



City of Pembroke Pines

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

THIS AMENDMENT ("Sixth Amendment"), dated _____, is entered into 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

POLYDYNE, INC., a Foreign Profit Corporation as listed with the Florida Division of Corporations, with a business address of **1 Chemical Plant Road, Riceboro, GA 31323**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **November 13, 2019**, the Parties entered into an Agreement ("Original Agreement") for the provision of CLARIFLOC A-3333P Polymer for an initial period, which expired on **September 30, 2020**; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for additional **one (1) year** terms, pursuant to written amendments to the Original Agreement; and,

WHEREAS, on **June 3, 2020**, the Parties executed the First Amendment to the Original Agreement to renew the term for an additional **one (1) year** period, which expired on **September 30, 2021**; and,

WHEREAS, on **August 4, 2021**, the Parties executed the Second Amendment to the Original Agreement, as amended, to increase the total annual compensation from twenty-seven thousand, nine hundred forty-six dollars and 00/100 cents (\$27,946.00) to twenty-nine thousand, nine hundred thirty dollars and 00/100 cents (\$29,930.00), and to renew the term for an additional **one (1) year** period, which expired on **September 30, 2022**; and,

WHEREAS, on **August 8, 2022**, the Parties executed the Third Amendment to the Original Agreement, as amended, to increase the total annual compensation amount to thirty-three thousand dollars and 00/100 cents (\$33,000.00), and to renew the term for an additional **one (1) year** period, which expired on **September 30, 2023**; and,

WHEREAS, on **August 8, 2023**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which



City of Pembroke Pines

expired on **September 30, 2024**; and,

WHEREAS, on **August 13, 2024**, the Parties executed the Fifth Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expires on **September 30, 2025**; and,

WHEREAS, the Parties desire to increase the unit price from \$1.65/lb to \$1.73/lb and the total compensation amount from thirty-three thousand dollars and 00/100 cents (\$33,000.00), to thirty-four thousand, six hundred dollars and 00/100 cents (\$34,600.00);

WHEREAS, the Parties further desire to renew the term of the Original Agreement, as amended, for a **one (1) year** period, which shall commence on **October 1, 2025**, and naturally expire on **September 30, 2026**, and to supplement the terms contained therein as set forth in this Sixth Amendment.

W I T N E S S E T H

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

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

SECTION 2. The Original Agreement, as amended, is hereby renewed for a **one (1) year** period, commencing on **October 1, 2025**, and naturally expiring on **September 30, 2026**.

SECTION 3. Section 5.1 of the Original Agreement, as amended, is hereby revised and amended as set forth below:

5.1 CITY's sole compensation to CONTRACTOR for the provision of the Commodities hereunder shall be in accordance with the unit pricing listed in the Exhibit "A", attached hereto and by this reference made a part hereof. CONTRACTOR shall invoice the CITY on a monthly basis for the Commodities provided. The invoice shall include, but not be limited to: a description of the Commodities, the quantity of the Commodities provided, and any other information reasonably required by CITY. The total annual compensation shall not exceed **THIRTY-FOUR THOUSAND, SIX HUNDRED DOLLARS AND 00/100 CENTS (\$34,600.00)** which consists of the following:

- Estimated annual cost of **THIRTY-FOUR THOUSAND, SIX HUNDRED DOLLARS AND 00/100 CENTS (\$34,600.00)**, based on an estimated annual usage of twenty thousand (20,000) pounds at a rate of **ONE DOLLAR AND 73/100 CENTS (\$1.73)** per pound.



SECTION 4. Scrutinized Companies.

4.1 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 Iran Terrorism Sectors 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 of:

4.1.1 Any amount if, 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

4.1.2 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:

4.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

4.1.2.2 Is engaged in business operations in Syria.

SECTION 5. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

5.1 Definitions for this Section.

5.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

5.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

5.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

5.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

5.2 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-



City of Pembroke Pines

Verify System to verify the employment eligibility of:

5.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

5.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

5.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 6. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Sixth Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 7. Human Trafficking. Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Sixth Amendment and submitting the executed required affidavit, the CONTRACTOR represents and warrants that it does not use coercion for labor or services as provided by state law.

SECTION 8. Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list



City of Pembroke Pines

(electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Sixth Amendment, CONTRACTOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Sixth Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

SECTION 9. Compliance with Foreign Entity Laws. CONTRACTOR (“Entity”) hereby attests under penalty of perjury the following:

- 9.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);
- 9.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
- 9.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- 9.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);
- 9.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,
- 9.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

SECTION 10. In the event of any conflict or ambiguity by and between the terms and provisions of this Sixth Amendment, and the Original Agreement, as amended, the terms and provisions of this Sixth Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 11. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 12. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Sixth Amendment. The exhibits, if not physically attached, should be treated as part of this Sixth Amendment and are incorporated herein by reference.

SECTION 13. Each person signing this Sixth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Sixth Amendment on behalf



City of Pembroke Pines

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 Sixth Amendment.

SECTION 14. This Sixth Amendment 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 Sixth Amendment 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.

**SIGNATURE PAGE AND
AFFIDAVIT OF COMPLIANCE WITH
HUMAN TRAFFICKING LAWS FOLLOW**



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

Print Name: _____
OFFICE OF THE CITY ATTORNEY

BY: _____

MAYOR ANGELO CASTILLO

ATTEST:

DEBRA E. ROGERS, CITY CLERK

BY: _____

CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

POLYDYNE, INC.

Signed By: _____
Signed by: Boyd Stanley _____
B7481AD4161847B...

Date: _____
June 4, 2025

Printed Name: Boyd Stanley

Title: Sr. Vice - President



City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: June 4, 2025

ENTITY: POLYDYNE, INC.

SIGNED BY: Signed by:
Boyd Stanley
B7481AD4161847B...

NAME: Boyd Stanley

TITLE: Sr. Vice - President

Exhibit "A"



polydyneinc.com

May 20, 2025

Cathy Hernandez
Utility Business Manager
City of Pembroke Pines
8300 South Palm Drive,
Pembroke Pines, FL 33025

SUBJECT: Contract Renewal – Purchase Agreement CLARIFLOC A-3333P

Dear Ms. Hernandez,

Polydyne Inc. would like to thank you for the opportunity to renew the above-referenced Contract. While we are pleased to extend, we respectfully request a reasonable price adjustment for the renewal period. On April 2, 2025, the United States implemented tariffs against most nations, impacting the cost of both domestic and imported raw materials. The tariffs on many feedstocks from China have increased to nearly 150%, and other regions where free trade agreements were in place are now faced with 10% tariffs that could go much higher on July 9. Our US-based suppliers have seized this opportunity to increase adders that have been eroded by inflation and attempts to compete with import sources. Please see attached letters as examples of the types of increases we have received from our suppliers. We have been proactive in mitigating the cost impact of these tariffs. We've strategically shifted our purchases to countries with the lowest possible tariffs and, where most economical, we've moved purchases to US suppliers. Despite these efforts, we must adjust pricing due to increased costs from mandated tariffs.

Additionally, we have experienced significant manufacturing cost increases due to high demand and tight supply of both raw materials and transportation services. Attached for your review is the most recent BLS Producer Price Index (Series ID: PCU325998325998A), which reflects an increase of 9.27%.

Effective for the renewal term, October 1, 2025 through September 30, 2026, we propose to supply CLARIFLOC A-3333P at an adjusted unit price of \$1.73/Lb.

Please be assured we are closely monitoring all aspects of our business and are working to remain the low-cost polymer supplier in the municipal water treatment market. If this proposal is acceptable, please send a notification by email to bids@polydyneinc.com. If you have any questions regarding this correspondence, please feel free to contact Chris Cherp, Sr. Technical Sales Representative, at (941) 961-3998.

We appreciate our partnership with you and thank you for your understanding as we attempt to navigate the rapidly changing economic environment.

Best regards,

A handwritten signature in blue ink that reads "Boyd Stanley".

Boyd Stanley
Senior Vice-President

Attachments

Exhibit "A"

Docusign Envelope ID: 54F7C572-BBF0-47F3-AF00-CAB70948880B



CONFIDENTIAL

ITOCHU Chemicals America Inc. A Subsidiary of ITOCHU International Inc.
1251 Avenue of Americas, 51st Floor, New York, NY 10020

TEL: (914) 333-7800
FAX: (914) 333-7848

April 25, 2025

Dear Customers,

I hope this message finds you well. I am writing to inform you of a recent development that may impact our business transactions.

In April 2025, the Trump administration announced new tariff policies affecting various countries. These changes have significant implications for international trade and, consequently, for our business operations. While the details of this announcement are still unclear in many ways, we felt it important to promptly contact you and share how we plan to address these tariffs. To that end, we wanted to communicate the following.

Due to the implementation of these tariffs, it has become necessary for us to adjust our pricing structure. ITOCHU Chemicals America Inc. does not charge a margin that allows us to fully absorb these tariffs. As a result, this adjustment means that the additional costs incurred from the new tariffs will need to be passed on the pricing for Acrylonitrile. We will contact you separately to discuss the timing of when these cost changes will be implemented.

We sincerely appreciate your understanding and continued support during this challenging time. Thank you for your attention and cooperation.

Should you have any questions, please do not hesitate to contact us.

Very truly yours,

ITOCHU Chemicals America Inc.

Signed by:
By: 
Name: Yoichiro Urata
Title: President & CEO

Exhibit "A"

CONFIDENTIAL



April 30, 2025

Subject: Important Notice: Acrylic Monomer Price Increase

Dear Valued Customer,

We hope this message finds you well. We are writing to inform you of an upcoming price adjustment for our acrylic monomer products, effective Q2 2025.

Due to the rising cost increases related to business operations and raw material costs, we anticipate implementing a price increase of 10% on the following products as permitted by contract:

- Ethyl Acrylate
- 2-Ethyl Hexyl Acrylate
- Butyl Acrylate
- Glacial Acrylic Acid
- Methyl Acrylate

Furthermore, we anticipate an additional price increase of 10% in Q3 2025 for these same products as permitted by contract.

We understand that price adjustments can be challenging, and we are committed to providing you with the highest quality products and services. We appreciate your understanding and continued partnership during these times.

If you have any questions or need further information, please do not hesitate to contact our sales or customer service team.

Thank you for your continued support.

Sincerely,

A handwritten signature in blue ink, appearing to read "Craig M. Stearns".

Craig M. Stearns
Sales Director - Acrylic Monomers Americas

Exhibit "A"



Databases, Tables & Calculators by Subject

[Special Notices](#) 4/25/2024

Change Output Options:

From: 2020

To: 2025

GO

include graphs

include annual averages

[More Formatting Options](#)

Data extracted on: May 20, 2025 (12:50:41 PM)

PPI Industry Data

Series Id: PCU325998325998A
Series Title: PPI industry data for Other miscellaneous chemical product manufacturing-Water treating compounds, not seasonally adjusted
Industry: Other miscellaneous chemical product manufacturing
Product: Water treating compounds
Base Date: 198506

Download: [.xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020	171.7	169.9	166.7	165.6	166.6	163.2	160.6	159.4	159.8	160.2	162.4	169.1
2021	168.7	171.9	197.5	198.7	198.8	195.9	196.001	197.110	205.987	210.903	208.976	213.202
2022	224.450	223.599	219.634	229.863	230.469	235.810	230.248	230.613	219.686	219.288	220.399	212.828
2023	213.937	221.830	221.631	227.022	227.928	213.983	215.289	221.603	212.291	212.194	207.485	214.503
2024	214.637	214.456	218.489	218.959	221.112	224.409	224.024	224.134	227.424	228.696	227.753	229.094
2025	233.877(P)	234.426(P)	234.449(P)	239.257(P)								
P : Preliminary. All indexes are subject to monthly revisions up to four months after original publication.												



City of Pembroke Pines

**FIFTH AMENDMENT TO CONTINUING PURCHASE AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
POLYDYNE, INC.**

THIS AMENDMENT ("Fifth Amendment"), dated August 13, 2024, is entered into 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

POLYDYNE, INC., A For Profit Corporation as listed with the Delaware Division of Corporations, authorized to do business in the State of Florida, and with a business address of **1 Chemical Plant Road, Riceboro, GA 31323**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **November 13, 2019**, the Parties entered into an Agreement ("Original Agreement") for the provision of CLARIFLOC A-3333P Polymer for an initial period, which expired on **September 30, 2020**; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for additional **one (1) year** terms pursuant to written amendments to the Original Agreement; and,

WHEREAS, on **June 3, 2020**, the Parties executed the First Amendment to the Original Agreement to renew the term for an additional **one (1) year** period, which expired on **September 30, 2021**; and,

WHEREAS, on **August 4, 2021**, the Parties executed the Second Amendment to the Original Agreement, as amended, to increase the total annual compensation from twenty-seven thousand, nine hundred forty-six dollars and 00/100 cents (\$27,946.00) to twenty-nine thousand, nine hundred thirty dollars and 00/100 cents (\$29,930.00), and to renew the term for an additional **one (1) year** period, which expired on **September 30, 2022**; and,

WHEREAS, on **August 8, 2022**, the Parties executed the Third Amendment to the Original Agreement, as amended, to increase the total annual compensation amount thirty-three thousand dollars and 00/100 cents (\$33,000.00), and to renew the term for an additional **one (1) year** period, which expired on **September 30, 2023**; and,

WHEREAS, on **August 8, 2023**, the Parties executed the Fourth Amendment to the



City of Pembroke Pines

Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expires on **September 30, 2024**; and,

WHEREAS, the Parties desire to renew the term of the Original Agreement, as amended, for an additional **one (1) year** period, which shall commence on **October 1, 2024**, and shall naturally expire on **September 30, 2025** as set forth in this Fifth Amendment.

W I T N E S S E T H

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

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

SECTION 2. The Original Agreement, as amended, is hereby renewed for an additional **one (1) year** period, which shall commence on **October 1, 2024**, and shall naturally expire on **September 30, 2025**.

SECTION 3. 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 Iran Terrorism Sectors 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 of:

3.1 Any amount if, 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

3.2 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:

3.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

3.2.2 Is engaged in business operations in Syria.

SECTION 4. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

4.1 **Definitions for this Section.**



City of Pembroke Pines

4.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

4.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

4.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

4.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

4.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

4.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

4.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

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



City of Pembroke Pines

provisions of this Fifth 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, shall remain in full force and effect, except as specifically modified herein.

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

SECTION 8. Each person signing this Fifth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Fifth Amendment 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 Fifth Amendment.

SECTION 9. This Fifth Amendment 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 Fifth Amendment 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.

SIGNATURE PAGE FOLLOWS



City of Pembroke
Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:



Print Name: SAMUEL S. GORMAN 7/18/24
OFFICE OF THE CITY ATTORNEY

BY: 
E2D2D4AA8795454... August 12, 2024
MAYOR ANGELO CASTILLO

ATTEST:

DocuSigned by:

F8EA9A23A58B417... August 13, 2024

DEBRA ROGERS, CITY CLERK

BY: 
47B966ECFDAD4AC... August 12, 2024
CHARLES F. DODGE, CITY MANAGER

Signed by:



CONTRACTOR:

POLYDYNE, INC.

Signed By: 

Printed Name: Boyd Stanley

Title: Sr. Vice-President



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
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Agenda Request Form

Agenda Number: 19.

File ID: 24-0735

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 07/23/2024

Short Title: Contracts Database Report - August 7th, 2024

Final Action: 08/07/2024

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

(A) CobbleStone Systems Corp. - Contracts Management Software -
Renewal

(B) Community Redevelopment Associates of Florida, Inc. - PL-20-01 Grant
Administration for Community Redevelopment Projects - Renewal

(C) Environmental Systems Research Institute, Inc. - ArcGIS Software and
Licensing - Renewal

(D) Imagine Learning LLC - Student Online Services - Renewal

(E) Keylite Power and Lighting Corp. - Services and Maintenance for the
City's Fire Station Alerting System - Renewal

(F) Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. - Trustee
Partnership Agreement - Renewal

(G) Pines Care Medical Center, LLC. - Lease Agreement (Silver Emporium) -
Renewal

(H) Polydyne, Inc. - Purchase of CLARIFLOC A-3333P Polymer - Renewal

(I) RS Photography, LLC. D/B/A TSS Photography - Recreational Soccer
Photography Services - Renewal

**ITEMS (J) THROUGH (L) WILL EXPIRE WITH NO RENEWAL TERMS
AVAILABLE, THEREFORE, NO COMMISSION ACTION IS REQUIRED
AS THEY ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY
PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT**

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CODE:

(J) Hillers Electrical Engineering, Inc. - Power Electric Engineering Services for Utilities Department - Non-renewal

(K) Lexipol LLC - Law Enforcement Wellness App - Non- Renewal

(L) Nearpod, Inc. - License for Digital Instructional Platform - Non-Renewal

***Agenda Date:** 08/07/2024

Agenda Number: 19.

Internal Notes:

Attachments: 1. Contract Database Report - August 8, 2024 (revised 7-29-2024), 2. A. Cobblestone Systems - Contract Management Software (AB), 3. B. CRA of Florida, Inc. - Grant Administration Agreement (AB), 4. C. ESRI Agreement and Addendum (All Backup), 5. D. Imagine Learning - Student Online Courseware (All Backup), 6. E. Keylite Power and Lighting Corp. - Fire Station Alerting System (AB), 7. F. MPPRCC - Partnership Agreement - (AB), 8. G. Pines Care Medical Center LLC - Lease Agreement (Silver Emporium) (AB), 9. H. Polydyne - Purchase of CLARIFOLIC A3333P Polymer (AB), 10. I. RS Photography, LLC. dba TSS Photography - Photography Services at Recreational Soccer Program (AB), 11. J. Hillers Electrical Engineering - Power Electrical Engineering (CCNA) (AB), 12. K. Lexipol MSA (All Backup), 13. L. Nearpod Inc. - License for Nearpod and Flocabulary (All Backup)

Related Files:

1	City Commission	08/07/2024	approve	Pass
	Action Text: A motion was made to approve on the Consent Agenda			
			Aye: - 5	Mayor Castillo, Vice Mayor Good Jr., Commissioner Rodriguez, Commissioner Schwartz, and Commissioner Hernandez
			Nay: - 0	

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

(A) CobbleStone Systems Corp. - Contracts Management Software - Renewal

(B) Community Redevelopment Associates of Florida, Inc. - PL-20-01 Grant Administration for Community Redevelopment Projects - Renewal

(C) Environmental Systems Research Institute, Inc. - ArcGIS Software and Licensing - Renewal

(D) Imagine Learning LLC - Student Online Services - Renewal

(E) Keylite Power and Lighting Corp. - Services and Maintenance for the City's Fire Station

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Alerting System - Renewal

(F) Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. - Trustee Partnership Agreement - Renewal

(G) Pines Care Medical Center, LLC. - Lease Agreement (Silver Emporium) - Renewal

(H) Polydyne, Inc. - Purchase of CLARIFLOC A-3333P Polymer - Renewal

(I) RS Photography, LLC. D/B/A TSS Photography - Recreational Soccer Photography Services - Renewal

ITEMS (J) THROUGH (L) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THEY ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(J) Hillers Electrical Engineering, Inc. - Power Electric Engineering Services for Utilities Department - Non-renewal

(K) Lexipol LLC - Law Enforcement Wellness App - Non- Renewal

(L) Nearpod, Inc. - License for Digital Instructional Platform - Non-Renewal

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) CobbleStone Systems Corp. - Contracts Management Software - Renewal

1. On November 13, 2019, the City Commission approved the Hosted Software License Agreement between the City and Cobblestone Systems Corp. for the provision of the contract

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- management software allowing for document management, contract routing work-flow, task-tracking, online approval process, and auditing features, for an initial one (1) year period, which expired on November 25, 2020.
2. Section 2 of the Original Agreement allows for additional one (1) year renewal terms.
3. On September 6th, 2023, the City Commission approved the continuation of the Agreement up to November 25, 2024.
4. The Finance Department recommends that the City Commission approve the continuation of the Original Agreement for an additional one (1) year period, which shall commence on November 26, 2024, and naturally expire on November 25, 2025, as allowed by the Original Agreement.

