet CONTRACTOR's testing center technical requirements, as well as the CATC TM Guidelines, Policies, and Procedures described in Exhibit A and desires to have its facility recognized and appointed by Certipoint as a "CATC TM" in the Territory and/or Sector(s) as described in Exhibit B

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

2.5 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.6 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

ARTICLE 3

TERM AND TERMINATION

3.1 CONTRACTOR and CITY shall perform the services associated with as identified in **Exhibit "A"** attached hereto and made part hereof, for a one (1) year period, commencing on **the date this Agreement is executed. .**



3.2 This Agreement may be renewed for two (2) additional one (1) year periods upon mutual consent of the parties, evidenced by a written Amendment to this Agreement extending the term thereof.

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

3.4 *Termination for Convenience:* This Agreement may be terminated by either party for convenience, upon **thirty (30) days** written notice by the terminating party to the other party for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.5 *Default by CONTRACTOR:* In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

4.1 The CITY hereby agrees to compensate CONTRACTOR for all services performed and materials provided by CONTRACTOR pursuant to the provisions set forth in Quote Sheet, attached hereto as Exhibit "C," and incorporated herein.

4.2 RESERVED

4.3 The CITY shall within thirty (30) days, from the date the City's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the City Public Services Director or his or her assignees.

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

ARTICLE 5 **CHANGES IN SCOPE OF WORK**

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the



parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

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

ARTICLE 6 RESERVED

ARTICLE 7 INDEMNIFICATION

7.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions, except to the extent that such losses result from, in whole the gross negligence or unlawful acts of the City or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

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

7.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CITY. Notwithstanding the above, the defense and/or settlement of a claim by the CITY without such opportunity to the CONTRACTOR shall relieve the CONTRACTOR of any further obligation to indemnify the CITY with regard to such claim.

7.4 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 8 INSURANCE

8.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractors,excluding CITY should CITY be deemed a subcontractor to the extent that is a



Certiport Authorized Testing Center The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

8.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

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

8.4 RESERVED

8.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

8.6 REQUIRED INSURANCE

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

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



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

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

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

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

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

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

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

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

8.6.5 Sexual Abuse may not be excluded from any policy.

8.7 REQUIRED ENDORSEMENTS



- 8.7.1 The City of Pembroke Pines shall be included as an Additional Insured on each of the General Liability policies required herein
- 8.7.2 Waiver of all Rights of Subrogation against the CITY
- 8.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY
- 8.7.4 CONTRACTORS' policies shall be Primary & Non-Contributory
- 8.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
- 8.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

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

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

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

ARTICLE 9

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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

ARTICLE 10

INDEPENDENT CONTRACTOR



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

ARTICLE 11

UNCONTROLLABLE FORCES

11.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 12

AGREEMENT SUBJECT TO FUNDING

12.1 This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.



ARTICLE 13
VENUE

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

ARTICLE 14
SIGNATORY AUTHORITY

14.1 CONTRACTOR shall provide CITY with a certified letter evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 15
MERGER; AMENDMENT

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

ARTICLE 16
DEFAULT OF CONTRACT & REMEDIES

16.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

16.2.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

16.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement.

16.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

16.2.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution



or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

16.3 Remedies in Default. In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct him to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. .

16.3.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CONTRACTOR. .

ARTICLE 17 **BANKRUPTCY**

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

ARTICLE 18 **DISPUTE RESOLUTION**

18.1 **Arbitration.** In addition to any other remedy provided hereunder, either Party, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by a party, such controversy or claim shall be submitted to three arbitrators selected from the National Panel of The American Arbitration Association, with one arbitrator selected by the CITY, one arbitrator selected by the CONTRACTOR, and one arbitrator mutually agreed upon by the parties.

18.2 Operations During Dispute.

18.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement regardless of such dispute.



ARTICLE 19
PUBLIC RECORDS

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

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

19.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

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

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

19.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in **Article 16**.

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

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



ARTICLE 20
MISCELLANEOUS

20.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed. Notwithstanding the prior sentence, Personal Data or Examinee Personal Data shall not be considered the property of CITY as set forth in the Parental Consent form.

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

20.3 **Records.** RESERVED

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

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

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

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

| | |
|------|--------------------------------|
| CITY | Charles F. Dodge, City Manager |
| | City of Pembroke Pines |
| | 601 City Center Way |
| | Pembroke Pines, Florida 33025 |



Telephone No. (954) 450-1040

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

Contractor: Certiport, a business of NCS Pearson, Inc.
Attention: VP Channel Operations
1276 South 820 East Suite 200
American Fork, Utah 84003
Telephone No. (801) 847-3100
Facsimile No. (801) 492-4118

Copy To: Certiport, a business of NCS Pearson, Inc.
Attention: Legal
5601 Green Valley Drive Bloomington,
Minnesota 55437
Telephone No. (952) 681-3406
Telephone No. (952) 681-3140

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

20.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

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

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

20.11 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the



parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

20.12 **Waiver.** Failure of either party to insist upon strict performance of any provision or condition of this Agreement, or to execute any right contained herein, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

20.13 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

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

20.15 **Protection of City Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

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

20.17 **Compliance with Statutes.** It shall be the Contractor's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable; **specifically the Jessica Lunsford Act – Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or contractors with a Florida public school or district.**

20.18 **Additional Background Screening Requirements.** In addition, to any other background screening requirements that may be required in this Agreement and/or by statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies, the CONTRACTOR shall ensure that all employees that are providing services to the CITY, shall complete and pass a **Level II background check.**

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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:


10/3/18
 By: Charles F. Dodge
 MARLENE D. GRAHAM, CITY CLERK CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:


 OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

Certiport, a business of NCS Pearson, Inc.

By: 
 Name: Ray Murray
 Title: VP & GM

STATE OF MINNESOTA)
 COUNTY OF HENNEPIN)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Ray Murray as VP & GM of **Certiport, a business of NCS Pearson, Inc.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **Certiport, a business of NCS Pearson, Inc.** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 20th day of September, 2018.



Susan Kay Rue
 NOTARY PUBLIC
Susan Kay Rue
 (Name of Notary Typed, Printed or Stamped)

EXHIBIT A

CERTIPOINT AUTHORIZED TEST CENTER

1. **Definitions.** The following terms shall have the following meanings for the purpose of this Agreement:
 - 1.1. “Assessment Exam” means any test that is intended to measure the skill, knowledge, intelligence, capacity or aptitude of the Examinee with respect to the subject matter thereof.
 - 1.2. “Certification Exam” means a proctored certification examination intended, if passed, to attest to the competence of the Examinee with respect to the subject matter thereof.
 - 1.3. “CATC TM” means Certiport Authorized Test Center, a party authorized pursuant to a license granted by Certiport to act as a testing center under the name “CATC TM” to administer the Certiport Pathway Solutions and Methods.
 - 1.4. “Certiport” shall have the same meaning as CONTRACTOR in the main agreement.
 - 1.5. “Certiport Authorized Test Center Agreement” means the agreement between Certiport and a CATC TM authorizing the CATC TM to administer and deliver Assessment Exams and Certification Exams using the “CATC TM” name.
 - 1.6. “CATC TM Policies, Guidelines and Procedures” or “the Guidelines” are minimum standards that Certiport requires all CATC TMs meet and which are designed to ensure that Examinees are afforded the best possible training and examination environment, as further described in Exhibit A.
 - 1.7. “Certiport Exam Proctor” or “Proctor” means an individual who shall be trained by the CATC TM to be responsible for ensuring that Exams are conducted according to Certiport’s standards.
 - 1.8. “Certiport Authorized Partner (CAP)” or “CAP” means a company that meets the criteria for regional or sector-level in-country sales, marketing, training and support of Certiport Pathway Solutions & Methods to customers “CAP Solution Provider” or “CAP Solution Provider” means a company that meets the criteria for country-level sales, marketing, training and support of Certiport Pathway Solutions & Methods to Certiport Authorized Partner (CAP)s.
 - 1.9. “Certiport Pathway Solutions & Methods” or “Pathway Solutions & Methods” means the Certiport Products and Services as well as the training materials, systems training, operation and installation methodologies related to the Programs and/or Certiport Products and Services.
 - 1.10. “Certiport Products and Services” or “Products or Services” means the Training Materials, the Certification Exams, the Assessment Exams, the Practice Tests, and related products and services developed or distributed by Certiport from time to time.
 - 1.11. “Certiport Technology” is defined as, without limitation, all intellectual property including patents, trademarks, media, software, business plans or methods, customer lists, Training Materials and Certiport Products and Services developed and owned or licensed by Certiport. As between the parties, Certiport has and shall retain exclusive ownership of all rights, title and interest in and to Certiport Technology. To the extent that Company may be deemed to have any ownership interest in or to the Certiport Technology, Company hereby assigns and transfers to Certiport all such rights, title and interest that Company may have in such materials. Company acknowledges and agrees that it does not have any right, title or interest, and will not claim any, in or to the Certiport