FINANCIAL IMPACT DETAIL:

- a) Renewal Cost: \$29,037.00
- b) Amount budgeted for this item in Account No: 001-513-2001-552652-0000-000-0000 (Non-Capital Software and License)
- c) Source of funding for difference, if not fully budgeted: Not Applicable
- d) 1-year projection of the operational cost of the project:

	FY2025
Revenues	\$0.00
Expenditures	\$29,037.00
Net Cost	\$29,037.00

- e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

**(B) Community Redevelopment Associates of Florida, Inc. - PL-20-01 Grant
Administration for Community Redevelopment Projects - Renewal**

1. On December 1, 2020, the City entered into an Agreement with Community Redevelopment Associates of Florida, Inc. for the provision of grant management, administration and implementation for community redevelopment projects, for an initial three (3) year period, which expired on November 30, 2023.

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2. Section 3.1 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year terms upon mutual consent, evidenced by written Amendments extending the term thereof.

3. August 7, 2023, the Parties entered into the First Amendment to the Original Agreement to renew the term for an additional one (1) year period, which expires on November 30, 2024.

4. The Planning and Economic Development Department recommends that the City Commission approve this Second Amendment to renew the term for an additional and final one (1) year period, which shall commence on December 1, 2024, and naturally expire on November 30, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: None, administrative fees are funded by grants.

b) Amount budgeted for this item in Account No:

CDBG

121-554-0600-531501-0000-000-0000-02023 Current \$175,222.00

121-554-0600-531501-0000-000-0000-02024 Next Fiscal Year 10/1/24-9/30/25 \$167,739

SHIP

120-554-0600-531501-0000-000-0000-02024 Current \$129,830

120-554-0600-531501-0000-000-0000-02025 Next 7/1/25-6/30/26 Estimate: \$129,830

c) Source of funding for difference, if not fully budgeted: Grant Funded. Services provided are Federal and State grant funded. Services provided based on grant allocation which changes from year to year.

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

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(C) Environmental Systems Research Institute, Inc. - ArcGIS Software and Licensing - Renewal

- 1. On September 20, 2021, the City entered into an Agreement with Environmental Systems Research Institute, Inc. (“ESRI”) for an initial three (3) year period, which will expire on September 30, 2024.
- 2. ESRI provides ArcGIS software and licensing through ESRI’s Small Municipal and County Government Enterprise Agreement (“SGEA”).
- 3. Section 3.5 of the SGEA authorizes a three (3) year follow-on term after the initial term of the Agreement.
- 4. The Technology Services Department recommends that the City Commission approve the follow-on agreement for the three (3) year term commencing on September 13, 2024, and expiring on September 12, 2027, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) Renewal Cost: \$384,000 (\$128,000 Annually)
- b) Amount budgeted for this item in Account No: 001-513-2002-552652-0000-000-0000-| Non-capital Software & License
- c) Source of funding for difference, if not fully budgeted: Not Applicable
- d) 3-year projection of the operational cost of the project:

	Current FY	FY 2024-25	FY 2025-26
Revenues	\$0.00	\$0.00	\$0.00
Expenditures	\$128,000.00	\$128,000.00	\$128,000.00
Net Cost	\$128,000.00	\$128,000.00	\$128,000.00

- e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(D) Imagine Learning LLC - Student Online Services - Renewal

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1. On August 5, 2020, the City entered into the Original Agreement with Edgenuity, Inc. for a one (1) year period, which naturally expired on July 31, 2021.
2. Edgenuity, Inc. was an online content provider that specialized in providing K-12 digital educational resources and instructional services to the City's Charter Schools.
3. Section 8a of the Original Agreement authorized renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On August 4, 2021, the City Commission approved renewal of the Original Agreement, for a one (1) year period which naturally expired on July 31, 2022.
5. Edgenuity, Inc. was acquired by Imagine Learning, LLC.
6. On June 15, 2022, and on June 21, 2023, the City Commission approved renewal of the licenses under the Imagine Learning Agreement terms and conditions, each time for a one (1) year period, the latter of which expired on July 31, 2024.
7. The City's Charter Schools recommends that the City Commission approve this renewal for a one (1) year period to commence as of August 1, 2024, and naturally expire on July 31, 2025, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) Renewal Cost: \$26,400.00
- b) Amount budgeted for this item in Account No: Funds will be budgeted for this expense within the Pembroke Pines Charter Schools 2024-2025 Adopted Charter School Budget within the following budgetary accounts for Non-Capital Software & Licenses:

School Site	Account Coding	Amount
West Middle	171-569-5052-552652-5102-369-0000-00553	\$3,960.00
Central Middle	171-569-5052-552652-5102-369-0000-00554	\$3,960.00
Academic Village Middle	172-569-5053-552652-5102-369-0000	\$1,980.00
Academic Village High	172-569-5053-552652-5103-369-0000	\$16,500.00
Total		\$26,400.00

- c) Source of funding for difference, if not fully budgeted: Not applicable.
- d) 1-year projection of the operational cost of the project:

	School FY2025
Revenues	\$0.00
Expenditures	\$26,400.00
Net Cost	\$26,400.00

- e) Detail of additional staff requirements: Not applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not applicable.
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not applicable.

(E) Keylite Power and Lighting Corp. - Services and Maintenance for the City’s Fire Station Alerting System - Renewal

- 1. On November 27, 2023, the City entered into an Agreement with Keylite Power and Lighting Corp. for the provision of services and maintenance for the City’s Fire Station Alerting System, for an initial period, which expires on September 30, 2024.
- 2. Section 12 of the Original Agreement authorizes the renewal of the Original Agreement for four (4) additional one (1) year renewal terms upon providing a written notice of the City’s intent to renew at least 30 days prior to the expiration.
- 3. The Fire Department recommends that the City Commission approve this First Amendment to increase the annual fee from \$43,934.33 to \$45,252.36 and to renew the term for an additional one (1) year period, which shall commence on October 1, 2024, and naturally expire on September 30, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) Annual Renewal Cost: \$45,252.36
- b) Amount budgeted for this item in Account No: \$45,253.00 in account 001-529-4003-546800-0000-000-0000 (Maintenance Contract)
- c) Source of funding for difference, if not fully budgeted: Not Applicable.
- d) 1-year projection of the operational cost of the project:

	FY2025
Revenues	\$0.00
Expenditures	\$45,253.00
Net Cost	\$45,253.00

- e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

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A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(F) Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. - Trustee Partnership Agreement - Renewal

1. On December 6, 2016, the City entered into a Trustee Partnership Agreement with The Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. for an initial one (1) year period, which expired on November 30, 2017.
2. The Partnership Agreement allows for a relationship between the City and the Chamber to increase the level of member benefits offered by the Chamber, and facilitate the growth of the Chamber for the benefit of the residents and businesses in the regional community.
3. Section 3.1 of the Original Agreement, as amended, authorizes the renewal of the Original Agreement on an annual basis upon mutual consent, evidenced by written Amendments extending the term thereof.
4. The term of the Original Agreement, as amended, has been renewed seven (7) times extending the term up to November 30, 2024.
5. On May 31, 2024, the City executed the Seventh Amendment to the Original Agreement which included additional events as part of the Agreement and this addition increased the membership fee from \$8,000.00 to \$24,000.00.
6. The Planning & Economic Development Department recommends that the City Commission approve this Eighth Amendment to renew the term for an additional one (1) year period, which shall commence on December 1, 2024, and naturally expire on November 30, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) Renewal Cost: \$24,000.00
- b) Amount budgeted for this item in Account No:
001-519-0800-554100-0000-000-0000-00000 (Memberships Dues Subscription)
- c) Source of funding for difference, if not fully budgeted: Not Applicable

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d) 1-year projection of the operational cost of the project:

	FY2025
Revenues	\$0.00
Expenditures	\$24,000.00
Net Cost	\$24,000.00

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(G) Pines Care Medical Center, LLC. - Lease Agreement (Silver Emporium) - Renewal

1. On November 4, 2013, the City entered into an Agreement with Pines Care Medical Center, LLC for the lease of premises at the City's Silver Emporium property located at 501 NW 103rd Avenue, Pembroke Pines, FL 33026, for an initial three (3) year period, which expired on November 3, 2016.

2. The Original Agreement, as amended, may be renewed upon the mutual consent of the City and Pines Care Medical Center, LLC, as evidenced by a written amendment extending the term thereof.

3. On January 4, 2017, the City executed the First Amendment to the Original Agreement to reduce the premises square feet from 5,000 to 3,176, to revise the monthly base rent to \$5,072.50, and to renew the term for an additional five (5) year period, which expired on November 3, 2021.

4. One August 4, 2021, the City executed the Second Amendment to the Original Agreement, as amended, to renew the term for an additional three (3) year period, which expires on November 3, 2024.

5. The Community Services Department recommends that the City Commission approve this Third Amendment to increase the monthly base rent to \$7,104.33 plus applicable taxes and to renew the term for an additional three (3) year period, commencing on November 4, 2024, and expiring on November 3, 2027, as allowed by the agreement.

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FINANCIAL IMPACT DETAIL:

- a) Renewal Revenue: \$85,251.96 - Rent Charge as of 11/1/2024 is \$7,104.33.
- b) Amount budgeted for this item in Account No: Pines Point - 001-554-8002-362030-0000-000-0000 (Rental - City Facilities)
- c) Source of funding for difference, if not fully budgeted: Not Applicable.
- d) 3-year projection of the operational cost of the project

	FY2025	Year 2026	Year 2027
Revenues	\$78,147.63	\$85,251.96	\$7,104.33
Expenditures	\$0.00	\$0.00	\$0.00
Net Revenue	\$78,147.63	\$85,251.96	\$7,104.33

- e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(H) Polydyne, Inc. - Purchase of CLARIFLOC A-3333P Polymer - Renewal

1. On November 13, 2019, the City entered into an Agreement with Polydyne, Inc. for the provision of CLARIFLOC A-3333P Polymer, for an initial period, which expired on September 30, 2020.
2. Section 4.2 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments.
3. On June 3, 2020, the Parties executed the First Amendment to the Original Agreement to renew the term for an additional one (1) year period, which expired on September 30, 2021.
4. On August 4, 2021, the Parties executed the Second Amendment to the Original Agreement, as amended, to increase the total annual compensation from \$27,946.00 to \$29,930.00 and to renew the term for an additional one (1) year period, which expired on September 30, 2022.
5. On August 8, 2022, the Parties executed the Third Amendment to the Original Agreement, as

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amended, to increase the total annual compensation from \$29,930.00 to \$33,000.00 and to renew the term for an additional one (1) year period, which expired on September 30, 2023.

6. On August 8, 2023, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to renew the term for an additional one (1) year period, which expires on September 30, 2024.

7. The Utilities Department recommends that the City Commission approve this Fifth Amendment to renew the term for an additional one (1) year period, which shall commence on October 1, 2024, and naturally expire on September 30, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) Initial Cost: \$33,000 (20,000 lbs. estimated annual usage x \$1.65)
- b) Amount budgeted for this item in Account No: Funds will be available in Account No. 471-533-6031-552430-0000-000-0000- (Operating chemicals)
- c) Source of funding for difference, if not fully budgeted: Not Applicable.
- d) 1-year projection of the operational cost of the project:

	FY2025
Revenues	\$0.00
Expenditures	\$33,000.00
Net Cost	\$33,000.00

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

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(I) RS Photography, LLC. D/B/A TSS Photography - Recreational Soccer Photography Services - Renewal

1. On January 31, 2023, the City entered into an Agreement with RS Photography, LLC. dba TSS Photography for the provision of photography services for the City's Recreation Soccer Program, for an initial period, which expired on November 30, 2023.

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2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

3. On August 7, 2023, the City entered into the First Amendment to the Original Agreement to renew the term for an additional one (1) year period, which expires on November 30, 2024.

4. The Recreation Department recommends that the City Commission approve this Second Amendment to renew the term for the final one (1) year period available, which shall commence on December 1, 2024, and naturally expire on November 30, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) Estimated Renewal Revenue: \$2,000.00
- b) Amount budgeted for this item in Account No: 001-000-7001-347225-0000-000-0000-001 - Youth Athletic Program
- c) Source of funding for difference, if not fully budgeted: Not Applicable
- d) 1-year projection of the operational cost of the project:

	FY2025
Revenues	\$2,000.00
Expenditures	\$0.00
Net Revenue	\$2,000.00

- e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(J) Hillers Electrical Engineering, Inc. - Power Electric Engineering Services for Utilities Department - Non-renewal

1. On November 13, 2019, the City entered into an Agreement with Hillers Electrical Engineering, Inc. for the provision of electrical engineering services for the Utilities Department, for an initial three (3) year period, which expired on November 12, 2022.

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2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.
3. On December 9, 2021, the City entered into the First Amendment to revise the total compensation amount from \$225,000 annually for the three (3) year term to \$675,000 total for the initial term of the Agreement.
4. On August 15, 2022, the City entered into the Second Amendment to revise the compensation amount of \$675,000.00 for the initial term and \$225,000.00 for each subsequent renewal term, and to renew the term for an additional one (1) year period, which expired on November 12, 2023.
5. On August 9, 2023, the City entered into the Third Amendment to renew the term for the final one (1) year renewal period available, which expires on November 12, 2024.
6. The Original Agreement does not allow for any further renewals. The Utilities Department does not need a new agreement for these services since all the electrical engineering projects has been completed.

(K) Lexipol LLC - Law Enforcement Wellness App - Non- Renewal

1. On June 15, 2022, the City entered into a Master Service Agreement with Leixpol, LLC for an initial one (1) year period, which expired on July 11, 2023.
2. Lexipol, LLC provides the City's Police Department with the Cordico Shield Law Enforcement Wellness App.
3. Section 2 of the Original Agreement authorizes the renewal of the Original Agreement for successive one (1) year renewal terms.
4. On June 21, 2023, the City Commission approved the one (1) year renewal, extending the term to July 11, 2024. In addition, following provider delays in service, Lexipol, LLC further extended the term to October 11, 2024.
5. The Police Department has elected not to further renew the term of the Original Agreement.

(L) Nearpod, Inc. - License for Digital Instructional Platform - Non-Renewal

1. On September 3, 2020, the City entered into an Agreement with Nearpod, Inc. for an initial one (1) year period, which commenced on August 17, 2020, and expired on August 16, 2021.

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2. Nearpod, Inc. provides licenses for access to Nearpod and Flocabulary online learning materials for the City's Charter Schools, grades K-12.
3. The Original Agreement allows for the term to be renewed automatically for successive periods of one (1) year.
4. On August 4, 2021, the City renewed the term of the Original Agreement with Nearpod, Inc. for an additional one (1) year term and extended it to expire on October 6, 2022. The Agreement was since successively renewed twice and will expire on October 6, 2024.
5. The City's Charter Schools have now elected not to renew the licenses for an additional term and the services will terminate on October 6, 2024. Notice of non-renewal has been provided to the vendor in accordance with the Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2023

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

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

PRODUCER EPIC Insurance Brokers & Consultants 1140 Avenue of the Americas – 8 th Floor New York, NY 10036	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT Andrea Kim</td> </tr> <tr> <td>NAME:</td> <td></td> </tr> <tr> <td>PHONE 212.293-6203</td> <td>FAX 212.488.0220</td> </tr> <tr> <td>(A/C, No, Ext):</td> <td>(A/C, No):</td> </tr> <tr> <td>E-MAIL andrea.kim@epicbrokers.com</td> <td></td> </tr> <tr> <td>ADDRESS:</td> <td></td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: IRONSHORE SPECIALTY INSURANCE COMPANY</td> <td style="text-align: center;">25445</td> </tr> <tr> <td>INSURER B: HARTFORD FIRE INSURANCE COMPANY</td> <td style="text-align: center;">19682</td> </tr> <tr> <td>INSURER C: HARTFORD ACCIDENT AND INDEMNITY COMPANY</td> <td style="text-align: center;">22357</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT Andrea Kim		NAME:		PHONE 212.293-6203	FAX 212.488.0220	(A/C, No, Ext):	(A/C, No):	E-MAIL andrea.kim@epicbrokers.com		ADDRESS:		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: IRONSHORE SPECIALTY INSURANCE COMPANY	25445	INSURER B: HARTFORD FIRE INSURANCE COMPANY	19682	INSURER C: HARTFORD ACCIDENT AND INDEMNITY COMPANY	22357	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:																											
INSURED Polydyne Inc. One Chemical Plant Road PO Box 250 Riceboro GA 31323																											

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		IEPICB5ZFB004	12/31/2023	12/31/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 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"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			10ABR30602	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION\$			IEELCASB5ZFD004	12/31/2023	12/31/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	10WNR30600	12/31/2023	12/31/2024	<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
A	POLLUTION LIABILITY	Y		IEPICB5ZFB004	12/31/2023	12/31/2024	LIMIT: \$1,000,000 DEDUCTIBLE: \$250,000

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 Additional Insured with regard to General Liability as required by written contract and in accordance with the policy provisions.

EXCESS POLICY PROVIDES EXCESS COVERAGE AFTER \$1M POLLUTION LIABILITY
 30 DAY CANCELLATION CLAUSE INCLUDED

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

14

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City of Pembroke Pines

**FOURTH AMENDMENT TO CONTINUING PURCHASE AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
POLYDYNE, INC.**

THIS AMENDMENT ("Fourth Amendment"), dated August 8, 2023, is entered into 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

POLYDYNE, INC., A For Profit Corporation as listed with the Delaware Division of Corporations, authorized to do business in the State of Florida, and with a business address of **1 Chemical Plant Road, Riceboro, GA 31323**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **November 13, 2019**, the Parties entered into a Continuing Purchase Agreement ("Original Agreement") for the provision of CLARIFLOC A-3333P Polymer for an initial period, which naturally expired on **September 30, 2020**; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for additional **one (1) year** terms pursuant to written amendments to the Original Agreement; and,

WHEREAS, on **June 3, 2020** the Parties executed the First Amendment to the Original Agreement to extend the term thereof for a **one (1) year** period which naturally expired on **September 30, 2021**; and,

WHEREAS, on **August 4, 2021**, the Parties executed the Second Amendment to the Original Agreement, as amended, to increase the total annual compensation from TWENTY-SEVEN THOUSAND NINE HUNDRED FORTY-SIX DOLLARS AND 00/100 CENTS (\$27,946.00) to TWENTY-NINE THOUSAND NINE HUNDRED THIRTY DOLLARS AND 00/100 CENTS (\$29,930.00), and to extend the term thereof for a **one (1) year** period which naturally expired on **September 30, 2022**; and,

WHEREAS, on **August 8, 2022**, the Parties executed the Third Amendment to the Original Agreement, as amended, to increase the total annual compensation amount from TWENTY-NINE THOUSAND NINE HUNDRED THIRTY DOLLARS AND 00/100 CENTS (\$29,930.00) to THIRTY-THREE THOUSAND DOLLARS AND 00/100 CENTS (\$33,000.00), and to extend the term thereof for a **one (1) year** period which shall naturally expire on



City of Pembroke Pines

September 30, 2023; and,

WHEREAS, the Parties desire to extend the term of the Original Agreement, as amended, for a **one (1) year period** which shall commence on **October 1, 2023** and shall naturally expire on **September 30, 2024** and to supplement the terms contained therein as set forth in this Fourth Amendment.

WITNESSETH

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

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

SECTION 2. The Original Agreement, as amended, is hereby renewed for a **one (1) year** renewal period which shall commence on **October 1, 2023** and shall naturally expire on **September 30, 2024**.

SECTION 3. 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 of:

3.1 Any amount if, 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

3.2 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:

3.2.1 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

3.2.2 Is engaged in business operations in Syria.

SECTION 4. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

4.1 **Definitions for this Section.**



City of Pembroke Pines

4.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

4.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

4.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

4.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

4.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

4.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

4.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

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



City of Pembroke Pines

provisions of this Fourth 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, shall remain in full force and effect, except as specifically modified herein.

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

SECTION 8. Each person signing this Fourth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Fourth Amendment 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 Fourth Amendment.

SECTION 9. This Fourth Amendment 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 Fourth Amendment 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.

SIGNATURE PAGE FOLLOWS



City of Pembroke
Dine

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

APPROVED AS TO FORM:

Print Name: Heather Needelman
OFFICE OF THE CITY ATTORNEY

DS

ATTEST:

DocuSigned by:

August 8, 2023

E858EEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK

BY:

MAYOR FRANK C. ORTIS

DocuSigned by:

BY:

August 7, 2023

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

POLYDYNE, INC.

Signed By:

Printed Name: Boyd Stanley

Title: Sr. Vice-President



polydyneinc.com

Emailed to: carherandez@ppines.com

May 26, 2023

Ms. Catherine Hernandez
City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

SUBJECT: Continuing Purchase Agreement – CLARIFLOC A-3333P Polymer

Dear Ms. Hernandez,

Polydyne Inc. is pleased to extend the above-referenced contract for an additional year. The Product and Price will remain unchanged and is as follows:

PRODUCT	UNIT PRICE	PACKAGE
CLARIFLOC A-3333P	\$1.65/LB. DELIVERED	55 LB. BAGS

The new Contract term will be effective October 1, 2023, through September 30, 2024.

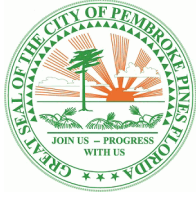
All other terms and conditions will remain the same.

Doing business with the City of West Pembroke Pines has been a pleasure, and we look forward to continuing our valued partnership. Should you have any questions, please feel free to contact Chris Cherp, Sr. Technical Sales Representative, at (941) 961-3998. Orders may be placed online at www.polydyneinc.com or through our Customer Service Department. Your Customer Service Representative is Heather James. You can reach Ms. James by calling (800) 848-7659 Ext. 8735 or by e-mail to hjames@snf.com.

Best regards,

A handwritten signature in blue ink, appearing to read "Boyd Stanley", written over a horizontal line.

Boyd Stanley
Sr. Vice-President



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 17.

File ID: 23-0054

Type: Commission Items

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 01/23/2023

Short Title: Contracts Database Report - August 2, 2023

Final Action: 08/02/2023

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) Granicus, Inc. - Legistar Software Maintenance - Renewal
- (C) Tower Pest Control, Inc. - IFB # CS-21-01 Pest Control Services for Pines Point, Pines Place and Southwest Focal Point - Renewal
- (D) Penn Credit Corporation - Debt Collection Services - Renewal
- (E) Community Redevelopment Associates of Florida, Inc. - PL-20-01 Grant Administration for Community Redevelopment Projects - Renewal
- (F) ODP Business Solutions Division, LLC - Office Supplies, Products, and Related Services - Renewal
- (G) RS Photography, LLC. D/B/A TSS Photography - Recreational Soccer Photography Services - Renewal
- (H) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal
- (I) Concrete Works & Paving, Inc. - Concrete & Asphalt Restoration Services - Renewal
- (J) Hillers Electrical Engineering, Inc. - Power Electric Engineering Services for Utilities Department - Renewal
- (K) Polydyne, Inc. - Purchase of CLARIFLOC A-3333P Polymer - Renewal
- (L) Prolime Corporation - PSUT-21-05 Lime Sludge Removal and Hauling at

Agenda Request Form Continued (23-0054)

the Water Treatment Plant - Renewal

ITEM (M) IS NOT BEING RENEWED, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS IT IS PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(M) Florida HydroCorp, Inc. - Cross Connection Controls - Non-Renewal

***Agenda Date:** 08/02/2023

Agenda Number: 17.

Internal Notes:

Attachments: 1. Contracts Database Report - August 2, 2023, 2. A. In Rem Solutions, Inc-Grant Writing Services- (AB), 3. B. Granicus Inc - Legistar Software Maintenance and CC Services (all-backup), 4. C. Tower Pest Control. Inc. - Pest Control Services (IFB CS 21-01) (AB), 5. D. Penn Credit Corporation - Debt Collection Services - (AB-2), 6. E. CRA of Florida, Inc. - Grant Administration Agreement (AB), 7. F. Office Depot - Office Supplies etc. Co-Op Contract (10-14-2019 - 10-13-2027) (all backup), 8. G. RS Photography-Soccer Photography (AB), 9. H. CivicPlus, Inc. - City Website etc. (2013-2024) (all backup), 10. I. Concrete_Works__Paving_Inc__Concrete_and_Paving_Restoration (all backup), 11. J. Hillers Electrical Engineering - Power Electrical Engineering (CCNA) (AB), 12. K. Polydyne - Purchase of CLARIFOLIC A3333P Polymer (ALL Backup), 13. L. Prolime Corporation - PSUT-21-05 Lime Sludge Removal and Hauling (AB), 14. M. Florida_HydroCorp,_Inc._-_Cross_Connection (Cooper_City_Piggyback)(all backup)

1	City Commission	08/02/2023	approve	Pass
	Action Text: A motion was made to approve on the Consent Agenda			
			Aye: - 5	Mayor Ortis, Commissioner Schwartz, Commissioner Good Jr., Commissioner Castillo, and Vice Mayor Siple
			Nay: - 0	

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) Granicus, Inc. - Legistar Software Maintenance - Renewal

(C) Tower Pest Control, Inc. - IFB # CS-21-01 Pest Control Services for Pines Point, Pines Place and Southwest Focal Point - Renewal

(D) Penn Credit Corporation - Debt Collection Services - Renewal

(E) Community Redevelopment Associates of Florida, Inc. - PL-20-01 Grant Administration for

Agenda Request Form Continued (23-0054)

Community Redevelopment Projects - Renewal

(F) ODP Business Solutions Division, LLC - Office Supplies, Products, and Related Services - Renewal

(G) RS Photography, LLC. D/B/A TSS Photography - Recreational Soccer Photography Services - Renewal

(H) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal

(I) Concrete Works & Paving, Inc. - Concrete & Asphalt Restoration Services - Renewal

(J) Hillers Electrical Engineering, Inc. - Power Electric Engineering Services for Utilities Department - Renewal

(K) Polydyne, Inc. - Purchase of CLARIFLOC A-3333P Polymer - Renewal

(L) Prolime Corporation - PSUT-21-05 Lime Sludge Removal and Hauling at the Water Treatment Plant - Renewal

ITEM (M) IS NOT BEING RENEWED, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS IT IS PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(M) Florida HydroCorp, Inc. - Cross Connection Controls - Non-Renewal

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

Agenda Request Form Continued (23-0054)

1. On April 17, 2018, the City entered into an Agreement with In Rem Solutions, Inc. for the provision of professional grant writing services, for an initial one (1) year period, which expired on September 30, 2018.
2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year terms upon mutual consent, evidenced by written Amendments extending the term thereof.
3. On June 21, 2018, the City entered into the First Amendment to renew the term for an additional one (1) year period, which expired on September 30, 2019.
4. On September 6, 2018, the City entered into the Second Amendment to revise the annual compensation amount adding an annual amount not to exceed \$115,000.00.
5. On October 2, 2019, the City entered into the Third Amendment to renew the term for an additional one (1) year period, which expired on September 30, 2020.
6. On August 5, 2020, the City entered into the Fourth Amendment to decrease the hourly rate from \$150.00 to \$140.00 and the annual compensation amount from \$115,000.00 to \$107,324.00, and to renew the term for an additional one (1) year period, which expired on September 30, 2021.
7. On August 4, 2021, the City entered into the Fifth Amendment to increase the hourly rate to \$150.00 and to decrease the annual compensation amount to \$75,000.00, and to renew the term for an additional one (1) year period, which expired on September 30, 2022.
8. On June 15, 2022, the City entered into the Sixth Amendment to renew the term for an additional one (1) year period, which expires on September 30, 2023.
9. The Administration Department recommends that the City Commission approve this Seventh Amendment to renew the term for an additional one (1) year period which shall commence on October 1, 2023, and naturally expire on September 30, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** Estimated annual amount \$75,000. (\$150.00 per hour, on an as-needed basis. Annual cost is based on approved projects.)
- b) **Amount budgeted for this item in Account No:** 001-519-0800-531500-0000-000-0000 (Professional Services Other)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing

Agenda Request Form Continued (23-0054)

contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor

Conducted for this service? Yes. Grant writing requires knowledge and expertise. Based on the estimated annual cost, the City benefits by outsourcing this service as In-Rem has a team of specialists; researching, reviewing, coordinating and applying for multiple grants. See attached analysis as Exhibit 2.A.1.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Estimated savings of \$145,571.

(B) Granicus, Inc. - Legistar Software Maintenance - Renewal

1. On October 11th, 2016, the City entered into a Service Agreement with Granicus, Inc. for an initial three (3) year period, which expired on October 10th, 2019.
2. The City of Pembroke Pines City Clerk Department utilizes Granicus, Inc. to provide Legistar Software Maintenance and Closed Captioning Services.
3. Section 8.1 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. To date the Original Agreement has been amended eight (8) times of which three (3) amendments were to include additional services and four (4) amendments were to renew for additional, one (1) year terms each extending the term to September 30th, 2023.
5. On May 10th, 2023, the City executed the Eighth Amendment to approve the assignment of the agreement to Granicus, LLC, following the acquisition and merger of Granicus, Inc. by Granicus, LLC.
6. The City Clerk Department recommends that the City Commission approve this Ninth Amendment to remove the VoteCast Tablet component of the services, and to extend the term for an additional one (1) year period, which shall commence on October 1st, 2023, and naturally expire on September 30th, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$71,644.29

b) Amount budgeted for this item in Account No:

001-519-1001-534995-0000-000-0000- Other Svc -IT Line 10

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

d) 1-year projection of the operational cost of the project:

Agenda Request Form Continued (23-0054)

	FY 2023-24
Revenues	\$.00
Expenditures	\$71,644.29
Net Cost	\$71,644.29

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(C) Tower Pest Control, Inc. - IFB # CS-21-01 Pest Control Services for Pines Point, Pines Place and Southwest Focal Point - Renewal

1. On November 3, 2021, the City entered into an Agreement with Tower Pest Control, Inc. for the provision of pest control services for the Pines Place, Pines Point Housing and Southwest Focal Point facilities, for an initial two (2) year period, which expires on November 2, 2023.
2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for an additional two (2) year period upon mutual consent, evidenced by a written Amendment extending the term thereof.
3. The Community Services Department recommends that the City Commission approve this First Amendment to renew the term for an additional two (2) year period, which shall commence on November 3, 2023, and naturally expire on November 2, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$81,112.00 (Total cost of the term of the contract of 2 years)

b) Amount budgeted for this item in Account No: Funds are available in the following accounts:

Community Services - 001-569-8001-546150-0000-000-0000 (R&M Land Bldg. & Improvement)
\$3,220.00
Pines Point - 001-554-8002-534950-0000-000-0000 (Other Services - Maintenance)
\$9,800.00
Pines Place - 001-554-8002-534950-0000-000-0000-00603 (Other Services - Maintenance)
\$27,536.00

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

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d) 3-year projection of the operational cost of the project

	FY23-24	FY24-25	FY25-26
Revenues	\$.00	\$.00	\$.00
Expenditures	\$37,176.33	\$40,556.00	\$3,379.67
Net Cost	\$37,176.33	\$40,556.00	\$3,379.67

e) Detail of additional staff requirements: "Not Applicable"**FEASIBILITY REVIEW:**

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.

b) If yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(D) Penn Credit Corporation - Debt Collection Services-Renewal

1. On January 28, 2019, the City entered into a Professional Services Agreement with Penn Credit Corporation for an initial five (5) year period, which shall naturally expire on October 31, 2023.

2. Penn Credit Corporation provides the CITY with debt collection services.

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

4. On March 18, 2019, the Parties executed the First Amendment to the Original Agreement to amend the compensation terms to include an 8.5% fee to be paid to Collector should the City receive a direct payment on a delinquent account.

5. The Finance Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Second Amendment for the first three (3) year renewal term which shall commence on November 1, 2023 and shall naturally expire on October 31, 2026, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: None at this time

b) Amount budgeted for this item in Account No: In general, there would be no revenues

Agenda Request Form Continued (23-0054)

or expenses associated with this service, the awarded vendor will receive compensation by adding the up to 16% fee to the balance owed to the City. However, in the event of a payment being made directly to the City, the vendor will receive half of their fee which is up to 8.5% from the City. In this instance funds would be expensed to accounts

471-536-6010-534990-0000-000-0000- / 001-519-0800-534990-0000-000-0000- /
001-529-4003-534990-0000-000-0000- Other Svc.

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

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

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	\$.00	\$.00	\$.00
Expenditures	\$600.00	\$1,275.00	\$1,700.00	\$.00	\$.00
Net Cost	\$.00	\$.00	\$.00	\$.00	\$.00

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

(E) Community Redevelopment Associates of Florida, Inc. - PL-20-01 Grant Administration for Community Redevelopment Projects - Renewal

1. On December 1, 2020, the City entered into an Agreement with Community Redevelopment Associates of Florida, Inc. for the provision of grant management, administration and implementation for community redevelopment projects, for an initial three (3) year period, which expires on November 30, 2023.

2. Section 3.1 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year terms upon mutual consent, evidenced by written Amendments extending the term thereof.

3. The Planning and Economic Development Department recommends that the City Commission approve this First Amendment to renew the term for an additional one (1) year period, which shall commence on December 1, 2023, and naturally expire on November 30, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

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a) Renewal Cost: None.

b) Amount budgeted for this item in Account No:

CDBG

121-554-0600-531501-0000-000-0000-02022 Current \$151,603

121-554-0600-531501-0000-000-0000-02023 Next Fiscal Year 10/1/23-9/30/24 Estimate:
\$166,296

SHIP

120-554-0600-531501-0000-000-0000-02022 Current \$163,623

120-554-0600-531501-0000-000-0000-02023 Next 7/1/23-6/30/24 Estimate: \$196,538

c) Source of funding for difference, if not fully budgeted: Grant Funded

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

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable, Currently Outsourced Service.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Services provided are Federal and State grant funded. Services provided based on grant allocation which changes from year to year.

(F) ODP Business Solutions Division, LLC - Office Supplies, Products, and Related Services - Renewal

1. On January 15, 2020, the City Commission authorized the purchase of office supplies, products and related services from Office Depot utilizing the Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) Contract # 19-12R, for a period through October 13, 2023, for an estimated annual amount of \$400,000.

2. Effective May 1st, 2022, the City of Tamarac, acting as lead agency for the Southeast Florida Governmental Cooperative Purchasing Group and for the Omnia Partners, LLC (formerly National IPA) national consortium, executed the First Amendment to the Agreement, with Office Depot assigning all of its right, title, and interest under the Agreement to ODP Business Solutions, LLC.

3. On May 18, 2022, the City Commission approved to continue purchasing office supplies, products and related services utilizing the Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) Contract # 19-12R, assigned to ODP Business Solutions, LLC from Office Depot, for the period through October 13, 2023, for an estimated annual amount of \$400,000.

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4. Section 4 of the Original Agreement authorizes the renewal thereof for one (1), four (4) year option. On June 20th, 2023, the City of Tamarac, acting as lead agency for the Southeast Florida Governmental Cooperative Purchasing Group and for the Omnia Partners, LLC, and ODP Business Solutions Division, LLC, executed the Second Amendment to extend the term of the Agreement to October 13th, 2027.