Technology or any derivative work based thereon, and that this Agreement does not create or vest in it any right, title or interest in the Certiport Technology, or any derivative work based thereon. Certiport expressly reserves all rights in the Certiport Technology not expressly granted to Company in this Agreement.

- 1.12. "Company" shall have the same meaning as CITY in the main agreement.
- 1.13. "Data Processor" means Certiport and Company.
- 1.14. "Dispute" has the meaning set forth in Section 18.
- 1.15. "CATC™ Requirements" means minimum technical standards required by Certiport to be possessed by CATC™s in order to ensure an appropriate and effective education and testing environment for Examinees. Certiport reserves the right to change the CATC™ Requirements, set forth at www.Certiport.com under Support Center from time and shall notify Company of said changes.
- 1.16. "Day(s)" means business days and not calendar days, unless expressly stated.
- 1.17. "Effective Date" means the date set forth in the first paragraph above.
- 1.18. "Exam Expiration Date" means the last date on which an Exam within a particular Program may be administered by a CATC™.
- 1.19. "Examinee" means the end user of the Certiport Pathway Solutions & Methods.
- 1.20. "Exams" means Certification Exam(s) and/or Assessment Exam(s).
- 1.21. "Personal Data" or "Examinee Personal Data" means any information relating to an identified or identifiable Examinee.
- 1.22. "Practice Tests" means Certiport-owned or licensed products that prepare Examinees for Certification Exams by simulating the look, feel, timing and scoring of Certification Exams.
- 1.23. "Processing" means any operation or set of operations which is performed upon Examinee Personal Data, whether or not by automatic means, such as collection, use, recording, organization, storage, retrieval, or disclosure by transmission, ("Process", "Processes" and "Processed" shall have the same meaning).
- 1.24. "Programs" means the Certification Exam and/or Assessment Exam product groupings that Company has elected to participate in through Certiport's internet application process. Such Program(s) is/are described in the Program Addendum(s), which is/are attached hereto as **Exhibit A** and incorporated herein by reference.
- 1.25. "Programs Sponsors" or "Data Controller" means any company or organization which Certiport represents, including Certiport itself, for the purposes of developing and/or selling Certiport Products and Services. Program Sponsors or Data Controllers are the organizations that determine the purpose and means of the Processing of Examinee Personal Data and have established certain levels of education, training and/or testing experience necessary to qualify for a specified certification and who have contracted with Certiport to provide electronic testing services to Examinees who are seeking to demonstrate those qualifications. In addition, Certiport delivers computer-based Exams on behalf of itself and may from time to time be the Program Sponsor or Data Controller and a Data Processor.
- 1.26. "Sector" means the market sectors described in Exhibit B attached thereto and hereby incorporated by this reference.
- 1.27. "Software" means all software provided by Certiport to the Certiport Authorized Distributor, or to CATC™s™ in the Territory, including without limitation, Certiport

iQSystem™, Certification Pathways System, and other software related to the delivery and administration of Certiport Products and Services.

1.28. “Support Staff” has the meaning set forth in Section 7.

1.29. “Territory” means the geographic area described in Exhibit B attached hereto and hereby incorporated by this reference.

1.30. “Training Materials” means any materials in electronic or paper format used for either teaching Examinees the skills covered in Certiport Products and Services, or for training CATC™ employees how to effectively use and incorporate Certiport Pathway Solutions

1.31. “Data Incident” The loss of, or attempted or successful unauthorized access, use, disclosure, modification, or destruction of, any Examinee Personal Data, other Certiport materials, or any information system that hosts or otherwise processes Examinee Personal Data.

2. **License.** Certiport hereby grants to Company a limited, non-exclusive, non-transferable, non-sublicenseable, non-assignable limited license and right to hold itself out to the general public as a CATC™, subject to the terms and conditions of this Agreement. Company agrees to, in all instances, abide by the terms of Certiport’s Branding Guidelines, and in the event that certain Program Sponsors require Company to do so,

3. **No Authority of Company.** This Agreement does not constitute and shall not be construed as constituting a partnership, franchise, agency or joint venture between Company and Certiport. No party shall have any right to obligate or bind the other party in any manner whatsoever. All personnel of Company, including full and part-time employees and independent contractors, are and shall be considered employees or agents of Company, as applicable. Company assumes sole and full responsibility for their acts and omissions as such acts and omissions may impact Certiport. Company shall at all times during the term of this Agreement maintain such supervision, direction and control over its personnel and shall be solely responsible for the payment to its personnel of the salaries and other compensation and matters relating thereto (including, if applicable, the withholding and/or payment of all Federal, State and local income, unemployment, social security and other payroll taxes), workers’ compensation, disability benefits and all other additional legal requirements of like nature applicable to such personnel.

4. **Duties of Company.**

4.1. **General Business Conduct.** Company agrees not to engage in deceptive, misleading, illegal, or unethical conduct that is or might be detrimental to Certiport or to the Products or Services. Should Company fail to abide by the Guidelines, and/or engage in conduct that reflects unfavorably upon and threatens the name, goodwill, reputation or image of Certiport or any of its affiliates, such conduct shall constitute a breach and shall entitle Certiport to terminate this Agreement pursuant to Section 16.1 below.

4.2. **Territory and Sector Restrictions.** Company understands and agrees that it shall serve as a CATC™ only in the Territory and Sectors(s) referenced in Exhibit B and no other

without the prior written consent of Certiport. Breach of this provision shall entitle Certiport to terminate this Agreement pursuant to Section 16.1 below.

4.3. Compliance with CATC™ Policies. Company understands and agrees that it must meet the standards set forth in “CATC™ Policies, Guidelines and Procedures” attached hereto as Exhibit A and incorporated herein by reference. Company understands that the Guidelines are designed by Certiport to ensure an appropriate environment for delivery of the Certiport Products and Services and to protect the reputation of Certiport, and Company’s agreement to obey the Guidelines is a material inducement to Certiport to enter into this Agreement with Company. Company understands and agrees that Certiport has the right, in its sole discretion, to amend the Guidelines from time to time and shall inform Company of any changes via email. If changes are made to Guidelines, Certiport and Company agree to amend this Agreement to reflect the changes. Company’s failure to comply with the Guidelines shall entitle Certiport to terminate this Agreement pursuant to Section 16.1.

4.4. Initial Purchase Requirement. [Intentionally Left Blank]

4.5. Subsequent Purchase(s). [Intentionally Left Blank]

4.6. Order Procedure, Price, Payment. Company shall purchase Certiport Products and Services only from Certiport via the Certiport web portal, or if the Certiport web portal is not accessible, by telephone or by email; or from Company’s designated Certiport Authorized Distributor recognized by Certiport as operating within the territory and/or sector(s) in which Company operates. Once purchased, Company is not entitled to a refund of the purchase price of any Exam.