5. The Purchasing Department, on behalf of all of City's Departments and City's Charter Schools, recommends that the City Commission approve continued utilization of Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) Contract # 19-12R for the four (4) year renewal term commencing on October 14, 2023 and expiring on October 13, 2027, for an estimated annual amount of \$400,000.

FINANCIAL IMPACT DETAIL:

a) Estimated Renewal Cost: Annual estimated renewal cost is \$400,000; however, the amount spent each year can fluctuate based on changes in department needs and similar factors.

b) Amount budgeted for this item in Account No: Each department and charter school has a budget for purchasing office supplies that is generally coded to object code # 551100 (Office Supplies).

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

d) 4-year projection of the operational cost of the project: The estimated annual for each year is \$400,000. However, please note that the amount spent each year can fluctuate based on changes in department needs and similar factors. The City of Tamarac, acting as lead agency for the Southeast Florida Governmental Cooperative Purchasing Group renewed the agreement for the four-year renewal period from October 14, 2023 through October 13, 2027.

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

(G) RS PHOTOGRAPHY, LLC. D/B/A TSS PHOTOGRAPHY- RECREATIONAL SOCCER PHOTOGRAPHY SERVICES- RENEWAL

1. On January 31, 2023, the City entered into an Agreement with RS Photography, LLC. for an initial period, which shall naturally expire on November 30, 2023.

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2. RS Photography, LLC. provides photography services for the CITY's Recreational Soccer Program.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Recreation Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the first one (1) year renewal term which shall commence December 1, 2023 and shall naturally expire November 30, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Estimated Renewal Revenue:** \$1,100
- b) **Amount budgeted for this item in Account No:** 001-000-7001-347225-0000-000-0000 Youth Athletic Program
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:**

	Current FY	Year 2
Revenues	\$1,100.00	\$.00
Expenditures	\$.00	\$.00
Net Revenue	\$1,100.00	\$.00

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

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

(H) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal

1. The City of Pembroke Pines Technology Services Department utilizes Civic Plus, Inc. to provide the City Website, the City Subsite Intranet, the School Subsites and Audio Eye services. In addition, the Recreation and Cultural Arts Department utilizes Civic Plus, Inc. to provide Recreation registration software.

2. On January 15, 2013 the City Commission approved the award of RFP # IT-12-01

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“Electronic Communication Website Design and Content Management System” to Icon Enterprises, Inc. d/b/a CivicPlus. The purpose of the RFP was to provide the Technology Services Department with a Website and Content Management System including all software and related services for the setup, customization, installation, and implementation of the system which would be used on the City’s website.

3. The initial agreement, signed on January 28, 2013 was for an amount of \$97,083 with an annual cost of \$11,958.45 in year 2 for annual support, maintenance and hosting. The contract was for a one year period with one year renewals.

4. On August 3, 2016, the City Commission approved an amendment to the agreement for additional services requested by the Technology Services Department which included media center storage services, CivicMobile App, Active Directory Federation Services (ADFS), Intranet Subsite Services, and CivicSend.

5. On September 6, 2017, the City Commission approved an amendment to the agreement for additional services requested by the Recreation and Cultural Arts Department for a Recreational Management Software Program that assist the department with Facility Reservations, Activity Registrations, Membership Management, Point of Sale Management, League Management, Surveys, Financial Reporting, and a Mobile Public and staff experience.

6. On February 20, 2019, the City Commission approved an amendment to the agreement for additional service requested by Technology Services Department for AudioEye to address Digital Compliance requirements for citizens with disabilities using the All City Presented Websites.

7. On February 25, 2019, the City entered into a Service Agreement with Civic Plus, Inc. commencing on February 27, 2019.

8. Section 1 of the Original Agreement allows for the agreement to remain in effect unless terminated by either party.

9. On January 15th, 2020, August 5th, 2020, August 4th, 2021, and September 7th, 2022, the City Commission approved continuation of the Agreement, extending the term up to January 31, 2024.

10. On June 15th, 2022, as approved by the City Commission, the City amended the agreement to include an additional subscription for Chatbot for an additional two-year cost of \$27,554.83.

11. On August 16th, 2022, the City amended the agreement to include an additional subscription within Civic Rec, for Document Manager for an additional two-year cost of \$7,663.81.

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12. The Technology Services Department and the Recreation and Cultural Arts Department both recommend that the City Commission approve the one (1) year continuation of the Agreement, for the period commencing on February 1st, 2024, up to January 31st, 2025.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$123,535.90

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

001-513-2002-546801-0000-000-0000- | IT Maintenance Contracts

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

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

	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditures	\$123,535.90	\$129,712.70	\$136,198.33	\$143,198.33	\$150,158.66
Net Cost	\$123,535.90	\$129,712.70	\$136,198.33	\$143,198.33	\$150,158.66

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

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** No

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(I) Concrete Works & Paving, Inc. - Concrete & Asphalt Restoration Services - Renewal

1. On November 13, 2022, the City entered into an Agreement with Concrete Works & Paving, Inc. for an initial four (4) month period, commencing November 13, 2022, and expiring March 19, 2023.

2. Concrete Works & Paving provides concrete and asphalt restoration services on an as-needed basis for the Utilities Department and other departments city-wide.

3. Section A of the Scope of Services of the contract between Broward County and Concrete Works & Paving, Inc. pursuant to Solicitation No. PNC2123416B1, authorizes two (2), additional, one (1) year renewal periods subject to vendor acceptance.

4. On March 10, 2023 Broward County and CONTRACTOR renewed the term of their contract pursuant to Solicitation No. PNC2123416B1 for an additional, one (1) year term which will expire on March 20, 2024.

5. The Utilities Department recommends that the City Commission approve this First Amendment to continue to piggyback on the Broward County contract for the first, one (1) year renewal term commencing on March 20, 2023, and expiring on March 20, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** The annual cost under this agreement is estimated to be approximately \$350,000.00, but Staff is recommending Commission approval in an amount not to exceed the limits of the approved budget, as may be amended, for this service. Staff estimates funds on an as-needed basis for the renewal period in an initial amount of \$51,500 for FY 2022-23, and an estimated amount of \$298,500 for FY 2023-24, as needed.
- b) **Amount budgeted for this item in Account No:** \$19,800.00 in Account no. 471-533-6032-546150-0000-000-0000- (R&M Land Bldg. & Improvement)
- c) **Source of funding for difference, if not fully budgeted:** \$31,700.00 in Account no. 471-533-6032-546250-0000-000-0000- (R&M Equipment)
- d) **1-year projection of the operational cost of the project:**

	Current FY	FY 2024
Revenues	\$.00	\$.00
Expenditures	\$51,500.00	\$298,500.00
Net Cost	\$51,500.00	\$298,500.00

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

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

(J) Hillers Electrical Engineering, Inc. - Power Electric Engineering Services for Utilities Department - Renewal

1. On November 13, 2019, the City entered into an Agreement with Hillers Electrical Engineering, Inc. for the provision of electrical engineering services for the Utilities Department, for an initial three (3) year period, which expires on November 12, 2022.
2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by written

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Amendments extending the term thereof.

3. On December 9, 2021, the City entered into the First Amendment to revise the total compensation amount from \$225,000 annually for the three (3) year term to \$675,000 total for the initial term of the Agreement.

4. On August 15, 2022, the City entered into the Second Amendment to revise the compensation amount \$675,000.00 for the initial term and \$225,000.00 for each subsequent renewal term, and to renew the term for an additional one (1) year period, which expires on November 12, 2023.

5. The Utilities Department recommends that the City Commission approve this Third Amendment to revise the compensation provision as set forth in Section 3 of the Third Amendment and to renew the term for an additional one (1) year period, which shall commence on November 13, 2023 and naturally expire on November 12, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** Not applicable. Staff will submit every work authorization under this contract term, greater than or equal to \$25,000.00, to the City Commission for consideration.
- b) **Amount budgeted for this item in Account No:** When specific projects are identified, the appropriate budgets and accounts will be utilized.
- 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.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(K) Polydyne, Inc.-Purchase of CLARIFLOC A-3333P Polymer-Renewal

1. On November 13, 2019, the City entered into a Continuing Purchase Agreement with Polydyne, Inc. for an initial ten (10) month period, which naturally expired on September 30, 2020.

2. Polydyne, Inc. provides the City's Utilities Department with CLARIFLOC A-3333P Polymer for the Water Treatment Plant.

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3. Section 4.2 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments.

4. On June 3, 2020, the Parties executed the First Amendment to the Original Agreement to extend the term thereof for a one (1) year term, which naturally expired on September 30, 2021.

5. On August 4, 2021, the Parties executed the Second Amendment to the Original Agreement, as amended, to increase the total annual compensation from \$27,946.00 to \$29,930.00 and to extend the term of the agreement for a one (1) year period, which naturally expired on September 30, 2022.

6. On August 8, 2022, the Parties executed the Third Amendment to the Original Agreement, as amended, to increase the total annual compensation from \$29,930.00 to \$33,000.00 and to extend the term of the agreement for a one (1) year period, which will naturally expire on September 30, 2023.

7. The Utilities Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve this Fourth Amendment to extend the term for a one (1) year renewal term which shall commence on October 1, 2023 and shall naturally expire on September 30, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: \$33,000 (20,000 lbs. estimated annual usage x \$1.65)

b) Amount budgeted for this item in Account No:

471-533-6031-552430-0000-000-0000- (Operating chemicals)

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

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

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditures	\$0.00	\$33,000.00	\$0.00	\$0.00	\$0.00
Net Cost	\$0.00	\$33,000.00	\$0.00	\$0.00	\$0.00

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.

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b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(L) Prolime Corporation - PSUT-21-05 Lime Sludge Removal and Hauling at the Water Treatment Plant - Renewal

1. On November 17, 2021, the City entered into an Agreement with Prolime Corporation for the provision of lime sludge removal and hauling services, for an initial two (2) year period, which expires on November 16, 2023.

2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional two (2) year terms upon mutual consent, evidenced by written Amendments extending the term thereof.

3. The Utilities Department recommends that the City Commission approve this First Amendment to amend the expiration date of the Original Agreement to August 16, 2023, to amend the compensation provision as set forth in Section 4 of the First Amendment and to renew the term for an additional two (2) year period which shall commence on August 17, 2023, and naturally expire on August 16, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: The annual cost under this agreement is estimated to be approximately \$748,000.00, but Staff is recommending Commission approval of this agreement in an amount not to exceed the limits of the approved budget, as may be amended, for this service. The remaining budget for this service in the current fiscal year is \$350,000.00. The proposed budget for the 2023-2024 fiscal year is \$748,089.00.

b) Amount budgeted for this item in Account No: \$350,000.00 in Account no. 471-533-6031-534450-0000-000-0000- (Other Svc - Sludge Removal)

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

d) 3 year projection of the operational cost of the project:

	Current FY	FY 2024	FY 2025
Revenues	\$.00	\$.00	\$.00
Expenditures	\$350,000.00	\$748,089.00	\$770,531.67
Net Cost	\$350,000.00	\$748,089.00	\$770,531.67

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor

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Conducted for this service? Not Applicable.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?

(M) Florida HydroCorp, Inc. - Cross Connection Controls - Non-Renewal

1. On March 20th, 2023, the City entered into an Agreement with Florida HydroCorp, Inc. for a period to expire on September 12th, 2023.
2. Florida HydroCorp, Inc. provides the City's Utility Department with Cross Connection Control Program Management Services on an as-needed basis.
3. Section 5.1 of the Agreement authorizes the term of the agreement to expire concurrent with the piggybacked agreement resulting from RFP 2018-4-UTI between Cooper City and Florida HydroCorp, Inc., on September 12th, 2023, and does not allow for any further renewals.
4. The Utilities Department is working on a new procurement process, which may include piggybacking of another agreement, to secure these services.



City of Pembroke Pines

**THIRD AMENDMENT TO
CONTINUING PURCHASE AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
POLYDYNE, INC.**

THIS AMENDMENT ("Third Amendment"), dated August 8, 2022, is entered into 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

POLYDYNE, INC., a For Profit Corporation as listed with the Delaware Division of Corporations, authorized to do business in the State of Florida, and with a business address of **1 Chemical Plant Road, Riceboro, GA 31323**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **November 13, 2019**, the Parties entered into a Continuing Purchase Agreement ("Original Agreement") for the provision of CLARIFLOC A-3333P Polymer for an initial period, which expired on **September 30, 2020**; and,

WHEREAS, the Original Agreement authorized the renewal of the Original Agreement at the expiration of the initial term for additional **one (1) year** terms pursuant to written amendments to the Original Agreement extending the term thereof; and,

WHEREAS, on **June 3, 2020**, the Parties executed the First Amendment to the Original Agreement to renew the term for one (1) year period, which expired on **September 30, 2021**; and,

WHEREAS, on **August 4, 2021**, the Parties executed the Second Amendment to the Original Agreement, as amended, to revise the terms contained therein and to renew the term for **one (1) year** period, which expires on **September 30, 2022**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire to revise the compensation and renew the term for **one (1) year** period which shall commence on **October 1, 2022** and naturally expire on **September 30, 2023** as set forth in this Third Amendment.

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



City of Pembroke Pines

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. Any language contained in this Third Amendment, or any subsequent amendment, which is in ~~striketrough~~ type shall be deletions from the terms of the Original Agreement, as amended, and language in underlined type shall be additions to the terms of the Original Agreement, as amended.

SECTION 3. The Original Agreement, as amended, is hereby renewed for **one (1) year** which shall commence on **October 1, 2022** and naturally expire on **September 30, 2023**.

SECTION 4. Section 5.1 of the Original Agreement, as amended, is hereby revised and amended as set forth below:

“5.1 CITY’s sole compensation to CONTRACTOR for the providsion of the Commodities hereunder shall be in accordance with the unit pricing listed in the attached Exhibit "A". CONTRACTOR shall invoice the CITY on a monthly basis for the Commodities provided. The invoice shall include, but not be limited to: a description of the Commodities, the quantity of the Commodities provided, and any other information reasonably required by CITY. The total annual compensation shall not exceed ~~TWENTY NINE THOUSAND NINE HUNDRED THIRTY DOLLARS AND 00/100 CENTS (\$29,930.00)~~ THIRTY-THREE THOUSAND DOLLARS AND 00/100 CENTS (\$33,000.00) which consists of the following:

- Estimated annual cost of ~~TWENTY NINE THOUSAND. NINE HUNDRED THIRTY DOLLARS AND 00/100 CENTS (\$29,930.00)~~ THIRTY-THREE THOUSAND DOLLARS AND 00/100 CENTS (\$33,000), based on estimated annual usage of ~~twenty thousand, five hundred (20,500)~~ twenty thousand (20,000) pounds at a rate of ~~ONE DOLLAR AND FORTY SIX CENTS (\$1.46)~~ ONE DOLLAR AND 65/100 CENTS (\$1.65) per pound.”

SECTION 5. 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 of:

5.1 Any amount if, 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

5.2 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:

5.2.1 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

5.2.2 Is engaged in business operations in Syria.

SECTION 6. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

6.1 **Definitions for this Section.**

6.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

6.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

6.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

6.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

6.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

6.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

6.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

6.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not



limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 7. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, and the Original Agreement, as amended, the terms and provisions of this Third 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, shall remain in full force and effect, except as specifically modified herein.

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

SECTION 10. Each person signing this Third Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Third Amendment 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 Third Amendment.

SECTION 11. This Third Amendment 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 Third Amendment 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.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:

Marlene D. Graham

August 8, 2022

E858EEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK

BY: _____

MAYOR FRANK C. ORTIS

DocuSigned by:

BY: _____

Charles F. Dodge

August 8, 2022

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:

Danielle Schwabe

013E807C191D4FF

Print Name: Danielle Schwabe

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

POLYDYNE, INC.

Signed By: _____

Print Name: _____

Boyd Stanley

Title: _____

Sr. Vice-President



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: ADD-1

File ID: 22-0138

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 02/22/2022

Short Title: Contracts Database Report - August 3rd, 2022

Final Action: 08/03/2022

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

(A) Broward County - Community Shuttle Service - Renewal

(B) Broward County - Lease of Real Property for 911 Emergency Dispatch
Center - Renewal

(C) Keylite Power & Lighting Corp - Maintenance of Fire Station Alerting
Systems - Renewal

(D) Vigilant Solutions, Inc. - ESA - License Plate Reader - Annual Hosting and
Software Subscriptions & Maintenance - Renewal

(E) Hillers Electrical Engineering, Inc. - Power Electric Engineering Services
for Utilities Department - Renewal

(F) Polydyne, Inc. - Purchase of CLARIFLOC A-3333P Polymer - Renewal

**ITEM (G) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE,
THEREFORE, NO COMMISSION ACTION IS REQUIRED AS IT IS
PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO
SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:**

(G) The School Board of Washington County, Florida, Panhandle Area
Education Consortium ("PAEC") - Professional Development Plan for
Teachers - Non-Renewal

***Agenda Date:** 08/03/2022

Agenda Number: ADD-1

Internal Notes:

Agenda Request Form Continued (22-0138)

Attachments: 1. Contract Database Report - August 3rd, 2022, 2. A. Broward County - Community Shuttle Service - all back-up, 3. B. Broward County - Lease of Real Property for a 911 Dispatch Center - all back-up, 4. C. Keylite Power & Lighting Corp - Station Alerting System Service Agreement - All Backup, 5. D. Vigilant Solutions LLC - ESA & IDP (all back-up), 6. E. Hillers Electrical Engineering - Power Electrical Engineering CCNA AB, 7. F. Polydyne - Purchase of CLARIFOLIC A3333P Polymer ALL Backup, 8. G. 2021-22 PAEC.FSU Pembroke Pines resolution (all back-up)

1	City Commission	08/03/2022	approve	Pass
	Action Text:	A motion was made to approve on the Consent Agenda. Vice Mayor Schwartz commented on Section (B) of ADD-1 pertaining to the lease with Broward County on the 911 contract. The item was not pulled for discussion.		
	Notes:	Vice Mayor Schwartz pulled ADD1 (B) from the consent agenda. Asking about lease with the County on the 911 contract. 700k a year from county.		
		Aye: - 5 Mayor Ortis, Vice Mayor Schwartz, Commissioner Good Jr., Commissioner Castillo, and Commissioner Siple		
		Nay: - 0		

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

- (A) Broward County - Community Shuttle Service - Renewal
- (B) Broward County - Lease of Real Property for 911 Emergency Dispatch Center - Renewal
- (C) Keylite Power & Lighting Corp - Maintenance of Fire Station Alerting Systems - Renewal
- (D) Vigilant Solutions, Inc. - ESA - License Plate Reader - Annual Hosting and Software Subscriptions & Maintenance - Renewal
- (E) Hillers Electrical Engineering, Inc. - Power Electric Engineering Services for Utilities Department - Renewal
- (F) Polydyne, Inc. - Purchase of CLARIFLOC A-3333P Polymer - Renewal

ITEM (G) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS IT IS PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

- (G) The School Board of Washington County, Florida, Panhandle Area Education Consortium ("PAEC") - Professional Development Plan for Teachers - Non-Renewal

SUMMARY EXPLANATION AND BACKGROUND:

- 1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of

Agenda Request Form Continued (22-0138)

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) Broward County - Community Shuttle Service - Renewal

1. On October 2, 2019, the City Commission approved for the City to enter into an Agreement with Broward County for an initial two (2) year period, commencing on October 1, 2019, and expiring on September 30, 2022.

2. Broward County Transit Division supplements the mass transit county system and provides funding and community bus transportation to the residents of Pembroke Pines. The service includes the blue, gold, and green routes.

3. Section 5.1 of the Original Agreement authorizes renewal of the Original Agreement for two (2) additional one (1) year periods upon written approval of the Contract Administrator at least ninety (90) days prior to the expiration of the current term.

4. Broward County has provided confirmation of renewal for the term from October 1, 2022, to September 30, 2023.

5. The Community Services Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve renewal of the Agreement for the first, one (1) year renewal term commencing on October 1, 2022, and expiring on September 30, 2023, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:**a) Renewal Cost:** Transfer from Road & Bridge Fund:

\$316,465 128-000-8004-381100-0000-000-0000

\$ 22,086 128-000-8004-381100-0000-000-0000-00042

\$338,551 TOTAL

b) Amount budgeted for this item in Account No:

\$541,047 Gold & Green Routes 128-000-8004-337410-0000-000-0000 BCT Grant

\$ 65,900 Blue Route 128-000-337410-0000-000-0000-00042 BCT Grant

\$606,947 Total Revenue

c) Source of funding for difference, if not fully budgeted: Road & Bridge Accounts

128-8004-381100-0000-000-0000 (Gold & Green Routes) and

128-000-8004-381100-0000-000-0000-00042 (Blue Route).

Agenda Request Form Continued (22-0138)

d) 1 year projection of the operational cost of the project:

	FY 2022-23
Revenues	\$606,947.00
Expenditures	\$945,498.00
Net Cost	\$338,551.00

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

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(B) Broward County - Lease of Real Property for 911 Emergency Dispatch Center (PSAP) - Renewal

1. On October 15, 2013, the City entered into an Agreement with Broward County for an initial five (5) year period, which expired on September 30, 2018.
2. Broward County leases approximately 5,347 square feet of real property for use as a 911 Emergency Dispatch Center (A/K/A Public Safety Answer Point "PSAP").
3. Section 1 of the Original Agreement authorizes extension of the Lease for up to five (5) successive renewal terms of five (5) years each, for up to a total of twenty-five (25) additional years.
4. On March 7, 2018, the Parties entered into the first, five (5) year renewal term, extending the Agreement to September 30, 2023.
5. The Fire Department and City Administration are satisfied with the performance and execution of the Original Agreement, as amended, and recommend that the City Commission approve renewal of the lease for the second, five (5) year renewal term commencing on October 1, 2023, and expiring on September 30, 2028, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Revenue: \$693,596.92

b) Amount budgeted for this item in Account No: 001-000-6001-362030-0000-000-0000
Rental City Facilities (Revenue)

Agenda Request Form Continued (22-0138)

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

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

	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
Revenues	\$133,280.47	\$135,946.08	\$138,665.00	\$141,438.30	\$144,267.07
Expenditures	\$.00	\$.00	\$.00	\$.00	\$.00
Net Revenue	\$133,280.47	\$135,946.08	\$138,665.00	\$141,438.30	\$144,267.07

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

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** "Not Applicable"

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** "Not Applicable"

(C) Keylite Power & Lighting Corp - Maintenance of Fire Station Alerting Systems - Renewal

1. On May 1, 2018, the City entered into a Service Agreement with Keylite Power & Lighting Corp. for an initial one (1) year period, commencing on May 1, 2018, and expiring on April 30, 2019.
2. Keylite Power and Lighting Corp. is the sole source supplier and service company for the G2 Fire Station Alerting system that was installed in all of City's Fire Stations in 2019. Keylite Power and Lighting Corp. provides the Fire Department with twenty-four hour service to the alerting systems for emergency call outs and repairs.
3. Section 10 of the Original Agreement authorizes the renewal of the Original Agreement for four (4) additional one (1) year periods upon mutual consent, evidenced by written Amendment.
4. On May 1, 2019, the Parties executed the First Amendment to the Original Agreement to extend the term thereof for one (1) year, commencing on May 1, 2019, and expiring on April 30, 2020.
5. On February 5, 2020, the Parties executed the Second Amendment to the Original Agreement to align the term with the City's fiscal year, extending the renewal period to September 30, 2021.
6. On June 16, 2021, the Parties executed the Third Amendment to the Original Agreement to extend the term thereof which will expire on September 30, 2022.

Agenda Request Form Continued (22-0138)

7. The Fire Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Fourth Amendment to extend the Agreement for an additional one (1) year term commencing on October 1, 2022, and expiring on September 30, 2023, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$42,654.68
- b) **Amount budgeted for this item in Account No:** 001-529-4003-534995-0000-000-0000 (Other Svc - IT)
- c) **Source of funding for difference, if not fully budgeted:** "Not Applicable."
- d) **1 year projection of the operational cost of the project:**

	FY 2022-23
Revenues	\$.00
Expenditures	\$42,654.68
Net Cost	\$42,654.68

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

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** "Not Applicable."
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** "Not Applicable."

(D) Vigilant Solutions, Inc. - ESA - License Plate Reader - Annual Hosting and Software Subscriptions & Maintenance - Renewal

1. On November 16, 2015, the City entered into an Enterprise Service Agreement with Vigilant Solutions for an initial one (1) year period, commencing on January 16, 2016 and expiring on January 16, 2018.
2. The City of Pembroke Pines Police Department utilizes Vigilant Solutions to provide software licenses for their license plate reader database, systems, and associated cameras.
3. Section III.A of the Original Agreement authorizes the extension of the Original Agreement for additional one (1) year Service Periods.
4. The Original Agreement has been extended six (6) times, with the Sixth Amendment

Agenda Request Form Continued (22-0138)

extending the term to September 30, 2022.

5. The Police Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve this Seventh Amendment for the one (1) year renewal term commencing on October 1, 2022, and expiring on September 30, 2023, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$53,560.00

b) Amount budgeted for this item in Account No: \$19,500 in

001-521-3001-546800-0000-000-0000: Maintenance Contracts; \$34,060 in

001-521-3001-534990-0000-000-0000: Other Svc.

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

d) 1 year projection of the operational cost of the project:

	FY 2022-23
Revenues	\$.00
Expenditures	\$53,560.00
Net Cost	\$53,560.00

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(E) Hillers Electrical Engineering, Inc. - Power Electric Engineering Services for Utilities Department - Renewal

1. On November 13, 2019, the City entered into an Agreement with Hillers Electrical Engineering, Inc. for an initial three (3) year period, which expires on November 12, 2022.

2. Hiller Electrical Engineering, Inc. provides the City's Utilities Department with electrical engineering services.

3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

Agenda Request Form Continued (22-0138)

4. On December 9, 2021, the Parties executed the First Amendment to the Original Agreement to revise the total compensation amount from \$225,000 annually for the three (3) year term to \$675,000 total for the initial term of the Agreement.

5. The Utilities Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve this Second Amendment to revise the compensation amount to \$225,000.00 annually and to renew the term for one (1) year which shall commence on November 13, 2022 and naturally expire on November 12, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Initial Cost:** \$225,000.00

b) **Amount budgeted for this item in Account No:** \$225,000.00 available in accounts:

\$12,500.00 available in account No. 471-533-6031-531100-0000-000-0000

\$65,000.00 available in account No. 471-535-6021-531100-0000-000-0000

\$47,500.00 available in account No. 471-535-6022-531100-0000-000-0000

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

d) **1 year projection of the operational cost of the**

	FY 2022-2023
Revenues	\$.00
Expenditures	\$225,000.00
Net Cost	\$225,000.00

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

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(F) Polydyne, Inc. - Purchase of CLARIFLOC A-3333P Polymer - Renewal

1. On November 13, 2019, the City entered into an Agreement with Polydyne, Inc. for an initial ten (10) months period, which expired on September 30, 2020.

2. Polydyne, Inc. provides the City's Utilities Department with CLARIFLOC A-3333P Polymer

Agenda Request Form Continued (22-0138)

for the Water Treatment Plant.

3. Section 4.2 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments, extending the term thereof.

4. To date, the Original Agreement has had two (2) amendments, which extended the term to September 30, 2022.

5. The Utilities Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Third Amendment to increase the total annual compensation from \$29,930.00 to \$33,000.00 based on an estimated usage of 20,000 pounds at a rate of \$1.65 and to renew the term for an additional one (1) year renewal term which shall commence on October 1, 2022, and naturally expire on September 30, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$33,000.00 (20,000 lbs(pounds) x \$1.65 per pound)

b) **Amount budgeted for this item in Account No:** A B.A. will be requested upon Commission's Approval for the amount of \$33,000.00 From the Account "Operating Chemicals #471-533-6031-552430-0000-000-0000-

c) **Source of funding for difference, if not fully budgeted:** N/A

d) **1 year projection of the operational cost of the project:**

	FY2022-2023
Revenues	\$.00
Expenditures	\$33,000.00
Net Cost	\$33,000.00

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

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(G) The School Board of Washington County, Florida, Panhandle Area Education Consortium ("PAEC") - Professional Development Plan for Teachers - Non-Renewal

Agenda Request Form Continued (22-0138)

1. On July 3, 2020, the City entered into an Agreement with The School Board of Washington County, Florida, Panhandle Area Education Consortium ("PAEC") for an initial one (1) year period, commencing July 1, 2020, and expiring June 30, 2021.
2. The Pembroke Pines-Florida State University Charter Elementary School participates in the professional development plan for teachers through the Panhandle Area Educational Consortium (PAEC). This professional development plan allows teachers to participate in trainings, record in-service points for re-certification, and fulfill requirements for added endorsements. PAEC requires approval for all plans and contracts through the governing board of each school.
3. Section VI of the Original Agreement authorized the renewal of the Original Agreement for one (1) year and on August 17th, 2021, the Parties renewed the Agreement for an additional term which expired on June 30, 2022. The Agreement does not provide for further renewals.
4. The Schools are satisfied with the performance and execution of the Original Agreement and will present a new agreement for these services on August 3rd, 2022 Commission Meeting (File ID# 22-0545).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2022

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

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

PRODUCER EPIC Insurance Brokers & Consultants 350 Hudson Street – 4 th Floor New York, NY 10014	Phone No.: (212) 488-0200 Fax No.: (212) 488-0220	CONTACT NAME: Laura Alvarez <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"> PHONE (A/C, No, Ext): 212.488.0427 E-MAIL laura.alvarez@epicbrokers.com ADDRESS: </td> <td style="width: 30%;"> FAX A/C. No: 212.488.0220 </td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: IRONSHORE SPECIALTY INSURANCE COMPANY</td> <td>25445</td> </tr> <tr> <td>INSURER B: HARTFORD FIRE INSURANCE COMPANY</td> <td>19682</td> </tr> <tr> <td>INSURER C: HARTFORD ACCIDENT AND INDEMNITY COMPANY</td> <td>22357</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	PHONE (A/C, No, Ext): 212.488.0427 E-MAIL laura.alvarez@epicbrokers.com ADDRESS:	FAX A/C. No: 212.488.0220	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: IRONSHORE SPECIALTY INSURANCE COMPANY	25445	INSURER B: HARTFORD FIRE INSURANCE COMPANY	19682	INSURER C: HARTFORD ACCIDENT AND INDEMNITY COMPANY	22357	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																		
INSURER E:																		
INSURER F:																		
INSURED Polydyne Inc. One Chemical Plant Road PO Box 250 Riceboro GA 31323																		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> <input type="checkbox"/> CLAIMS-MADE </td> <td style="width: 50%;"> <input checked="" type="checkbox"/> OCCUR </td> </tr> </table> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR	Y		IEPICB5ZFB002	12/31/2021	12/31/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$500,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$25,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000	MED EXP (Any one person)	\$25,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000		\$
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C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A		10WNR30600	12/31/2021	12/31/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">X</td> <td style="width: 45%;">PER STATUTE</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr><td></td><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr> <tr><td></td><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$1,000,000</td></tr> <tr><td></td><td>E.L. DISEASE - POLICY LIMIT</td><td>\$1,000,000</td></tr> </table>	X	PER STATUTE	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				
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	E.L. DISEASE - EA EMPLOYEE	\$1,000,000																					
	E.L. DISEASE - POLICY LIMIT	\$1,000,000																					
A	POLLUTION LIABILITY	Y		IEPICB5ZFB002	12/31/2021	12/31/2022	LIMIT: \$1,000,000 DEDUCTIBLE: \$250,000																

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 Additional Insured with regard to General Liability as required by written contract and in accordance with the policy provisions.

EXCESS POLICY PROVIDES EXCESS COVERAGE AFTER \$1M POLLUTION LIABILITY
 30 DAY CANCELLATION CLAUSE INCLUDED

CERTIFICATE HOLDER**CANCELLATION**

City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <div style="text-align: center;"> </div>
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City of Pembroke Pines

**SECOND AMENDMENT TO CONTINUING
PURCHASE AGREEMENT BETWEEN THE CITY
OF PEMBROKE PINES AND
POLYDYNE INC.**

THIS AMENDMENT ("Second Amendment"), dated this 4th day of August, 2021, is 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

POLYDYNE, INC., a Foreign Profit Corporation as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **1 Chemical Plant Road, Riceboro, GA 31323**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **November 13, 2019**, the Parties entered into the Continuing Purchase Agreement for the purchase of CLARIFLOC A-3333P ("Original Agreement") for an initial **ten (10) month period** which expired on **September 30, 2020**; and,

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

WHEREAS, on **June 3, 2020**, the Parties executed the First Amendment to the Original Agreement to renew the term of the Original Agreement for a one (1) year period which expired on **September 30, 2021**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire to revise the total amount not to exceed, supplement the terms contained therein, and to renew the term of Original Agreement, as amended, for a **one (1) year period** which shall commence on **October 1, 2021**, and naturally expire on **September 30, 2022**, set forth in this Second Amendment.

W I T N E S S E T H

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



City of Pembroke Pines

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

SECTION 2. Any language contained in this Second Amendment, or any subsequent amendment, which is in ~~strike through type~~ shall be deletions from the terms of the Original Agreement and language in underlined type shall be additions to the terms of the Original Agreement.

SECTION 3. The Original Agreement, as amended, is hereby renewed for a **one (1) year** period which shall commence on **October 1, 2021** and naturally expire on **September 30, 2022**.

SECTION 4. Section 5.1 of the Original Agreement, as amended, is hereby revised and amended as set forth below:

"5.1 CITY'S sole compensation to CONTRACTOR for the provision of the Commodities hereunder shall be in accordance with the unit pricing listed in the attached Exhibit "A". CONTRACTOR shall invoice the CITY on a monthly basis for the Commodities provided. The invoice shall include, but not be limited to: a description of the Commodities, the quantity of the Commodities provided, and any other information reasonably required by CITY. The total annual compensation shall not exceed ~~TWENTY-SEVEN THOUSAND, NINE HUNDRED AND FORTY-SIX DOLLARS (\$27,946.00)~~ TWENTY-NINE THOUSAND, NINE HUNDRED THIRTY DOLLARS AND 00/100 CENTS (\$29,930.00), which ~~consists as comprised~~ of the following:

- ~~Estimated annual cost of TWENTY-SEVEN THOUSAND DOLLARS (\$27,000.00) is based on estimated annual usage of twenty thousand (20,000) pounds at a rate of ONE DOLLAR AND FORTY-FIVE CENTS (\$1.35) per pound.~~
- ~~Additional annual freight cost of NINE HUNDRED FORTY-SIX DOLLARS (\$946.00).~~
- Estimated annual cost of TWENTY-NINE THOUSAND, NINE HUNDRED THIRTY DOLLARS AND 00/100 CENTS (\$29,930.00), based on estimated annual usage of twenty thousand, five hundred (20,500) pounds at a rate of ONE DOLLAR AND FORTY-SIX CENTS (\$1.46) per pound.

SECTION 5. Section 14.1 of the Original Agreement, as amended, is hereby revised and amended as set forth below:

14.1 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



City of Pembroke Pines

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, pandemic, act of God, war, riot, civil disturbance, sabotage, and governmental actions.

SECTION 6. 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 of:

6.1 Any amount if, 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

6.2 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:

6.2.1 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

6.2.2 Is engaged in business operations in Syria.

SECTION 7. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

7.1 Definitions for this Section:

7.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

7.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

7.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

7.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

7.2 Registration Requirement; Termination. Pursuant to Section 448.095,

*City of Pembroke Pines*

Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

7.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

7.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

7.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 8. 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 9. 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 10. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Second Amendment. The exhibits, if not physically attached, should be treated as part of this Second Amendment and are incorporated herein by reference.

SECTION 11. Each person signing this Second Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect



City of Pembroke Pines

to all provisions contained in this Second Amendment.

SECTION 12. This Second Amendment 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 Second Amendment 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.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:
Marlene D. Graham
August 12, 2021
E858EEF04EEF4F3...
MARLENE D. GRAHAM, CITY CLERK

BY: *Frank C. Ortis*
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

DocuSigned by:
Danielle Schwabe
August 12, 2021
013E807C191D4FF...
Print Name: Danielle Schwabe
OFFICE OF THE CITY ATTORNEY

DocuSigned by:
Charles F. Dodge
August 12, 2021
47B966ECFDAD4AC...
CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

POLYDYNE INC.

Signed By: *Boyd Stanley*
Print Name: Boyd Stanley
Title: Senior Vice-President



May 13, 2021

Mr. Tyler Harrel
City of Pembroke Pines
7960 Johnson Street
Pembroke Pines, FL 33024

Subject: Continuing Purchase Agreement – CLARIFLOC A-3333P Polymer

Dear Mr. Harrel,

Polydyne Inc. is pleased to offer the City of Pembroke Pines an extension of the referenced contract for an additional twelve (12) months.