4.7. Identification. In all materials generated and published by the Company to market Certiport Products and Services, and in all physical locations used by Company to deliver Certiport Services, Company agrees to identify itself as a “CATC™” with clarity and in accordance with the reasonable instructions of Certiport, and abiding by all logo usage provisions of this Agreement.

5. **Promotional Material; Advertising.** Company agrees to use, in advertising and promoting the Certiport Products and Services, only those materials approved by Certiport in compliance with Program Sponsor marketing and logo usage guidelines. Should Company wish to use Program Sponsor logos, Company shall notify Certiport and shall sign the Logo License Agreement provided by Program Sponsor prior to using any such logos. Company warrants that it will not use Program Sponsor Logo’s without first executing a logo license agreement. Failure to abide by these terms will constitute a breach and result in termination as set forth in Section 16.1.

6. **Support Functions.** Company agrees to ensure that personnel having appropriate skills (“Support Staff”) are provided to fulfill Company’s duties hereunder. Support Staff may include employees of Company and/or independent contractors of Company. In particular:

6.1. Certiport Systems Administrator. Company agrees, when the resource to train individuals in the Company’s primary local language is made available by Certiport, to have at least

one Certiport System Administrator trained and certified in the primary local language of the Territory in which the CATC™ is located.

- 6.2. Certiport Exam Proctor. Company agrees, when the resource to train individuals in the Company's primary local language is made available by Certiport, to have at least one Certiport Exam Proctor trained and certified in the primary local language of the Territory in which the CATC™ is located. The Certiport Exam Proctor agreement can be found at www.certiport.com.
- 6.3. CATC™ Support. Company agrees to maintain Support Staff that are competent to answer and to use its best efforts to answer all inquiries from Examinees regarding the Software and/or Certiport Products and Services.
- 6.4. Advice to Certiport. Company agrees to advise and escalate to Certiport promptly concerns about any material information that may come to Company's attention regarding the Certiport Products and Services, including without limitation, charges, complaints, or claims by Examinees and others about the Software and/or Certiport Products and Services.
- 6.5. Parental Consent Form. Before allowing an Examinee under the age of 18 to register and take an Exam, Company shall require the parent/legal guardian of the Examinee to complete and sign a Parental Consent Form. Completed Parental Consent Forms must be retained by Company and made available to Certiport upon request. The parental consent form can be found at www.Certiport.com by selecting "Exam Policies" under the "Testing Centers" menu item and then selecting the link for "Parental Consent Form".
7. **Processing of Examinee Personal Information**. Certiport and Company have agreed to the following requirements for the processing of Examinee Personal Data in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer of Examinee Personal Data by the Company to Certiport and for the transfer of Examinee Personal Data by Certiport to the Company.
 - 7.1. Company agrees and warrants:
 - i. On behalf of the Program Sponsor and Certiport (when acting in the capacity as the Program Sponsor), Certiport instructs Company to process Examinee Personal Data (as applicable) for the purposes of (a) Examinee test registration and scheduling, and (b) transmission of Examinee Personal Data to Certiport. Such processing shall continue for the duration of the CATC Agreement. Types of Examinee Personal Data may include Examinee name, address, identification, test scores; and all other Examinee Personal Data as directed by Certiport.
 - ii. Company will process the Examinee Personal Data only on behalf of Certiport and its Program Sponsors in compliance with Certiport's instructions and as set forth in this Agreement; if Company cannot comply

for whatever reasons, Company agrees to promptly inform Certiport of its inability to comply, in which case Certiport may suspend all Services provided by Company.

- iii. Company confirms that it has no reason to believe that it is prevented, for any reason, from fulfilling its obligations under the Agreement. In the event that Company becomes aware that it is prevented from fulfilling its obligations under the Agreement, Company will promptly notify Certiport, and Certiport may have the right to immediately suspend all Services being provided by Company and Certiport may, in its sole discretion, terminate this Agreement.
- iv. Notwithstanding anything in the Agreement, Company confirms that it has implemented and will maintain appropriate organizational, administrative, physical, and technical security measures (collectively “technical and organizational security measures”) for the protection of Examinees Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing. Such implementation shall include privacy policies that are consistent with, and no less restrictive and protective of personal data than the principles and policies set forth in the Pearson VUE Privacy and Cookies Policy posted at <http://www.pearsonvue.com/legal/privacy>, as such Pearson policy may be amended by Pearson from time to time. In addition, for Exams delivered in the United States, Company shall comply with the Student Privacy Pledge in the delivery of Certiport Exams.
- v. Company shall ensure that all Company personnel authorized to Process Examinee Personal Data are obligated to keep Examinee Personal Data confidential.
- vi. To work in good faith and respond properly to all inquiries from Certiport relating to Company’s processing of Examinee Personal Data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the Examinee Personal Data transferred.
- vii. Where requested, the Company shall provide assistance as requested by Certiport and the Program Sponsor in connection with this Agreement, including but not limited to notifying the appropriate parties of a Examinee Personal Data breach, or, carrying out a data protection impact assessment.

The parties agree that on the termination of its data-processing services, the Company shall, at the choice of the Certiport, return, if any, all Examinee Personal Data transferred and any and all copies thereof to Certiport or Company shall destroy all of the Examinee Personal Data and certify to Certiport that it has done so, unless legislation imposed upon Company prevents it from returning or destroying all or part of the Examinee Personal Data

transferred. In that case, the Company warrants that it will guarantee the confidentiality of the Examinee Personal Data transferred and will not actively process Examinee Personal Data transferred anymore.

- viii. The Company shall comply with all applicable data privacy and data protection laws relating to Company's obligations under the Agreement.
- ix. Notify Certiport immediately of any Data Incident or any other breach of the requirements herein, including details regarding the measures Company has taken to promptly remedy the breach and any further information and support that Certiport may reasonably require. Company shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the Data Incident and shall keep Certiport up-to-date about all developments in connection with the Data Incident.
- x. Certiport adheres to the principles of the EU-U.S. Privacy Shield Framework as written by the U.S. Department of Commerce and Certiport complies with the U.S. Department of Commerce U.S.-Swiss Safe Harbor principles. In addition, Company agrees to follow the principles of the EU U.S. Privacy Shield Framework and the U.S.-Swiss Safe Harbor principles.

8. **Compliance with Law.** Company agrees:

- i. to conduct its business operations in accordance with all applicable United States and local laws and regulations, including without limitation the U.S. Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, et seq., any local laws, and the United Kingdom Bribery Act.
- ii. it shall (a) conduct business in conformance with sound ethical standards of integrity and honesty; (b) conduct business in such a way as to not give the appearance of impropriety, even when the behavior or activity is in compliance with the law; (c) not achieve business results by illegal acts or unethical conduct; (d) prohibit Company's Support Staff and other employees, agents and subcontractors from offering, paying or authorizing financial, and/or any other item of value or other advantage to be given to any official or employee of any government or political party, political candidates, employees of government enterprises or any other person or entity, with knowledge or a reason to believe that such payment or promise to pay will be made to any government official (each, an Official) for the purposes of (i) obtaining an improper business advantage; (ii) influencing such Official to take, or not to take, any action or decision; or (iii) inducing such Official to use his or her influence to affect any act or decision of a government.