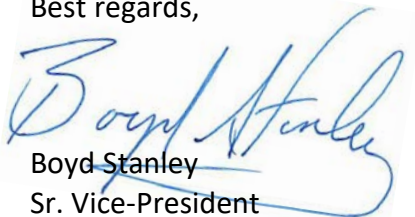
The product will remain unchanged for the renewal term October 1, 2021 through September 30, 2022, but we must propose a reasonable price adjustment as follows:

Product	Package	Current Unit Price	New Unit Price
CLARIFLOC A-3333P	55 Lb. Bags	\$1.35/Lb.	\$1.46/Lb.

Over the last year, the cost to manufacturing and supplying polymer has risen substantially and we are unable to continue to absorb these increases. Attached for your review, please find a copy of the most recent Bureau of Labor Statistics (BLS) Producer Price Index (PPI) for plastics material and resins mfg. This index is used by many large cities for the purpose of adjusting prices. You will note, the current increase is an unprecedented 36.8%. Please be assured we are closely monitoring our costs and working to remain the low-cost polymer supplier.

If the City is agreeable to this proposal, please send notification via email to Bids@polydyneinc.com. It has been a pleasure doing business with the City of Pembroke Pines and we look forward to continuing our valued partnership. Should you have any questions, please feel free to contact Chris Cherp, Technical Sales Representative, at (941) 961-3998.

Best regards,



Boyd Stanley
Sr. Vice-President



U.S. BUREAU OF LABOR STATISTICS

Databases, Tables & Calculators by Subject

Change Output Options:

From: 2011 ▾ To: 2021 ▾ 

☐ include graphs ☐ include annual averages

[More Formatting Options](#) 

Data extracted on: May 13, 2021 (2:22:59 PM)

PPI Industry Data

Series Id: PCU325211325211

Series Title: PPI industry data for Plastics material and resins mfg, not seasonally adjusted

Industry: Plastics material and resins mfg

Product: Plastics material and resins mfg

Base Date: 198012

Download:  [xlsx](#)

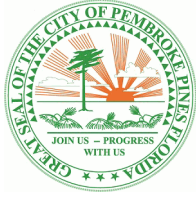
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2011	253.0	259.7	264.7	271.0	282.6	281.9	280.5	276.6	279.2	273.7	276.0	271.1
2012	275.9	279.6	283.4	283.9	283.1	280.3	277.0	277.5	274.0	276.9	276.9	276.3
2013	283.1	287.7	290.9	289.4	287.1	288.1	287.1	288.2	288.8	289.2	291.3	291.5
2014	294.7	297.8	300.0	301.1	300.5	298.2	300.2	302.8	305.0	307.1	303.2	295.7
2015	285.4	280.8	274.0	273.2	274.1	275.6	273.8	270.7	264.5	261.4	260.2	261.2
2016	256.7	255.4	254.3	254.0	257.2	260.1	259.9	259.5	260.7	263.3	262.2	258.1
2017	260.1	265.1	269.2	273.8	274.1	272.9	270.3	269.9	272.6	277.2	278.8	280.3
2018	275.1	278.0	282.7	280.7	285.1	288.0	289.0	292.6	290.4	291.4	286.8	282.2
2019	276.5	275.8	273.9	273.9	275.7	273.2	272.7	273.1	273.3	273.8	271.2	266.1
2020	265.7	269.6	268.6	255.8	249.0	251.1	254.5	261.2	262.3	272.2	273.6	279.1
2021	286.8(P)	300.8(P)	329.1(P)	349.4(P)								

P : Preliminary. All indexes are subject to revision four months after original publication.

+36.8%

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20212-0001

Telephone: 1-202-691-5200 Federal Relay Service: 1-800-877-8339 www.bls.gov [Contact Us](#)



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 27.

File ID: 21-0687

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 07/27/2021

Short Title: Contracts Database Report - August 4th, 2021

Final Action: 08/04/2021

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) Edgenuity, Inc. - Student Online Services-Renewal
- (C) Nearpod, Inc. - Student Engagement Platform - Renewal
- (D) The School Board of Washington County, Florida, Panhandle Area Education Consortium ("PAEC") - Professional Development Plan for Teachers - Renewal
- (E) Granicus, Inc. - Legistar Software Maintenance - Renewal
- (F) Pines Care Medical Center, LLC - Lease Agreement (Silver Emporium) - Renewal
- (G) Cobblestone Systems Corp.-Contracts Management Software- Renewal
- (H) Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. - Trustee Partnership Agreement - Renewal
- (I) FileOnQ, Inc. - Public Safety Platform - Renewal
- (J) Municipal Emergency Services, Inc. - Purchase of Police Uniforms - Renewal
- (K) Choices for Life, Inc.-Business Lease-Renewal
- (L) Custom Tree Care, Inc. - Disaster and Debris Management Services - Renewal

Agenda Request Form Continued (21-0687)

(M) D & J Enterprises, Inc. - Disaster and Debris Management Services - Renewal

(N) TFR Enterprises, Inc. - Disaster and Debris Management Services - Renewal

(O) Mulch CO-OP (Advanced Mulch, Inc., Adwood, Inc., Eastcoast Mulch and Superior Mulch) - Mulch CO-OP Agreement # E-42-17 - Renewal

(P) Miami Art Services-Art Installation at the Frank Gallery-Renewal

(Q) Sierra Lifecare, Inc-Professional Nursing Services- Renewal

(R) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal

(S) Polydyne, Inc.-Purchase of Polymer- Second Renewal

***Agenda Date:** 08/04/2021

Agenda Number: 27.

Internal Notes:

Attachments: 1. Contracts Database Report - August 4, 2021, 2. A. In Rem Solutions, Inc-Grant Writing Services- (AB), 3. B. Edgenuity-Online Services for Charter Schools (All Backup), 4. C. Nearpod FY2021-22 Agreement (all backup), 5. D. PAEC PDC Resolution 2021-2022 (all backup), 6. E. Granicus Inc - Legistar Software Maintenance and CC Services (All Backup), 7. F. Pines Care Medical Center LLC - Acct#2461 (Silver Emporium) (AB), 8. G. Cobblestone Systems Corp. - Contracts Management (Orig & 2nd Year) (All Backup), 9. H. MPPRCC - Partnership Agreement - (AB), 10. I. FileOnQ, Inc - Public Safety Platform (ALL BACKUP), 11. J. Municipal Emergency Services, Inc. (Argo) - Purchase of Police Uniforms (AB), 12. K. Choices for Life, Inc. - Commercial Lease Agreement (All Backup), 13. L. Custom Tree Care, Inc. - Disaster & Debris Management (all backup), 14. M. D & J Enterprises, Inc. - Disaster & Debris Management (all backup), 15. N. TFR Enterprises, Inc. - Disaster & Debris Management (all backup), 16. O. City of Pompano Beach - Mulch Co-Op Agreement E-42-17 (All Backup), 17. P. Miami Art Services LLC - Art Installation Services - ALL BACKUP, 18. Q. Sierra Lifecare Inc-Professional Nursing & Healthcare Services-(Orig-2nd) (AB), 19. R. Civic Plus, Inc. - City Website etc. (all backup), 20. S. Polydyne - Purchase of Polymer 2nd Amendment (ALL Backup)

1	City Commission	08/04/2021	approve	Pass
	Action Text: A motion was made to approve on the Consent Agenda			
			Aye: - 5	Mayor Ortis, Vice Mayor Good Jr., Commissioner Castillo,
				Commissioner Siple, and Commissioner Schwartz
			Nay: - 0	

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE

Agenda Request Form Continued (21-0687)

FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

- (A) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal
- (B) Edgenuity, Inc. - Student Online Services-Renewal
- (C) Nearpod, Inc. - Student Engagement Platform - Renewal
- (D) The School Board of Washington County, Florida, Panhandle Area Education Consortium ("PAEC") - Professional Development Plan for Teachers - Renewal
- (E) Granicus, Inc. - Legistar Software Maintenance - Renewal
- (F) Pines Care Medical Center, LLC - Lease Agreement (Silver Emporium) - Renewal
- (G) Cobblestone Systems Corp.-Contracts Management Software- Renewal
- (H) Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. - Trustee Partnership Agreement - Renewal
- (I) FileOnQ, Inc. - Public Safety Platform - Renewal
- (J) Municipal Emergency Services, Inc. - Purchase of Police Uniforms - Renewal
- (K) Choices for Life, Inc.-Business Lease-Renewal
- (L) Custom Tree Care, Inc. - Disaster and Debris Management Services - Renewal
- (M) D & J Enterprises, Inc. - Disaster and Debris Management Services - Renewal
- (N) TFR Enterprises, Inc. - Disaster and Debris Management Services - Renewal
- (O) Mulch CO-OP (Advanced Mulch, Inc., Adwood, Inc., Eastcoast Mulch and Superior Mulch) - Mulch CO-OP Agreement # E-42-17 - Renewal
- (P) Miami Art Services-Art Installation at the Frank Gallery-Renewal
- (Q) Sierra Lifecare, Inc-Professional Nursing Services- Renewal
- (R) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal
- (S) Polydyne, Inc.-Purchase of Polymer- Second Renewal

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 17th, 2018 *nunc pro tunc* October 1st, 2017, the City entered into a Professional Grant Writing Services Agreement with In Rem Solutions, Inc. for an initial one (1) year period, which expired on September 30th, 2018.
2. The City of Pembroke Pines Administration Department utilizes In Rem Solutions, Inc. to provide Professional Writing Services.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal period upon mutual consent of the Parties.
4. To date the Agreement has had four (4) Amendments, including four (4) one (1) year renewals which extended the term of the Original Agreement to September 30th, 2021.
5. The Administration Department has been satisfied with the performance and execution of the Original Agreement and recommends the City Commission approve the Fifth Amendment to extend the term for an additional one (1) year term which shall commence on October 1st, 2021 and naturally expire on September 30th, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** Estimated annual amount \$75,000. (\$150.00 per hour, on an as-needed basis. Annual cost is based on approved projects.)
- b) **Amount budgeted for this item in Account No:** 1-519-0800-531500-0000-000-0000 (Professional Services Other)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** Not Applicable

(B) Edgenuity, Inc. - Student Online Services-Renewal

Agenda Request Form Continued (21-0687)

1. On August 5, 2020, the City entered into the Original Agreement with Edgenuity, Inc. for a one (1) year period, commencing on August 1, 2020 and naturally expiring on July 31, 2021.
2. Edgenuity, Inc. is an online content provider that specializes in providing K-12 digital educational resources and instructional services to the City's Charter Schools.
3. Section 8a of the Original Agreement authorizes the renewal of the Original Agreement for an additional one (1) year renewal term upon mutual consent, evidenced by a written Amendment.
4. The City's Charter Schools are satisfied with the performance and execution of the Original Agreement and recommend that the City Commission approve this First renewal for the one (1) year renewal term commencing on August 1, 2021 and expiring on July 31, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Estimated Renewal Cost: \$56,250

b) Amount budgeted for this item in Account No: The estimated renewal cost of \$56,250 to be budgeted within the FY2021-22 Charter School budget within the following budget accounts pending the number of enrollments:

School Site	Account Description	Account Coding	Amount
West Middle	Software <1000 &/or licenses	171-569-5052-552652-5102-369-0000-00553	\$ 17,000.00
West Middle	Professional &Tech Services	171-569-5052-531310-6400-310-0000-00553	\$ 750.00
Central Middle	Software <1000 &/or licenses	171-569-5052-552652-5102-369-0000-00554	\$ 17,000.00
Central Middle	Professional &Tech Services	171-569-5052-531310-6400-310-0000-00554	\$ 750.00
AVHS	Software <1000 &/or licenses	172-569-5053-552652-5103-369-0000-	\$ 20,000.00
AVCS	Professional &Tech Services	172-569-5053-531310-6400-310-0000-	\$ 750.00
	Total		\$ 56,250.00

- c) Source of funding for difference, if not fully budgeted:** Not applicable
- d) 5 year estimated projection of the operational cost of the project:** Not applicable
- e) Detail of additional staff requirements:** Not applicable

(C) Nearpod, Inc. - Student Engagement Platform - Renewal

1. On September 3, 2020, the City entered into an Agreement with Nearpod, Inc. for an initial one (1) year period, commencing on August 17, 2020 and expiring on October 6, 2021.
2. Nearpod, Inc. provides licenses for access to Nearpod and Flocabulary online learning materials for the City's Charter Schools, grades K-12.
3. The Original Agreement allows for the term to be renewed automatically for successive periods of one (1) year.

Agenda Request Form Continued (21-0687)

4. The City's Charter Schools are satisfied with the performance and execution of the Original Agreement and recommend that the City Commission approve the Renewal Agreement for the term commencing on October 7, 2021 and expiring on October 6, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$47,700.00

b) Amount budgeted for this item in Account No:

East Elementary	170-569-5051-552652-5101-369-0000-00550	\$3,996
East Elementary	170-569-5051-552652-5102-369-0000-00550	\$1,967
West Elementary	170-569-5051-552652-5101-369-0000-00551	\$3,975
West Elementary	170-569-5051-552652-5102-369-0000-00551	\$1,988
Central Elementary	170-569-5051-552652-5101-369-0000-00552	\$3,995
Central Elementary	170-569-5051-552652-5102-369-0000-00552	\$1,968
West Middle	171-569-5052-552652-5102-369-0000-00553	\$5,963
Central Middle	171-569-5052-552652-5102-369-0000-00554	\$5,962
Academic Village	172-569-5053-552652-5102-369-0000	\$5,962
Academic Village	172-569-5053-552652-5103-369-0000	\$5,962
FSU	173-569-5061-552652-5101-369-0000	\$3,995
FSU	173-569-5061-552652-5102-369-0000	<u>\$1,967</u>
Total		\$47,700

(Non-capital Software & License -Software < than \$1000 &/or lic)

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

(D) The School Board of Washington County, Florida, Panhandle Area Education Consortium ("PAEC") - Professional Development Plan for Teachers - Renewal

1. On June 30, 2020, the City entered into an Agreement with The School Board of Washington County, Florida, Panhandle Area Education Consortium ("PAEC") for an initial one (1) year period, commencing July 1, 2020 and expiring June 30, 2021.

2. The Pembroke Pines-Florida State University Charter Elementary School participates in the professional development plan for teachers through the Panhandle Area Educational Consortium (PAEC.) This professional development plan allows teachers to participate in trainings, record in-service points for re-certification, and fulfill requirements for added endorsements. PAEC requires approval for all plans and contracts through the governing board of each school.

3. Section VI of the Original Agreement authorizes the renewal of the Original Agreement for an additional one (1) year renewal term. Dean Damon Andrew from the Florida State University

Agenda Request Form Continued (21-0687)

District has signed the contract to renew the professional development plan for the teachers of the Pembroke Pines-Florida State University Charter Elementary School. In addition, the dues for these services will be paid by Florida State University.

4. The Charter School FSU Campus is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this renewal for the term commencing July 1, 2021 and ending June 30, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$0.00
- b) **Amount budgeted for this item in Account No:** Not Applicable
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable

(E) Granicus, Inc. - Legistar Software Maintenance - Renewal

1. 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.

2. The City of Pembroke Pines City Clerk Department utilizes Granicus, Inc. to provide Legistar Software Maintenance and Closed Captioning Services.

3. Section 8.1 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. The City included additional services into the Original Agreement on December 21, 2016 (HD Streaming), January 8, 2018 (Recurring Captioning Services), and March 5, 2018 (Closed captioning of archived footage), through the First, Second and Third Amendments, respectively.

5. The City executed the Fourth and Fifth Amendments on October 2, 2019 and on August 24, 2020, respectively, which renewed the term of the Original Agreement, as amended, for the first and second, one (1) year renewal terms, with the current term expiring on September 30, 2021.

6. The City Clerk Department has been satisfied with the performance and execution of the Original Agreement and recommends the City Commission approve this Sixth Amendment for the third, one (1) year renewal term commencing on October 1, 2021 and expiring on September 30, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$73,735.33
- b) **Amount budgeted for this item in Account No:** 001-519-1001-534995-0000-000-0000

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(Maintenance Contracts)

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

(F) Pines Care Medical Center, LLC - Lease Agreement (Silver Emporium) - Renewal

1. On November 4th, 2013, the City entered into an Agreement with Pines Care Medical Center, LLC for an initial three (3) year period, which expired on November 3rd, 2016.

2. Pines Care Medical Center, LLC leases the premises Silver Emporium located at 501 NW 103rd Avenue, Pembroke Pines, FL 33026.

3. The Original Agreement, as amended, may be renewed upon the mutual consent of the City and Pines Care Medical Center, LLC, as evidenced by a written amendment extending the term thereof.

4. On January 4th, 2017, the City executed the First amendment to the Original Agreement to extend the term of the Original Agreement up to and including November 3rd, 2021.

5. The Community Services Department is satisfied with the performance of the Original Agreement and recommends that the City Commission approve this Second Amendment for an additional three (3) year period commencing on November 4th, 2021 and ending on November 3rd, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Revenue:** \$73,064.52 - Rent Charge as of 11/1/2021 is \$5,717.10 plus Tax \$371.61 for a total amount of \$6,088.71.

b) **Amount budgeted for this item in Account No:** 001-000-8002-362030-0000-000-0000
(Rental - City Facilities)

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

d) **3 year projection of the operational cost of the project:**

	Year 1	Year 2	Year 3
Revenue	\$66,975.81	\$73,064.52	\$6,088.71
Expenditures	\$0.00	\$0.00	\$0.00
Net Revenue	\$66,975.81	\$73,064.52	\$6,088.71

(G) Cobblestone Systems Corp.-Contracts Management Software- Renewal

1. On November 13, 2019, the City Commission approved and the City entered into a Hosted Software License Agreement with Cobblestone Systems Corp. for an initial one (1) year period, which expired on November 25, 2020.

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2. The City of Pembroke Pines Finance Department utilizes CobbleStone Systems Corp to provide contract management software allowing for document management, contract routing work-flow, task-tracking and online approval process.
3. Section 2 of the Original Agreement allows for additional one (1) year renewal terms.
4. On August 5, 2020, the City Commission approved the first renewal of the Agreement for a one (1) year renewal term which naturally expires on November 25, 2021.
5. The Finance Department recommends that the City Commission approve the continuation of the Original Agreement for the second one (1) year renewal term commencing on November 26, 2021 and expiring on November 25, 2022, as allowed by the Original Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$25,517.27
- b) **Amount budgeted for this item in Account No:** 1-513-2001-552652-0000-000-0000
(Non-Capital Software and License)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **1 year projection of the operational cost of the project:** Not Applicable

	FY-2022
Revenues	0.00
Expenditures	\$25,517.27
Net Cost	\$25,517.27

**(H) Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. - Trustee
Partnership Agreement - Renewal**

1. On December 6th, 2016, the City entered into a Trustee Partnership Agreement with The Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. for an initial one (1) year period, which expired on November 30th, 2017.
2. The Partnership Agreement allows a relationship between the City and the Chamber to increase the level of member benefits offered by the Chamber, and facilitate the growth of the Chamber for the benefit of the residents and businesses in the regional community.
3. Section 3.1 of the Original Agreement, as amended authorizes the renewal of the Original Agreement on an annual basis upon mutual consent, evidenced by a written Amendment extending the term thereof.
4. To date the Agreement has had four (4) Amendments, including four (4) additional one (1) year renewal periods which extended the term of the Original Agreement, as amended to November 30th, 2021.
5. The Planning & Economic Development Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this

Agenda Request Form Continued (21-0687)

Fifth Amendment for an additional one (1) year period commencing December 1st, 2021 and ending November 30th, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$8,000.00

b) Amount budgeted for this item in Account No:

001-519-800-554100-0000-000-0000-00000 (Memberships Dues Subscription)

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

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

	Year 1	Year 2
Revenues	\$.00	\$.00
Expenditures	\$6,666.70	\$1,333.30
Net Cost	\$6,666.70	\$1,333.30

(I) FileOnQ, Inc. - Public Safety Platform - Renewal

1. On January 10th, 2018, the City entered into a purchase and maintenance Agreement with FileOnQ, Inc. for an initial one (1) year period, which expired on January 14th, 2019.

2. The City of Pembroke Pines Police Department contracts FileOnQ, Inc, to provide the software and software maintenance for a public safety platform comprised of EvidenceOnQ (property-evidence management software), DigitalOnQ (digital evidence management software), and OnQ QuarterMaster (supply-equipment management software).

3. Section 3.4 of the Original Agreement authorizes the renewal of the Original Agreement for three (3) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment extending the term thereof.

4. To date the Agreement has had three (3) amendments, extending the term of the Original Agreement to September 30th, 2021.

5. The Police Department has been satisfied with the performance and execution of the Original Agreement, as amended and recommends the City Commission to approve this Fourth Amendment to extend the term of the Original Agreement for an additional one (1) year period commencing on October 1st, 2021 and expiring on September 30th, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$24,851.00

b) Amount budgeted for this item in Account No: 001-521-3001-534995-0000-000-0000 (Other Svc - IT)

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

Agenda Request Form Continued (21-0687)**d) 5 year projection of the operational cost of the project** Not Applicable**(J) Municipal Emergency Services, Inc. - Purchase of Police Uniforms - Renewal**

1. On November 30th, 2015, the City entered into an Agreement with Gold Nugget Uniform d/b/a Argo Uniform for an initial two (2) year period, which expired on October 31st, 2017.
2. The City's Police Department utilized Gold Nugget Uniform d/b/a Argo uniform to purchase uniforms and accessories for all uniformed employees on an as-needed basis.
3. Section 2.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) year periods based on Contractor's acceptance level of performance, approval funding by the City Commission and upon mutual written consent, evidenced by a written Amendment to the Original Agreement, as amended extending the term thereof.
4. To date the Agreement has had two (2) Amendments, including two (2) additional two (2) year renewals which extended the term of the Agreement to October 31st, 2021.
5. On or about May 18th, 2021, Gold Nugget Uniform, Inc. d/b/a Argo Uniform Co. was acquired by Municipal Emergency Services, Inc.
6. The City and Municipal Emergency Services, Inc. signed an Assignment and Assumption Agreement, subject to ratification by the City Commission on August 4th, 2021 Commission meeting.
7. The City's Police Department is satisfied with the performance and execution of the Original Agreement, as amended and recommends that the City Commission approve this Second Amendment to extend the term for an additional two (2) year renewal term commencing on November 1st, 2021 and ending on October 31st, 2023 and ratify the City Manger's approval of the Assignment and Assumption Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$105,000.00

b) Amount budgeted for this item in Account No: \$95,000.00 in account # 001-521-3001-552600-0000-000-0000 (Clothing/Uniform); and \$10,000.00 in account # 001-529-3001-552600-0000-000-0000-09007 (Clothing/Uniform).

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

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

	Current FY	Year 2	Year 3
Revenues	\$.00	\$.00	\$.00
Expenditures	\$96,250.00	\$105,000.00	\$8,750.00
Net Cost	\$96,250.00	\$105,000.00	\$8,750.00

(K) Choices for Life, Inc.-Business Lease-Renewal

1. On October 15, 2020, the City entered into an Agreement with Choices for Life, Inc. for an initial one (1) year period, which naturally expires on November 1, 2021.
2. Choices for Life, Inc. leases the premises located at 6700 NW 13 St., Pembroke Pines, FL 33025.
3. Section 2.1 of the Original Agreement authorizes the renewal of the Original Agreement for four (4) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Public Services Department would like to extend the Business Lease Agreement for an additional one (1) year period commencing on November 2, 2021 and expiring on November 1, 2022.

FINANCIAL IMPACT DETAIL:

- a) Renewal Revenue:** \$56,896.08
- b) Amount budgeted for this item in Account No:** Funds are currently budgeted for this project in account #001-000-6001-362030-0000-000-0000 (Rental city facilities)
- c) Source of funding for difference, if not fully budgeted:** Not Applicable
- d) 5 year projection of the operational cost of the project** Not Applicable

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$56,896.08	\$56,896.08	\$56,896.08	\$56,896.08	\$56,896.08
Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Revenue	\$56,896.08	\$56,896.08	\$56,896.08	\$56,896.08	\$56,896.08

(L) Custom Tree Care, Inc. - Disaster and Debris Management Services - Renewal

1. On September 13, 2018, the City entered into an Agreement with Custom Tree Care, Inc. for an initial three (3) year period, commencing on September 1, 2018 and expiring on October 30, 2021.
2. Custom Tree Care, Inc. provides disaster and debris management services on an as-needed basis in the event of a City, County, State or Federally declared emergency.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional three (3) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The City Administration is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the

Agenda Request Form Continued (21-0687)

first three (3) year renewal term commencing on October 31, 2021 and expiring on October 30, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: None at this time.

b) Amount budgeted for this item in Account No: Funds are not budgeted for this item as this solicitation is to be used on an as needed basis in an emergency situation resulting from catastrophic events, such as Hurricanes. FEMA's regulations require the City to have a pre-positioned written contract with its consultants to be used in Catastrophic Events. This agreement would potentially be invoked for City, County, State and Federally declared emergency disaster events which threatens the life, safety or welfare of the citizens of Pembroke Pines.

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

(M) D & J Enterprises, Inc. - Disaster and Debris Management Services - Renewal

1. On September 13, 2018, the City entered into an Agreement with D & J Enterprises, Inc. for an initial three (3) year period, commencing on September 1, 2018 and expiring on October 30, 2021.

2. D & J Enterprises, Inc. provides disaster and debris management services on an as-needed basis in the event of a City, County, State or Federally declared emergency.

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

4. The City Administration is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the first three (3) year renewal term commencing on October 31, 2021 and expiring on October 30, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: None at this time.

b) Amount budgeted for this item in Account No: Funds are not budgeted for this item as this solicitation is to be used on an as needed basis in an emergency situation resulting from catastrophic events, such as Hurricanes. FEMA's regulations require the City to have a pre-positioned written contract with its consultants to be used in Catastrophic Events. This agreement would potentially be invoked for City, County, State and Federally declared emergency disaster events which threatens the life, safety or welfare of the citizens of Pembroke Pines.

Agenda Request Form Continued (21-0687)

- 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

(N) TFR Enterprises, Inc. - Disaster and Debris Management Services - Renewal

1. On September 13, 2018, the City entered into an Agreement with TFR Enterprises, Inc. for an initial three (3) year period, commencing on September 1, 2018 and expiring on October 30, 2021.
2. TFR Enterprises, Inc. provides disaster and debris management services on an as-needed basis in the event of a City, County, State or Federally declared emergency.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional three (3) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The City Administration is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the first three (3) year renewal term commencing on October 31, 2021 and expiring on October 30, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** None at this time.
- b) **Amount budgeted for this item in Account No:** Funds are not budgeted for this item as this solicitation is to be used on an as needed basis in an emergency situation resulting from catastrophic events, such as Hurricanes. FEMA's regulations require the City to have a pre-positioned written contract with its consultants to be used in Catastrophic Events. This agreement would potentially be invoked for City, County, State and Federally declared emergency disaster events which threatens the life, safety or welfare of the citizens of Pembroke Pines.
- 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

(O) Mulch CO-OP (Advanced Mulch, Inc., Adwood, Inc., Eastcoast Mulch and Superior Mulch) - Mulch CO-OP Agreement # E-42-17 - Renewal

1. On November 14th, 2017, the City of Pompano Beach approved to enter into a CO-OP Agreement with Advanced Mulch, Inc., Adwood, Inc., Eastcoast Mulch, and Superior Mulch for an initial one (1) year period which expired on November 14th, 2018.
2. The Public Services and Recreation and Cultural Arts Departments purchase various types of mulch from Advanced and Eastcoast Mulch.

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3. The Original Agreement allows for four (4) additional one (1) year renewal periods upon mutual consent.
4. The Original Agreement has been renewed three (3) times extending the term to November 14th, 2021.
5. The renewal letter from the City of Pompano Beach for the last renewal period will be provided once it has been approved by its Commission. The City's Contracts Division confirmed with the City of Pompano Beach that the aforementioned Agreement is in process of being renewed for the last renewal period and it is anticipated to be completed by the end of August or beginning of September 2021.
6. As a member of the Southeast Florida Governmental Purchasing Co-operative Group, the City of Pembroke Pines benefits by utilizing the buying power of the combined participating group of governmental agencies throughout Miami-Dade, Broward and Palm Beach counties to provide cost savings and cost avoidances for the combined requirements for common basic items. In addition, the lead agency for the Co-Op contract also manages the renewal documentation and works closely with the contractor(s) which alleviates certain additional management responsibilities that the City would need to do if the City establishes its own contract for the services, therefore utilizing the Co-Op contract provides additional efficiencies.
7. The Public Services Department recommends that the City approves the utilization of the last renewal term, of the CO-OP Agreement, commencing on November 15th, 2021 and ending on November 14th, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$250,000 estimated annual cost to be utilized on as needed basis
- b) **Amount budgeted for this item in Account No:** Funds are budgeted in account # 001-539-6004-546161-0000-000-0000- (R&M Landscaping) and 001-572-7001-546150-0000-000-0000- (R&M Land Bldg. & Improvement)
- 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

	FY21-22	FY22-23
Revenues	\$.00	\$.00
Expenditures	\$221,154.00	\$28,846.00
Net Cost	\$221,154.00	\$28,846.00

(P) Miami Art Services - Art Installation at the Frank Gallery - Renewal

1. On August 21, 2019, the City commission approved the Agreement between the City and Miami Art Services, Inc. for an initial two (2) year period, naturally expiring September 30, 2021.

Agenda Request Form Continued (21-0687)

2. Miami Art Services, Inc. provides professional art installation services at the Frank art gallery.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the first two (2) year renewal term commencing October 1, 2021 and ending September 30, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$52,000 over a two year period
- b) **Amount budgeted for this item in Account No:**
001-573-7010-534990-0000-000-0000-00350 (Other Services)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **2 year projection of the operational cost of the project**

	Current FY	Year 2
Revenues	\$0	\$0
Expenditures	\$26,000	\$26,000
Net Cost	\$26,000	\$26,000

(Q) Sierra Lifecare, Inc - Professional Nursing Services - Renewal

1. On November 1, 2017, the City Commission approved the Professional Services Agreement between the City and Sierra Lifecare, Inc. for an initial two (2) year period which expired on July 31, 2019.
2. Sierra Lifecare, Inc. provides the Pembroke Pines Charter Schools with professional nursing services on an as needed basis.
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. On June 4, 2018, the City Commission approved the First Amendment to the Original Agreement to include nursing services for the City's summer camp program for an initial two (2) month period expiring on August 10, 2018.
5. On May 15, 2019, the City Commission Approved the Second Amendment to the Original Agreement, as amended, to renew the terms of the Agreement, as amended, for a two (2) year period commencing on August 1, 2019 and naturally expiring on August 31, 2021.

Agenda Request Form Continued (21-0687)

6. The City's Recreation and Cultural Arts Department recommend the City Commission approve this Third Amendment for the last two (2) year renewal term commencing on September 1, 2021 and expiring on August 31, 2023, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$6,100 (on as needed basis based on needs of campers.)
- b) **Amount budgeted for this item in Account No:** 001-572-7001-534990-0000-000-0000 (Other Services)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **2 year projection of the operational cost of the project**

	Year 1	Year 2
Revenues	\$0.00	\$0.00
Expenditures	\$6,100.00	\$6,100.00
Net Cost	\$6,100.00	\$6,100.00

(R) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal

1. On February 27, 2019, the City entered into a Service Agreement with Civic Plus, Inc. commencing on February 27, 2019.
2. The City of Pembroke Pines Technology Services Department utilizes Civic Plus, Inc. to provide the City Website, the City Subsite Intranet, the School Subsites, and Audio Eye services, and the Recreation and Cultural Arts Department utilizes Civic Plus, Inc. to provide Recreation registration software.
3. Section 1 of the Original Agreement allows for the agreement to remain in effect unless terminated by either party.
4. Upon implementation of the AudioEye module, the City requested to have all subscriptions renew simultaneously on January 31, 2020.
5. On January 15, 2020, the City Commission approved the first one (1) year continuation of the Agreement commencing on January 31, 2020 and ending on January 30, 2021.
6. On August 5, 2020, the City Commission approved the second one (1) year continuation of the Agreement commencing on January 31, 2021 and ending on January 30, 2022.
7. Both, the Technology Services and the Recreation and Cultural Arts Departments recommend that the City Commission approve the one (1) year continuation commencing on January 31, 2022 and ending on January 30, 2023, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

Agenda Request Form Continued (21-0687)

- a) **Renewal Cost:** \$94,581.18
- b) **Amount budgeted for this item in Account No:** Account:
001-513-2002-546801-0000-000-0000- (I.T. Maintenance contracts)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:**

	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditures	\$93,079.89	\$97,733.88	\$102,620.58	\$107,751.60	\$113,139.18
Net Cost	\$93,079.89	\$97,733.88	\$102,620.58	\$107,751.60	\$113,139.18

(S) Polydyne, Inc.-Purchase of Polymer-Second Renewal

1. On November 13, 2019, the City Commission approved the City to enter into a Continuing Purchase Agreement with Polydyne, Inc. for an initial period of ten months, expiring September 30, 2020.
2. The City of Pembroke Pines Utilities Department utilizes Polydyne, Inc.to provide CLARIFLOC A-3333P polymer for the Water Treatment Plant.
3. Section 4.2 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On June 3, 2020, the City Commission approved the First Amendment between the City and Polydyne, Inc. which renewed the Original Agreement for an additional one (1) year period commencing on October 1, 2020 and naturally expiring on September 30, 2021.
5. The Utilities Department recommends that the City Commission approve this Second Amendment for the second one (1) year renewal term commencing on October 1, 2021 and expiring on September 30, 2022 as allowed by the Original Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$29,930 (\$1.46/lb x 20,500 lbs)
- b) **Amount budgeted for this item in Account No:** \$29,930 available in Account No.
471-533-6031-552430-0000-000-0000 (Operating Chemicals)
- 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/31/2020

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 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 EPIC Insurance Brokers & Consultants 350 Hudson Street – 4 th Floor New York, NY 10014	Phone No.: (212) 488-0200 Fax No.: (212) 488-0220	CONTACT NAME: Laura Alvarez PHONE (A/C, No, Ext): 212.488.0427 E-MAIL: laura.alvarez@epicbrokers.com ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: IRONSHORE SPECIALTY INSURANCE COMPANY</td> <td>25445</td> </tr> <tr> <td>INSURER B: HARTFORD FIRE INSURANCE COMPANY</td> <td>19682</td> </tr> <tr> <td>INSURER C: HARTFORD ACCIDENT AND INDEMNITY COMPANY</td> <td>22357</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: IRONSHORE SPECIALTY INSURANCE COMPANY	25445	INSURER B: HARTFORD FIRE INSURANCE COMPANY	19682	INSURER C: HARTFORD ACCIDENT AND INDEMNITY COMPANY	22357	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																
INSURER F:																
INSURED Polydyne Inc. One Chemical Plant Road PO Box 250 Riceboro GA 31323																

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		IEPICB5ZFB001	12/31/2020	12/31/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			10ABR30602	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS\$			IEELCASB5ZFD001	12/31/2020	12/31/2021	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	10WNR30600	12/31/2020	12/31/2021	<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
A	POLLUTION LIABILITY	Y		IEPICB5ZFB001	12/31/2020	12/31/2021	LIMIT: \$1,000,000 DEDUCTIBLE; \$250,000

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 additional insured where required by contract.

EXCESS POLICY PROVIDES EXCESS COVERAGE AFTER \$1M POLLUTION LIABILITY
 30 DAY CANCELLATION CLAUSE INCLUDED

CERTIFICATE HOLDER**CANCELLATION**

City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Laura Alvarez</i></p>
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**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
POLYDYNE, INC.**

THIS IS AN AGREEMENT ("Agreement"), dated this 3rd 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

POLYDYNE, INC., a for Profit Corporation as listed with the Delaware Division of Corporations, authorized to do business in the State of Florida, and with a business address of **1 Chemical Plant Road, Riceboro, GA 31323**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **November 13, 2019**, the CITY and CONTRACTOR entered into the Original Agreement ("Original Agreement") for an initial 10 month period, commencing on **November 13, 2019** and expiring on **September 30, 2020**; and,

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

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

WHEREAS, the Parties further desire to execute the 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 set forth below:

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

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



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

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

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

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



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

ATTEST:

CITY:

MARLENE D. GRAHAM,
CITY CLERK

6/9/2020

CITY OF PEMBROKE PINES

BY:

CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

Print Name: SAMUEL C. GUTER
OFFICE OF THE CITY ATTORNEY



CONTRACTOR:

POLYDYNE, INC.

By:

Name: Boyd Stanley

Title: Vice-President

Date: 5/22/2020



May 18, 2020

Mr. Tyler Harrel
City of Pembroke Pines
7960 Johnson Street
Pembroke Pines, FL 33024

Subject: Continuing Purchase Agreement – CLARIFLOC A-3333P Polymer

Dear Mr. Harrel,

Polydyne Inc. is pleased to offer the City of Pembroke Pines an extension of the referenced contract for an additional twelve (12) months.