- iii. it will not improperly influence, directly or indirectly, the sale of Certiport Products and Services by payments or other actions contrary to law or regulation.
- iv. that no government official who is a principal, owner, officer, employee or agent of any entity in which Company has an interest will be involved in or used to influence the sale or purchase of the Certiport Products and Services, and no government official has any financial interest in the sale or purchase of the Certiport Products and Services.
- v. to provide employees and any contracted individuals engaged by Company with a work environment free of coercion and harassment.
- vi. to comply with the Export Administration Act which: (a) requires a license from the United States government prior to export or re-export of any materials, product or technical information; (b) requires compliance with destination restrictions; and (c) prohibits certain acts in furtherance of foreign boycotts.
- vii. to comply with all applicable laws, regulations and standards (including but not limited to the United States Office of Foreign Asset Control (“OFAC”) regulations, Specially Designated Nationals or Blocked Persons (“SDN”) list or similar federal, state or other countries legislation on international trade law, and the Americans with Disabilities Act or similar federal, state or other countries disability or human rights laws.

In the event of any demonstrable breach by Company of any of its representations, warranties, or provisions of Section 9, Certiport may, in its sole discretion, in addition to any other remedy provided herein or otherwise provided by law, immediately terminate this Agreement without notice or indemnity.

9. **Competition; Circumvention.** During the term of this Agreement, , Company agrees that it will not, directly or indirectly, develop, administer, sell or license products or services that compete with the Certiport Products and Services to any person or entity for any purpose, in the Territory and Sector described in Exhibit B. Further, during the term of this Agreement, Company agrees that it will not, directly or indirectly, buy or lease, as the case may be, any products or services that are the same as or similar to the Certiport Products and Services, from any of the Program Sponsors or third-party vendors for which Certiport provides the Certiport Products and Services to Company pursuant to this Agreement, and will take no action, whether directly or indirectly, by any medium of contact whatsoever, to circumvent or interfere in any manner with any relationship, opportunity or advantage that Certiport may have established with the Program Sponsors or third-party vendors, or interfere in any manner whatsoever with the business of Certiport.

10. **No Purchase or Sales Outside Territory or Sector(s).** RESERVED

11. **License of Software.** Certiport hereby grants to Company a limited, non-transferable, non-exclusive, license to use the Software for the sole purpose of operating its CATC TM in accordance with this Agreement. Company shall, upon expiration or termination of this Agreement, promptly return or destroy all copies of the Software and all related documentation in its possession.

12. **Protection of Certiport Technology.** Company shall not re-engineer, reverse engineer, or manipulate in any way, Certiport Technology without express prior written permission from Certiport shall retain all right, title and interest to Certiport Technology and any modification, enhancement, localization or extension of the Certiport Technology developed by Company during the term of this Agreement. Certiport hereby prohibits Company from disassembling, reproducing, modifying, or creating derivative works based on the Certiport Technology. Company shall not be entitled to use Certiport Technology for internal purposes except as specifically permitted by this Agreement. Certiport also prohibits sublicensing or assigning the rights of the Certiport Technology without the written consent from Certiport. Any violation of this Section 13 shall constitute a breach of this Agreement and result in termination pursuant to Section 16.1.

13. **Limited Warranty; Limited Remedies.** Certiport makes no warranty concerning the Software or the Certiport Products and Services or any other services or goods provided under this Agreement, and Certiport hereby disclaims all implied warranties with respect thereto, including without limitation any implied warranty of merchantability, fitness for a particular purpose or non-infringement. Certiport shall not be liable to the Company for any indirect, incidental, or consequential damages or damages from lost profits or lost use, even if Certiport is advised as to the prospect of the same.

14. **Ownership, Use, and Protection of Examination Data.** As between Certiport and its Program Sponsors and Company, Certiport and its Program Sponsors shall be the sole owners of all results of all Certification Exams and Assessment Exams, all data regarding Examinees and all compilations of the foregoing, and Company shall not have any interest therein. Company shall, at the request of Certiport, surrender to Certiport any such results and information. Company shall not use any such results, data or compilations, or disclose the same, for any purpose. Company shall also be responsible for protection of Examinee's personal data and Certiport specifically disclaims any liability for breaches of Company's obligations to protect such personal data. Certiport suggests that Company not request that Examinees provide Company with national identity numbers (such as Social Security numbers) but instead create unique identifying numbers for Examinees.

14.1. **By Either Party for Material Breach.** This Agreement may be terminated for cause at any time, without limiting any party's other rights or remedies, upon written notice identifying with specificity the cause if either party commits a Material breach of this

Agreement and if such breach continues un-remedied for a period of thirty (30) days after receipt by the other party of written notice thereof. Within fifteen (15) days after receipt of a written notice to cure a Material breach, the breaching party must provide non-breaching party with a written detailed response that identifies how the breaching party will cure the Material breach within the thirty (30) day time frame provided above. Should the breaching party fail to provide the written response within fifteen (15) days as is required; the non-breaching party shall have the right to immediately terminate this Agreement. Further, this Agreement may be terminated if either party: (i) has a receiver appointed for itself or its property; (ii) makes an assignment for the benefit of its creditors; (iii) any proceedings are commenced by, for or against either party under any bankruptcy, insolvency or debtor's relief law seeking a reorganization of such party's debts and such proceedings are not dismissed within ninety (90) days of their commencement; or (iv) either party is liquidated or dissolved.

14.2. By Either Party. Either party may terminate this Agreement at any time for convenience, by providing thirty (30) days' written notice to the other party. In the event that Company terminates the Agreement under this provision, Certiport shall allow Company to use any unused inventory during the remaining active term of the Agreement..

14.3. Duties of Company upon Termination. Upon termination, Company shall immediately cease holding itself out as a CATC™, stop administering any Exams, remove all references to images and logos representing or relating to Certiport or to the Certiport Products and Services from any Company website, printed material, or retail storefront operated by Company. Further, if prior to termination Certiport has, pursuant to Section 5.6.2, granted payment terms to Company which permitted Company to avoid paying for the Certiport Products and Services at the time of ordering, all payments due to Certiport from Company shall immediately become due and payable.

15. Confidentiality. To the extent permitted by Florida law, neither party shall use or disclose to any third party any Confidential Information of the other for any purpose other than the performance of its obligations under this Agreement. "Confidential Information" as it applies to Certiport includes all software and codes and materials related thereto, all Certification Exams, Assessment Exams, and the contents thereof, and any other information or material provided by Certiport to Company that is marked "confidential" or "proprietary" or that Certiport informs Company in writing it regards as confidential, proprietary or a trade secret of Certiport. "Confidential Information" as it applies to Company includes all information and material provided by Company to Certiport that is marked "confidential" or "proprietary" or that Company informs Certiport in writing it regards as confidential, proprietary or a trade secret of Company. Notwithstanding the foregoing, the obligations imposed hereunder shall not apply to Confidential Information that (a) is made public by the disclosing party, (b) is or hereafter becomes part of the public domain through no wrongful act, fault or negligence on the part of the recipient, (c) the recipient can reasonably demonstrate was in the possession of the recipient prior to its disclosure by the disclosing party other than as a consequence of any breach of any duty of confidentiality, (d) is considered a public record pursuant to Chapter 119, Florida Statutes. In the event of a breach or threatened breach of this Section by a party, the

other party may seek to obtain injunctive and other equitable relief therefore, in addition to any other applicable remedies at law.

16. **Background Screening.** Certiport agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by Company in advance of Certiport or its personnel providing any services under the conditions described in the previous sentence. Certiport shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Certiport and its personnel. The parties agree that the failure of Certiport to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling Company to terminate immediately with no further responsibilities or duties to perform under this Agreement. Certiport agrees to indemnify and hold harmless Company, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Certiport's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. The parties acknowledge that Certiport will not have access to school grounds and will not have direct contact with students during the term of this Agreement. Should Certiport require access to school grounds under this Agreement, then Certiport shall be escorted by Company staff at all times.

17. **Inspection of Certiport's Records by Company.** Certiport shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by Company under this Agreement. All Certiport's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by Company's agent or its authorized representative to permit Company to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by Certiport or any of Certiport's payees pursuant to this Agreement. Certiport's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. Certiport's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **Certiport's Records Defined.** For the purposes of this Agreement, the term "Certiport's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating

worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, Company's agent or authorized representative shall have access to Certiport's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by Company to Certiport pursuant to this Agreement.

(c) Notice of Inspection. Company's agent or its authorized representative shall provide Certiport reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. Company's agent or its authorized representative shall have access to Certiport's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by Certiport to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by Company for cause and shall be grounds for the denial of some or all of any Certiport's claims for payment by Company.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to Company by Certiport in excess of two percent (2%) of the total billings under this Agreement, the actual cost of Company's audit shall be paid by Certiport. If the audit discloses billings or charges to which Certiport is not contractually entitled, Certiport shall pay said sum to Company within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. Certiport shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Certiport to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by Company for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by Company to Certiport pursuant to this Agreement and such excluded costs shall become the liability of Certiport.

(h) Inspector General Audits. Certiport shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

18. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
19. **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.
20. **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.
21. **Annual Appropriation.** The performance and obligations of Company under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If Company does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by Company at the end of the period for which funds have been allocated. Company shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to Company in the event this provision is exercised, and Company shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.
22. **Excess Funds.** Any party receiving funds paid by Company under this Agreement agrees to promptly notify Company of any funds erroneously received from Company upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to Company.
23. **Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with Company under this Agreement shall, as applicable, fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and

records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless Company and its officers and employees for any violation of this section, including, without limitation, defending Company and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon Company, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon Company arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or subcontractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

24. **Suspension / Deactivation.** If Certiport determines, or has a reasonable basis to believe that Company, or its representatives, have committed or permitted misconduct or failed to comply with responsibilities, specifications, technical specifications, or other requirements in this Agreement or the Guidelines, Certiport may suspend testing, account access and Company's status as a CATC until it is resolved to Certiport's satisfaction.

25. **Miscellaneous.**

25.1. **Entire Agreement.** The terms and provisions of this Agreement, together with any exhibits or addenda, constitute the entire agreement in relation to the subject matter hereof between the parties. This Agreement shall supersede all previous communications, whether oral or written, between the parties with respect to the subject matter hereof and no agreement varying or extending any of the terms and provisions of this Agreement shall be binding on either party unless in writing, signed by a duly authorized officer or representative of each of the parties.

25.2. **Authority.** Each person signing this Agreement on behalf of either party represents and warrants to the other party that he or she has the full power and authority to enter into this Agreement, to bind and obligate such party to perform all of its obligations hereunder and to provide all rights and materials granted hereunder and that neither the execution and delivery of this Agreement, nor the performance of its obligations or provision of any rights or materials hereunder, will violate any agreement between the party and a third party, any federal, state, or local law or regulation to which the party is subject or any right of any third party.

25.3. **Force Majeure.** Neither party shall be liable for failure to perform any obligation under this Agreement where such failure is due to fire, flood, earthquake, riot, sabotage, labor dispute, natural calamity, war, epidemic, acts of God, acts of the government or of any civil or military authority, or other causes that are beyond the reasonable control of such party.

- 25.4. Headings. The headings to the sections hereof are for convenience only and have no legal effect.
- 25.5. Severability. If a court of competent jurisdiction finds any portion of this Agreement, including the Exhibits and Addenda hereto, to be invalid or unenforceable, such determination shall not render the entire Agreement, Exhibits or Addenda unenforceable or invalid but rather the Agreement, Exhibits or Addenda, as the case may be, shall be read and construed as if the invalid or unenforceable provision(s) are not contained therein, and the rights and obligations of the parties shall be construed and enforced accordingly.
- 25.6. No Assignment. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto. Except as may be permitted by the terms of this Agreement, Company may not assign its rights or delegate its duties hereunder without the express written consent of Certiport.
- 25.7. Waiver. Failure by a party to exercise, or any delay by a party in exercising, any right or remedy provided in this Agreement or by law shall not constitute a waiver of the particular right or remedy, or a waiver of other rights or remedies.
- 25.8. Taxes. Company shall promptly pay, and reimburse and hold Certiport harmless from and against, all taxes of any character incurred by Company and resulting from the purchase and/or sale by Company of any Products or Services.
- 25.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, all of which shall constitute the same agreement.
- 25.10. Language. Written in English, this Agreement shall be construed and interpreted in accordance with this language regardless of any translation required for execution.
- 25.11. Publicity. Company shall not issue any press release or publicity that relates to this Agreement without the express written consent of Certiport.
- 25.12. Review. Company acknowledges that it has reviewed this Agreement in its entirety and has had a full opportunity to consult with counsel regarding the Agreement's terms. Therefore, Company expressly waives any and all applicable common law and statutory rules of construction that might hold that any provision of this Agreement should be construed against the Agreement's drafter, and agree and affirm that the Agreement and all provisions thereof shall in all cases be construed as a whole, according to the fair meaning of the language used.

IN WITNESS WHEREOF, the parties have set their hands hereto as of the date first set forth above.

EXHIBIT A

Certiport Authorized Testing Center (CATC) Policies, Guidelines and Procedures

Certiport is committed to ensuring that its Certification Exams are respected and valued in the marketplace. Accordingly, Certiport takes appropriate measures to ensure that the integrity of its Exams is not compromised. Certiport also holds CATCs accountable for taking steps to prevent and detect fraud and breaches of Exam security.

1. CATCs are required to strictly enforce the following rules:

- 1.1 The CATC must verify at least one form of Examinee identification bearing a photograph and the Examinee's signature. An example of an acceptable form of identification is a government issued identification or student identification issued by an academic institution.
- 1.2 The CATC must not allow recording devices, including paper, pens, pencils, cameras, computers, handheld computers or communication devices, such as telephones or pagers, in the testing area.
- 1.3 The CATC may permit an Examinee to take a break during testing if requested, but must inform the Examinee that the testing clock cannot be stopped during the break. Examinees must not be permitted to conduct activities during a break that may compromise Exam security, to include using a telephone and communicating with other candidates.
- 1.4 The CATC must ensure that Examinees are seated a distance of no less than four (4) feet or (1.25 meters) apart from one another in the testing area to minimize distractions and prevent cheating.
- 1.5 Use of equipment such as printers, facsimile machines, copiers, or telephones is not permitted in the testing room while testing is in progress.
- 1.6 CATCs must ensure that each Exam is actively proctored and that Proctors have an unobstructed view of each examinee in the testing area.
- 1.7 Proctors may answer questions regarding the functionality of the Exam software, but may not answer questions related to Exam content or provide instruction of any kind.
- 1.8 If a Proctor observes an Examinee cheating, the Proctor must immediately terminate the Exam. The Proctor must inform the Examinee that his/her exam results will be nullified and that he/she will receive no refund or certificate.

2. Retest Policy

CATC System Administrators are required to enforce the State of Florida's retake policies for K12 and Charter Schools. This policy can be found at the FLDOE website (www.fldoe.org) or by contacting the DOE CAPE Industry Certification Manager, Kathryn Wheeler kathryn.wheeler@fldoe.org for information regarding retake policy in Florida for industry certifications.

3. Ensuring Exam Validity

Certiport conducts periodic data forensics to identify patterns of aberrance in Exam results that help detect cheating or content piracy. For example, forensic indicators such as types of responses, latency, pass rates and retakes may reveal patterns of cheating, collusion or piracy. However, prevention and early detection are critical elements that require the close cooperation of CATCs. Therefore, in addition to relying on CATCs to provide industry standard monitoring during testing, Certiport requires that CATCs ensure that Certiport System Administrators ("Administrators") and Certiport Exam Proctors ("Proctors") are sufficiently trained to provide good quality oversight of testing. Training must include familiarizing staff with prevalent methods used to cheat, learning what measures to implement to prevent cheating and how to identify cheating when it does occur.