The current product and price will remain unchanged for the renewal term October 1, 2020 through September 30, 2021 as follows:

Product	Unit Price	Package
CLARIFLOC A-3333P	\$1.35/Lb.	55 Lb. Bags

All other terms and conditions will likewise remain the same.

If the City is agreeable to this proposal, please send notification via email to Bids@polydyneinc.com. It has been a pleasure doing business with the City of Pembroke Pines and we look forward to continuing our valued partnership. Should you have any questions, please feel free to contact Chris Cherp, Technical Sales Representative, at (941) 961-3998.

Best regards,

Boyd Stanley
Vice-President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2020

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.

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PRODUCER EPIC Insurance Brokers & Consultants 350 Hudson Street – 4 th Floor New York, NY 10014	Phone No.: (212) 488-0200 Fax No.: (212) 488-0220	CONTACT NAME: Laura Alvarez PHONE (A/C, No, Ext): 212.488.0427 E-MAIL: laura.alvarez@epicbrokers.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: AIG SPECIALTY INSURANCE COMPANY INSURER B: COMMERCE & INDUSTRY INSURANCE COMPANY INSURER C: HARTFORD ACCIDENT AND INDEMNITY COMPANY INSURER D: INSURER E: INSURER F:	FAX (A/C, No): 212.488.0220 NAIC # 26883 19410 22357
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA4691818	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS\$			EGU18403155	12/31/2019	12/31/2020	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		10WNR30600	12/31/2019	12/31/2020	<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 additional insured where required by contract.

30 DAY CANCELLATION CLAUSE INCLUDED

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

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

AUTHORIZED REPRESENTATIVE

1

© 1988-2014 ACORD CORPORATION. All rights reserved.



CONTINUING PURCHASE AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated the 13 day of November, 2019 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

POLYDYNE, INC. a **foreign profit corporation** as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **1 Chemical Plant Road, Riceboro, GA 31323** (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 or reference for the 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 was based.

1.1 The CITY desires to hire a firm to provide **CLARIFLOC A-3333P (the "Commodities") for the City of Pembroke Pines Water Treatment Plant ("WTP")**, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

1.2 CONTRACTOR is the sole-source manufacturer and supplier of the aforementioned Commodities and has customized the Commodities specifically for the CITY's WTP.

Pursuant to Section 38.18(C)(3) of the CITY's Procurement Code, City Standard, single-source and sole-source commodities or services are exempt from the Competitive Bidding Process.

ARTICLE 2
PURCHASE OF GOODS



2.1 CITY agrees to purchase and CONTRACTOR agrees to provide the Commodities pursuant to the terms of this Agreement.

2.2 CONTRACTOR shall provide the Commodities as identified herein and in **Exhibit "A"** attached hereto.

2.3 The Parties acknowledge that this Agreement is a term contract and that CITY shall purchase and CONTRACTOR shall provide the Commodities on an as-needed basis upon written request of the CITY. Nothing contained herein or in any exhibit or amendment hereto, shall require the CITY to purchase any particular quantity of Commodities identified in **Exhibit "A"**.

2.4 As needed, the CITY shall submit a purchase order to the CONTRACTOR for a specified amount of Commodities. CONTRACTOR shall then provide the specified amount of Commodities in accordance with the purchase order, and submit to the CITY an invoice for those Commodities.

2.5 CITY agrees that CONTRACTOR shall be the primary provider of the Commodities, as further described in **Exhibit "A"**, and that CITY shall submit to CONTRACTOR a purchase order for the Commodities. By acceptance of CONTRACTOR's bid, CONTRACTOR agrees that it shall provide such Commodities upon receipt of a purchase order from the CITY and has the ability to fulfill such orders as the CITY requires.

2.6 CONTRACTOR acknowledges that it has the capacity, ability and/or inventory to provide the Commodities to the CITY on an as-needed basis.

ARTICLE 3 **SERVICES AND RESPONSIBILITIES**

3.1 CONTRACTOR hereby agrees to perform the provision and delivery of the Commodities, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

3.2 CONTRACTOR 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 services performed under this Agreement shall be done in a professional manner.

3.3 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.

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



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

3.6 CONTRACTOR shall not utilize the services of any sub-contractor without the prior written approval of the CITY.

ARTICLE 4 **TERM AND TERMINATION**

4.1 CONTRACTOR shall provide the Commodities as identified herein and in **Exhibit "A"** attached hereto and by this reference made a part hereof, on an as-needed basis, for an initial period commencing on **the date of execution** and ending on **September 30, 2020**.

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

4.3 *Termination for Convenience:* CITY may terminate this Agreement for convenience, upon **seven (7) business days** of written notice by the CITY to the CONTRACTOR for such termination.

4.4 In the event CONTRACTOR abandons or terminates this Agreement or causes it to be terminated by CITY for any reason, CONTRACTOR shall indemnify CITY against any loss pertaining to this termination. For purposes of this Agreement, termination by CITY for cause includes, but is not limited to, any of the following circumstances:

4.4.1 CONTRACTOR's failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than **seven (7) days** after CITY's delivery of written notice to CONTRACTOR of such breach or default;

4.4.2 CONTRACTOR becomes insolvent;

4.4.3 CONTRACTOR takes the benefit of any present or future insolvency statute;

4.4.4 CONTRACTOR makes a general assignment for the benefit of creditors;

4.4.5 CONTRACTOR files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States or any state thereof;



4.4.6 CONTRACTOR consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;

4.4.7 A petition under any present or future insolvency law or statute is filed against CONTRACTOR and such petition is not dismissed within seven (7) days after its filing; or

4.4.8 Any assignment of this Agreement in whole or in part, or any of CONTRACTOR's rights and obligations hereunder.

ARTICLE 5

COMPENSATION AND METHOD OF PAYMENT

5.1 CITY'S sole compensation to CONTRACTOR for the provision of the Commodities hereunder shall be in accordance with the unit pricing listed in the attached **Exhibit "A"**. CONTRACTOR shall invoice the CITY on a monthly basis for the Commodities provided. The invoice shall include, but not be limited to: a description of the Commodities, the quantity of the Commodities provided, and any other information reasonably required by CITY. The total annual compensation shall not exceed **TWENTY-SEVEN THOUSAND, NINE HUNDRED AND FORTY-SIX DOLLARS (\$27,946.00)** as comprised of the following:

- Estimated annual cost of **TWENTY-SEVEN THOUSAND DOLLARS (\$27,000.00)** is based on estimated annual usage of **twenty thousand (20,000)** pounds at a rate of **ONE DOLLAR AND THIRTY-FIVE CENTS (\$1.35)** per pound.
- Additional annual freight cost of **NINE HUNDRED FORTY-SIX DOLLARS (\$946.00)**.

5.2 Upon delivery, the CITY shall conduct a final inspection of the Commodities. If this inspection shows that the Commodities have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or purchase order submitted by the CITY, the CITY shall accept the same. Final payment due to the CONTRACTOR shall be withheld until inspection and acceptance of the Commodities is made by the CITY. Inspection and acceptance shall be completed by the CITY in a reasonable and timely manner. Upon acceptance, CONTRACTOR shall submit to CITY an invoice for the Commodities provided and CITY, upon approval of the invoice, will make its best efforts to pay CONTRACTOR within thirty (30) days of receipt of the invoice the total shown to be due on such invoice.

5.3 The cost of the Commodities shall remain firm for the term of the Agreement.

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

5.5 Payment will be made to CONTRACTOR at:

POLYDYNE, INC.
Attn: BOYD STANLEY



**1 Chemical Plant Road
Riceboro, GA 31323**

ARTICLE 6
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

6.1 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 may 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 service.

6.2 In no event will the CONTRACTOR be compensated for any services or goods which have not been described either herein or in a separate written agreement executed by the Parties hereto.

ARTICLE 7
INDEMNIFICATION

7.1 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 to the extent caused by the CONTRACTOR's negligent acts, errors, or omissions or consequence of the goods and/or Commodities furnished pursuant to this Agreement or those of any subcontractor, agents, officers, employees, or independent contractor retained by CONTRACTOR.

7.2 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 arising out of, by reason of, or resulting from any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Agreement, including the use of the Commodities by the CITY.

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 CONTRACTOR.

7.4 The Parties recognize that various provisions of this Agreement, including but not necessarily limited to this section, provide for indemnification by the CONTRACTOR and that Section 725.06, Florida Statutes, requires a specific consideration be given therefor. The Parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific



consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

7.5 Nothing contained herein is intended nor shall be construed to waive CITY's right and immunities under the common law or Section 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. 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 attorneys' 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 and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any 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 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.



8.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither 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

Yes No

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

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

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ✓ ☐ 8.6.2 Workers' 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 all 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.

Yes No

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

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

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

- ☐ * 8.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

- ☐ * 8.6.4 Umbrella/Excess Liability Insurance in the amount of \$_____ as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ * 8.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.



Yes No

- ☒ 8.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ * 8.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Yes No

- ☐ * 8.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

- ☐ * 8.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.



The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ * 8.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ * 8.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ * 8.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.



If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

☐ * 8.6.13 Other Insurance

8.7 REQUIRED ENDORSEMENTS

- 8.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 8.7.2 Waiver of all Rights of Subrogation against the CITY.
- 8.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 8.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 8.7.5 All policies shall contain a "severability of interest" or "cross 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 Any and all 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.

8.9 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 Agreement.

8.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 9

NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

9.1 During the performance of the Agreement, neither the CONTRACTOR nor any 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 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

GOVERNING LAW & VENUE

11.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 12

PUBLIC RECORDS

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

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



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

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

12.1.4 Upon completion of the Agreement, 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.

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

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

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 13
MISCELLANEOUS**

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



13.2 **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.

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

13.4 **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.

13.5 **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.

13.6 **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, 4th Floor
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 **Boyd Stanley**
Polydyne, Inc.
1 Chemical Plant Road
Riceboro, GA 31323
E-mail: **polybiddpt@snfhc.com**
Telephone No: **912-880-2035**
Toll Free No: **800-848-7659**
Facsimile No: **912-880-2078**

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

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

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

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

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

13.11 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed 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.

13.12 **Attorneys' 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.



13.13 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.

13.14 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.

13.15 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.

13.16 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:

13.16.1 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

13.16.2 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:

13.16.2.1 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

13.16.2.2 Is engaged in business operations in Syria.

ARTICLE 14 **UNCONTROLLABLE FORCES**

14.1 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.



14.2 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 15
AGREEMENT SUBJECT TO FUNDING

15.1 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.

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.

CITY:


CITY OF PEMBROKE PINES, FLORIDA

ATTEST:


MARLENE D. GRAHAM, CITY CLERK

By: 
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:


Name: Brian Skerem
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

POLYDYNE, INC.

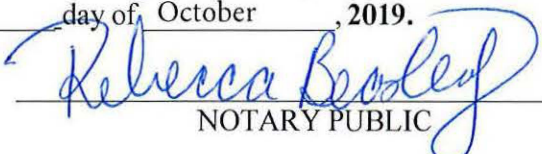
By: 
Name: Boyd Stanley
Title: Vice-President

STATE OF GEORGIA)
COUNTY OF LIBERTY)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Boyd Stanley as Vice-President of **POLYDYNE, INC.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **POLYDYNE, 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 25th day of October, 2019.




NOTARY PUBLIC

Rebecca Beasley
(Name of Notary Typed, Printed or Stamped)

My Commission Expires
Dec. 17, 2022

SNF

www.polydyneinc.com

September 25, 2019

Mr. Tyler Harrel
City of Pembroke Pines WTP
7960 Johnson Street
Pembroke Pines, FL 33024

SUBJECT: Sole Source

Dear Mr. Harrel:

We trust this letter will serve your needs in defining Polydyne Inc. as the sole source manufacturer and supplier of the following product supplied to the City of Pembroke Pines WTP:

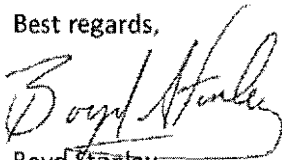
CLARIFLOC A-3333P

Polydyne has lab/jar tested, field trialed and customized the referenced product specifically for the City of Pembroke Pines WTP. This product is not substitutable or "off the shelf." The molecular structure, molecular weight, and particular raw material components are unique to Polydyne's CLARIFLOC product line. CLARIFLOC is Polydyne's trademark and no other vendor is authorized to supply these products.

Polydyne Inc. offers the City of Pembroke Pines WTP delivered pricing in 55 Lb. bags at \$1.35/Lb. This price is valid through September 30, 2020.

We appreciate your business. If you have any questions, please feel free to contact me at (912) 880-2035 or Chris Cherp, Technical Sales Representative at (941) 961-3998.

Best regards,



Boyd Stanley
Vice-President



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 6.

File ID: 19-1291

Type: Purchase

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 10/25/2019

Short Title: Purchase of Polymer

Final Action: 11/13/2019

Title: MOTION TO RATIFY THE CITY MANAGER'S APPROVAL OF A CHANGE ORDER FOR THE SOLE SOURCE **PURCHASE OF POLYMER** (CLARIFLOC A-3333P) IN THE AMOUNT OF \$2,859.30 BRINGING THE PURCHASE ORDER TOTAL TO \$27,566.36 FOR FISCAL YEAR 2018-19, AND TO APPROVE THE AGREEMENT BETWEEN **POLYDYNE, INC.** AND THE CITY OF PEMBROKE PINES FOR THE SOLE SOURCE PURCHASE OF POLYMER (CLARIFLOC A-3333P) FOR AN ANNUAL AMOUNT NOT TO EXCEED \$27,946 PURSUANT TO SECTION 35.18(C)(3) OF THE CITY'S CODE OF ORDINANCES.

***Agenda Date:** 11/13/2019

Agenda Number: 6.

Internal Notes:

Attachments: 1. City Manager Approval, 2. Master Agreement for Purchase of Polymer (Vendor Executed), 3. Sole Source Letter

1 City Commission 11/13/2019 approve Pass
Action Text: A motion was made to approve on the Consent Agenda
Aye: - 5 Mayor Ortis, Commissioner Castillo, Vice Mayor Siple, Commissioner
Good Jr., and Commissioner Schwartz
Nay: - 0

SUMMARY EXPLANATION AND BACKGROUND:

1. On February 4, 2015, the City Commission adopted proposed resolution #2015-R-03 to approve the agreement with Operations Management International, Inc. for the Operation, Maintenance and Management of the City Utility System and Customer Service, Meter Reading and Utility Billing Services.
2. As part of this agreement with Operations Management International, Inc., the City is responsible for providing chemicals for the operations of the Utilities Division.

3. The City of Pembroke Pines Utilities Division utilizes Polymer (CLARIFLOC A-3333P) as part of the Water Treatment process conducted at the Water Treatment Plant.
4. On average, the Utilities Division spends approximately \$24,707.06 a year on Polymer, but due to preparation for the recent hurricane, the Utilities Division placed an order that would last the Water Treatment Plant thru the hurricane if needed for a total amount of \$3,074.06, increasing the FY2018-19 Purchase Order to \$27,566.36.
5. Pursuant to Section 35.28(B) of the City's Code of Ordinances, "The City Manager is not authorized to approve a change order without the authorization of the City Commission where the initial purchase required the City Commission's approval and where the sum of all change orders issued under the contract exceeds 5% of the original contract amount or \$25,000."
6. On October 14, 2019, the City Manager approved the change order request for the Sole Source Purchase of Polymer for a total cost of \$2,859.30.
7. In addition, to help prevent this from occurring in the future, the Utility Division is requesting approval of an agreement with Polydyne, Inc. for the sole source purchase of Polymer (Clarifloc A-3333P) for an annual amount not to exceed \$27,946.
8. Pursuant to Section 35.18(C)(3) of the City's Code of Ordinances: City Standard, Single-Source and Sole-Source commodities or services, "City standard, single-source and sole-source commodities or services are exempt from this section."
9. Polydyne, Inc. has provided the Utilities Division with a Sole Source Letter stating, "CLARIFLOC is Polydyne's trademark and no other vendor is authorized to supply these products," at a price of \$1.35/lb.
10. Request Commission to ratify the City Manager's approval of a Change Order for the Sole Source Purchase of Polymer (CLARIFLOC A-3333P) in the amount of \$2,859.30 bringing the purchase order total to \$27,566.36 for fiscal year 2018-19, and to approve the agreement between Polydyne, Inc. and the City of Pembroke Pines for the Sole Source Purchase of Polymer (CLARIFLOC A-3333P) for an annual amount not to exceed \$27,946 pursuant to Section 35.18(C)(3) of the City's Code of Ordinances.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$2,859.30 for the Change Order bringing the purchase order total to \$27,566.36 for fiscal year 2018-19. An annual amount not to exceed \$27,946 for the Agreement (FY 2019-20 and beyond if renewed)
- b) **Amount budgeted for this item in Account No:** 471-533-6031-52430 (Operating Chemicals)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:**

	2018-19 FY	2019-20 FY	Year 3	Year 4	Year 5
Revenues	\$0	\$0			
Expenditures	\$27,566.36	\$27,946			
Net Cost	\$27,566.36	\$27,946			

e) Detail of additional staff requirements: None



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/26/2020

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 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 EPIC Insurance Brokers & Consultants 350 Hudson Street – 4 th Floor New York, NY 10014	Phone No.: (212) 488-0200 Fax No.: (212) 488-0220	CONTACT NAME: Laura Alvarez PHONE (A/C, No, Ext): 212.488.0427 E-MAIL: laura.alvarez@epicbrokers.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: AIG SPECIALTY INSURANCE COMPANY INSURER B: COMMERCE & INDUSTRY INSURANCE COMPANY INSURER C: HARTFORD ACCIDENT AND INDEMNITY COMPANY INSURER D: INSURER E: INSURER F:	FAX A/C. No: 212.488.0220 NAIC # 26883 19410 22357
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		EG14362834	12/31/2019	12/31/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA4691818	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS\$			EGU18403155	12/31/2019	12/31/2020	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A		10WNR30600	12/31/2019	12/31/2020	<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
A	POLLUTION LIABILITY	Y		EG14362834	12/31/2019	12/31/2020	LIMIT: \$1,000,000 DEDUCTIBLE; \$250,000

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 additional insured where required by contract.

EXCESS POLICY PROVIDES EXCESS COVERAGE AFTER \$1M POLLUTION LIABILITY
30 DAY CANCELLATION CLAUSE INCLUDED

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

14

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