Administrators and Proctors who observe violations of rules must immediately document and report all relevant facts supporting the conclusion that a violation occurred to the appropriate Certiport Reseller or to Certiport's customer services representatives. Reports should include date, time and location of the incident, name of Examinee, and the name and version of the Exam taken.

4. Accommodation of Disabilities

As a worldwide provider of Certification Exams, Certiport is committed to ensuring that those persons with the desire to certify their proficiency in the use of computers should have the opportunity to do so. As a result, Certiport Products and Services are being designed to comply with the internationally supported Web Content Accessibility Guidelines (WCAG), version 2.0, Level AA. Accessibility statutes in various countries are aligning their requirements with WCAG, as evidenced by the recent revision of Section 508 of the Rehabilitation Act in the United States. CATCs are required to comply with local laws requiring the reasonable provision of access to Examinees with disabilities.

In keeping with this commitment, Certiport will expand and refine its Products and Services to enable greater numbers of Examinees with documented disabilities to register for, schedule and take Exams.

Certiport and CATCs require advance notification of requests for accommodation(s) as well as a reasonable amount of time to review and implement such requests. CATCs are obligated to provide accommodations that Certiport has approved.

Requests for Accommodations of Disabilities

Further information can be found at www.certiport.com by selecting "Exam Policies" under the "Test Candidates" menu item and then selecting the link for "Accommodation of Disabilities". Examinees who wish to request accommodations may do so by following the directions under the "Process to Apply" section of the *Accommodation of Disabilities* page.

Test accommodations are individualized and Certiport will consider accommodations on a case-by-case basis. Examinees who have been notified that their request for an accommodation has been approved by Certiport must notify the CATC of the accommodation when scheduling the exam. Examinees should allow for additional time when requesting and scheduling accommodations.

EXHIBIT B

Territory and Sectors

1. **Company Participation:** Company and Certiport agree that Company shall participate in and only in the following:

All “Certiport Products and Services”

2. **Territory:** As described in the CATC™ Agreement, Company is appointed as a CATC™ authorized to provide Certiport Products and Services only in the Territory described below:

Florida

3. **Sectors:** Within the Territory described above, Company is appointed as a CATC™ authorized to provide Certiport Products and Services solely in the Sectors that are indicated below:

K-12

EXHIBIT C/PARENTAL CONSENT FORM



Certiport, A Pearson VUE Business
1276 South 820 East, Suite 200
American Fork, UT 84003 USA

Telephone: 1-888-999-9830
International: (801) 847-3100
www.certiport.com

Parent/Legal Guardian Consent Form

I am the parent/legal guardian of _____ (please print) (the "Certiport Candidate") and I understand that my permission and authorization is required for the collection, use, and disclosure of the Certiport Candidate's personal information by Certiport, a business of NCS Pearson, Inc. ("Certiport"). I further understand that the Certiport Candidate will not be permitted to register for or take a Certiport exam unless I provide my permission by signing this form.

I understand and acknowledge that all individuals, including the Certiport Candidate, planning to take a Certiport exam are required to:

- A) Provide to Certiport, personal information, such as his or her, first and last name, street address, e-mail address, and demographic information ("Candidate Information"); and
- B) Agree to all of the terms and conditions contained on the Certiport website at www.certiport.com and in Certiport's test registration and delivery system and that these terms and conditions are legally binding.

In my capacity as the parent/legal guardian of the Certiport Candidate, I hereby understand, agree, authorize, and provide my consent, as the case may be:

- 1) To allow the Certiport Candidate to take or retake any Certiport exam(s); and
- 2) That I have had an opportunity to review the Certiport terms and conditions and privacy policy available at www.certiport.com, including, but not limited to, those provisions relating to testing; privacy policies; and the collection, processing, use and transmission to the United States of the Certiport Candidate's personally identifiable information and that I and the Certiport Candidate understand and agree to abide by these terms and conditions and policies; and
- 3) To Certiport for the retention and disclosure any of the Candidate's personal information to the Certiport exam sponsor(s), its authorized third parties and service providers, and others as may be necessary to prevent unlawful activities or as required by law; and
- 4) To Certiport and the Certiport exam sponsor(s) to be the sole owners of all results of all Certiport exams, all data collected regarding the Certiport Candidate, and all compilations of the foregoing; and
- 5) That the Certiport Candidate and I will comply with any of the Certiport testing rules and procedures.

I, the undersigned, certify that I am the parent or legal guardian of the child/legal ward (named above) and that I have the right to make decisions for my child/legal ward that effect his/her well-being.

I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER AND THAT I HAVE READ, FULLY UNDERSTAND AND AGREE TO THE TERMS OF THIS AGREEMENT, AND I SIGN IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Name of Parent/ Legal Guardian

Signature of Parent/Legal Guardian

Date (MM/DD/YYYY)

Attachment _____

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Ray Murray - VP & GM, on behalf of Certiport, a business of NCS Pearson, Inc,
Print Name and Title Company Name

certify that Certiport, a business of NCS Pearson, Inc does not:
Company Name

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

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

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

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

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

Certiport, a business of NCS Pearson, Inc

COMPANY NAME


SIGNATURE

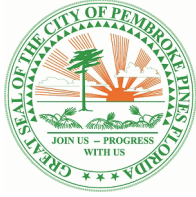
Ray Murray

PRINT NAME

VP & GM

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: 18-0787

Type: Purchase

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 07/18/2018

Short Title: Certiport - CAPE program

Final Action: 09/17/2018

Title: MOTION TO APPROVE THE PURCHASE AND AGREEMENT FROM THE SOLE SOURCE VENDOR, CERTIPORT, INC., FOR LEARNING CURRICULUM AND ASSESSMENT TESTING MATERIALS IN THE AMOUNT OF \$31,950, TO HELP SUPPORT CAREER AND TECHNICAL EDUCATION AT THE CITY OF PEMBROKE PINES CHARTER MIDDLE SCHOOLS FOR THE 2018-2019 SCHOOL YEAR.

***Agenda Date:** 09/17/2018

Agenda Number: 3.

Internal Notes:

Attachments: 1. Section 1003.491 – Florida Career and Professional Education Act, 2. Certiport Quotes 2018-19, 3. NTSS ED-NTSS-18-01, 4. Certiport Sole Source Letter, 5. Certiport Agreement

1 City Commission 09/17/2018 approve Pass
Action Text: A motion was made to approve on the Consent Agenda
Aye: - 5 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz,
Commissioner Siple, and Vice Mayor Good Jr.
Nay: - 0

MOTION TO APPROVE THE PURCHASE AND AGREEMENT FROM THE SOLE SOURCE VENDOR, CERTIPOINT, INC., FOR LEARNING CURRICULUM AND ASSESSMENT TESTING MATERIALS IN THE AMOUNT OF \$31,950, TO HELP SUPPORT CAREER AND TECHNICAL EDUCATION AT THE CITY OF PEMBROKE PINES CHARTER MIDDLE SCHOOLS FOR THE 2018-2019 SCHOOL YEAR.

SUMMARY EXPLANATION AND BACKGROUND:

1. The City of Pembroke Pines Charter School would like to broaden students' opportunities to gain certifications that will support their continued success in areas relating to career and technical education.

2. The Florida Career and Professional Education Act was created to provide a statewide planning partnership between business and education communities, to expand and retain high-value industry, and sustain a vibrant state economy (See Exhibit #1- Section 1003.491-Florida Career and Professional Education Act). Through the successful development of a Career and Technical Program within the City of Pembroke Pines Charter School System, middle school students will take courses that meet the requirements of the Florida Career and Professional Education Act (CAPE) for the 2018-19 school year.

3. Students will enroll in courses that provide curriculum specific to the Adobe® Certified Association (ACA) certification and Microsoft® Office Specialist (MOS) certification. These certification exams would be purchased through Certiport, Inc. allowing the City of Pembroke Pines to be a designated testing center, also referenced as a CAPE Academy. The primary benefits of establishing CAPE Academies at the City of Pembroke Pines Charter Schools are:

- ☐ All CAPE Academies are aligned to an Industry Certification on the State Funding List. Students enrolled in CAPE Academies are more likely to attain the appropriate Industry Certification, which will positively impact the school grade.
- ☐ Students who earn an Industry Certification aligned to the CAPE Academy in which they are enrolled will generate state bonus FTE funding as well as acceleration points for school grade calculation, in accordance with the Act. The funding amount is based on the annually approved state-shared appropriations.

4. The cost to purchase through Certiport, Inc. the MOS assessment bundle and curriculum is \$8,000 per each site (West, Central and Academic Village Middle Schools) and the cost to purchase the ACA assessment bundle and curriculum is \$7,950 for the Academic Village Middle School (See Exhibit #2-Certiport Quote 2018-19).

5. On March 9, 2018, the Procurement Division issued a "Notice of Intent to Award a Sole Source" through the BidSync website as ED-NTSS-18-01 "Exam Delivery System" in order to give vendors the opportunity to come forward if they did not agree that this proposed purchase is a sole source. (See Exhibit #3-NTSS ED-NTSS-18-01)

6. On March 22, 2018, ED-NTSS-18-01 "Exam Delivery System" was opened and no responses were received.

7. As per Section 38.18(C)(3) of our Procurement Code: City standard, single-source and sole-source commodities or services are exempt from the Competitive Bidding process. Attached is a sole-source letter from Certiport, Inc. as the sole provider and exam developer for the Microsoft® Office Specialist (MOS) and the Adobe® Certified Association (ACA) industry certification programs (See Exhibit #4-Certiport Sole Source Letter).

8. The term of the agreement with Certiport, Inc. will be for a one year period, and may be renewed for two additional one year periods.

9. Request City Commission to approve the purchase and agreement from the sole source vendor, Certiport, Inc., for learning curriculum and assessment testing materials in the amount of \$31,950, to help support career and technical education at the City of Pembroke Pines charter middle schools for the 2018-2019 school year.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: \$31,950

b) Amount budgeted for this item in Account No: \$31,950 is budgeted within the Charter School's 2018-2019 Adopted Budget. All funds are coded to school object code 52652 - Software <1000 &/or licenses. The breakdown budgeted at each applicable school site is listed below:

| School Site | Account Coding | Account Description | Amount |
|------------------|---------------------------------|-----------------------------|------------------|
| West Middle | 171-569-5052-553-52652-7300-369 | Software<1000 &/or Licenses | \$ 8,000 |
| Central Middle | 171-569-5052-554-52652-7300-369 | Software<1000 &/or Licenses | \$ 8,000 |
| Academic Village | 172-569-5053-52652-7300-369 | Software<1000 &/or Licenses | \$ 15,950 |
| | | Total | \$ 31,950 |

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.



January 29, 2018

To Whom It May Concern:

Certiport is the sole exam developer and sole provider of the exam delivery system for the following industry certification programs:

- Microsoft® Office Specialist (MOS) Program
- Microsoft® Technology Associate (MTA) Program
- Adobe® Certified Association (ACA) Program
- Autodesk® Certified User (ACU) Program
- Autodesk® Certified Professional
- Intuit® QuickBooks Certified User (QBCU) Program
- Toon Boom® Certified Associate Program
- Certiport® Entrepreneurship and Small Business (ESB) program
- Certiport® Internet and Computing Core Fundamentals (IC3) Programs
- Certiport® IC3 Spark

Certiport is also the exclusive distributor for GMetrix Practice Tests and MeasureUp® Practice Tests for all the above programs in North America.

Certiport complies with the highest industry standards in assessing and certifying basic computing, information technology, and office application skills. Certiport offers certification assessment and testing services in more than 150 countries and 25 languages worldwide. Certiport delivers its certification tests through a network of over 12,000 Certiport Authorized Testing Centers worldwide.

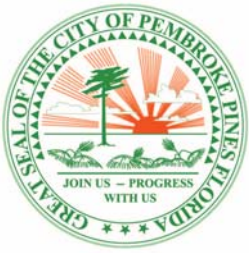
Certiport is dedicated to providing every Certiport Authorized Testing Center and every testing customer with excellent service and support during their entire certification testing experience. Certiport is pleased to provide any additional information on its programs as needed. Please direct questions or comments to customerservices@certiport.com.

Thank you for your interest in our programs.

Sincerely,

A handwritten signature in black ink, appearing to read "Aaron Osmond". The signature is fluid and cursive, with a large, stylized initial "A" and "O".

Aaron Osmond
Vice President and General Manager
Certiport, a Pearson VUE Business



PEMBROKE PINES
CITY COMMISSION

Frank C. Ortis
MAYOR
954-450-1020
fortis@ppines.com

Angelo Castillo
VICE MAYOR -
DISTRICT 4
954-450-1030
acastillo@ppines.com

Ismael Monroig
DISTRICT 1
954-450-1030
imonroig@ppines.com

Jay Schwartz
DISTRICT 2
954-450-1030
jschwartz@ppines.com

Iris A. Siple
DISTRICT 3
954-450-1030
isiple@ppines.com

Charles F. Dodge
CITY MANAGER
954-450-1040
cdodge@ppines.com

March 8, 2018

City of Pembroke Pines

NTSS # ED-NTSS-18-01
"Exam Delivery System"

Notice of Intent to Award a Sole Source Procurement

THIS IS NOT A COMPETITIVE BID

The proposed contract action is for product or services for which the City of Pembroke Pines intends to negotiate and award with only one source under the authority of the City of Pembroke Pines Code Section 35.18 (C) (3) City standard, single-source and sole-source commodities or services. Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement in the future. Responses will not be considered as proposals, bids, or quotes.

The Procurement Division has received a request to make the following sole-source procurement:

Requesting Department/Office: Pembroke Pines Charter Schools.

Product and/or services to be purchased: Exam Delivery System for Testing and Certification.

Sole Source Justification: Certiport is the sole exam developer and sole provider of the exam delivery system

Action To Be Taken: No action is required if you agree this proposed purchase is a valid sole-source. If you do not agree that this proposed purchase is a sole-source, you may respond by submitting in writing through BidSync the vendor's name, address, point-of-contact, telephone number, email, and a statement regarding the capability to provide the specified procurement. Interested vendors will be considered only if they respond with clear and convincing documentation that they are capable of meeting or exceeding the requirements stated herein. All responses received within **ten (10) days** after the date of publication of this synopsis will be reviewed by the City.

All responses must be in writing and submitted to the BidSync website.

CERTIPORT, INC.
1276 South 820 East
Suite 200
American Fork, Utah 84003

\$8,000 per each middle school
AV Middle, West Middle, and Central Middle
Projected cost: \$8,000x3= \$24,000

QUOTE SHEET

NO: 02052018 MOS program
DATE: 02-05-2018

TO:
Giselle Rodruquez
City of Pembroke Pines Charter

Contact Phone 954-322-3330
Main Phone:
Email: grodriguez@pinescharter.net

| REPRESENTATIVE | P.O. NUMBER | SHIP DATE | CERTIPORT ID | TERMS |
|----------------|-------------|-----------|--------------|-------|
| Mindy Howa | | | New Center | |

| QUANTITY | DESCRIPTION | UNIT | AMOUNT |
|-----------|--|------------|-------------------|
| 1 | <p>***Per school site pricing***</p> <p>MOS Exam and Practice License Bundle. Versions available 2010, 2013, 2016</p> <ul style="list-style-type: none"> Exams: up to 500 exams per school site. Word, PowerPoint, Excel, SharePoint, Access, and Outlook. SKU# 1101634 Unlimited Gmetrix Practice Tests per school site. SKU# 1102735 | \$5,750.00 | \$5,750.00 |
| 1 | <p><u>LearnKey Curriculum for MOS- School Site License</u></p> <ul style="list-style-type: none"> LearnKey Online Learning for Microsoft applications. Provides self-paced video education and training solutions for Microsoft programs Video tutorials with lesson files, includes workbooks, and pre/post assessments, and reporting. Aligns to the MOS Certification <p>**All Certification exams and licenses expire one year from purchase date and no extensions, no refunds, or exchanges. **</p> | \$2,250.00 | \$2,250.00 |
| SUBTOTAL | | | \$8,000.00 |
| TOTAL DUE | | | \$8,000.00 |

TERMS AND CONDITIONS OF SALE

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions.

2. Implementation of Services. Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.

3. Payment, Prices and Setoff. Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.

4. Title. Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.

5. Termination or Cancellation of this Agreement. This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.

6. Parental Consent Form. Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Company and made available to Certiport upon request.

7. Legal Compliance. Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

8. Intellectual Property. Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.

9. Limited Warranty. Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**

10. Limitation of Liability. In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

11. Buyer Specifications Indemnity. Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract,

against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.

12. Confidentiality. Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.

13. Infringement by Seller. Excluding any claims that fall under Section 10 or 13 below, Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

14. Infringement by Buyer. Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

15. Force Majeure. The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

16. General. It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.

CONFIDENTIAL AND PROPRIETARY

CERTIPORT, INC.
1276 South 820 East
Suite 200
American Fork, Utah 84003
Federal Tax ID Number: 41-0850527

Academic Village only

QUOTE SHEET

NO: 02052018ACA Program
DATE: February 5, 2018

TO: City of Pembroke Pines Charter
Att: Giselle Rodriguez

Contact Phone: 954-322-3330
Main Phone:
Email:
grodriguez@pinescharter.net

| REPRESENTATIVE | P.O. NUMBER | SHIP DATE | CERTIPORT ID | TERMS |
|----------------|-------------|-----------|--------------|-------------|
| Mindy Howa | | | New Center | Net 30 Days |

| QUANTITY | DESCRIPTION | UNIT | AMOUNT |
|---------------------|---|------------|------------|
| 1 | <p><u>**per school site pricing**</u></p> <p><u>ACA Campus License with Gmetrix Practice Tests-</u> Can test in more than one classroom per school site – Up to *1000 exams and unlimited Gmetrix Practice – unlimited user/seat per school site.</p> <ul style="list-style-type: none"> Full Suite Bundle: CS5, CS6, CC Photoshop, Dreamweaver, Flash, Premiere Pro. Also CC Illustrator, and InDesign | \$5,700.00 | \$5,700.00 |
| 1 | <p><u>LearnKey- Online Learning Gmetrix Platform- per school pricing- online learning courseware</u></p> <ul style="list-style-type: none"> Video tutorials with lesson files, includes workbooks and pre/post assessments, reporting Same platform as GMetrix; uses the same admin panel and familiar navigation. This means one single sign on with Gmetrix practice exams and LearnKey curriculum! Aligns 100% to ACA Certification <p><u>**All Certification exams and licenses expire one year from purchase date and no extensions, no refunds, or exchanges. **</u></p> | \$2,250.00 | \$2,250.00 |
| SUBTOTAL | | | \$7,950.00 |
| SALES TAX | | | N/A |
| SHIPPING & HANDLING | | | N/A |
| TOTAL DUE | | | \$7,950.00 |

Please email purchase order to Mindy Howa at mindy.howa@pearson.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/27/2018

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

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

| | | | |
|---|--|--|--|
| PRODUCER Marsh USA, Inc 1166 Avenue of the Americas New York, NY 10036 | | CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: | |
| CN101443684--GAWUS-18-18 | | CERTI | |
| INSURED Certport a business of NCS Pearson, Inc 1276 South 820 East, Suite 200 American Fork, UT 84003 | | INSURER(S) AFFORDING COVERAGE INSURER A: N/A INSURER B: Safety National Casualty Corp INSURER C: N/A INSURER D: Chubb Insurance Company of New Jersey INSURER E: INSURER F: | |
| | | NAIC # N/A 15105 N/A 41386 | |

COVERAGES**CERTIFICATE NUMBER:**

NYC-010360175-02

REVISION NUMBER: 3

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|----------|------------------------------------|--------------------------|--------------------------|---|
| D | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | | | 7498-81-30 | 05/31/2018 | 11/01/2018 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | CAS4044086 | 05/31/2018 | 11/01/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PHYSICAL DAMAGE \$ SELF INSURED |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N | N/A | LDS4044084 (AOS) PS4044085 (WI) | 05/31/2018 05/31/2018 | 11/01/2018 11/01/2018 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Pembroke Pines is included as an Additional Insured as respects General Liability as required by written contract or lease agreement.

CERTIFICATE HOLDER

| | |
|---|--|
| City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Kevin Tietjen |
|---|--|

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
09/27/2018

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

| | | | | | |
|---|--|-------------------------------------|--|---|--|
| AGENCY Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 | | PHONE (A/C, No, Ext): | | COMPANY Zurich American Insurance Company | |
| CN101443684-ALL-PROP-18-19 | | CERTI | | | |
| FAX (A/C, No): | | E-MAIL ADDRESS: | | | |
| CODE: | | SUB CODE: | | | |
| AGENCY CUSTOMER ID #: | | | | | |
| INSURED Certiport a business of NCS Pearson, Inc. 1276 South 820 East, Suite 200 American Fork, UT 84003 | | LOAN NUMBER | | POLICY NUMBER MCP0240619-00 | |
| | | EFFECTIVE DATE 05/31/2018 | | EXPIRATION DATE 05/31/2019 | |
| | | | | <input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED | |
| THIS REPLACES PRIOR EVIDENCE DATED: | | | | | |

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

PERILS INSURED

BASIC

BROAD

☒

SPECIAL

| COVERAGE / PERILS / FORMS | AMOUNT OF INSURANCE | DEDUCTIBLE |
|---|---------------------|------------|
| Direct physical loss or damage to real property on a replacement cost basis, subject to policy terms, conditions and exclusions. Coverage Includes, but is not limited to fire, extended perils such as vandalism, malicious mischief, flood, earthquake and boiler & machinery. Other deductibles may apply as per policy terms and conditions. | 404,760,000 | 2,023,800 |

REMARKS (Including Special Conditions)

The City of Pembroke Pines is included as loss payee where required by written contract.

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.

ADDITIONAL INTEREST

NYC-010360181-01

| | | | | | | |
|--|--------------------------|---------------------------|--------------------------|------------------------------|-------------------------------------|-------------------|
| NAME AND ADDRESS City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025 | <input type="checkbox"/> | ADDITIONAL INSURED | <input type="checkbox"/> | LENDER'S LOSS PAYABLE | <input checked="" type="checkbox"/> | LOSS PAYEE |
| | <input type="checkbox"/> | MORTGAGEE | | | | |
| | LOAN # | | | | | |
| AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i> | | | | | | |

ACORD 27 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

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| | | |
|---------------------------|-----------|--|
| AGENCY Marsh USA, Inc. | | NAMED INSURED Certiport a business of NCS Pearson, Inc. 1276 South 820 East, Suite 230 American Fork, UT 84003 |
| POLICY NUMBER | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 27 FORM TITLE: Evidence of Property Insurance

SUB LIMITS:

Newly Acquired Locations - \$101,190,000

Unnamed Locations - \$47,222,000

Rental Value - \$63,084,465

DEDUCTIBLES:

Policy Deductible - \$2,023,800

Earthquake - \$2,023,800

Earthquake - Alaska, California and Hawaii

5% subject to min of \$2,023,800 and max \$6,746,000

Windstorm - 2% subject to min of \$2,023,800 and max \$6,746,000

Flood - \$2,023,800