



*City of Pembroke Pines*

**FIFTH AMENDMENT TO MEDICAL DIRECTOR AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
S KATZ, INC.**

**THIS AMENDMENT ("Fifth Amendment")**, dated June 24, 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

**S KATZ, INC.**, a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **9509 New Waterford Cove, Delray Beach, FL 33446** hereinafter referred to as "MEDICAL DIRECTOR". "CITY" and "MEDICAL DIRECTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, on **June 5, 2019**, the Parties entered into an Agreement ("Original Agreement") to employ a Medical Director to supervise and assume direct responsibility for the medical performance of the CITY's emergency medical technicians and paramedics for an initial **one (1) year** period, which expired on **June 4, 2020**; and,

**WHEREAS**, the Original Agreement authorized the renewal thereof at the expiration of the initial term for **five (5) additional one (1) year** terms upon the mutual consent of the Parties; and,

**WHEREAS**, on **April 15, 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 **June 4, 2021**; and,

**WHEREAS**, on **March 17, 2021**, the Parties executed the Second Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expired on **June 4, 2022**; and,

**WHEREAS**, on **March 2, 2022**, the Parties executed the Third Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expired on **June 4, 2023**; and,

**WHEREAS**, on **April 11, 2023**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to increase the annual compensation from forty thousand, one hundred two dollars and 00/100 cents (\$40,102.00) to forty-one thousand, seven hundred six



*City of Pembroke Pines*

dollars and 08/100 cents (\$41,76.08) and to renew the term for a **sixteen (16) month** period, which will expire on **September 30, 2024**; and,

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

**SECTION 3. Scrutinized Companies.** MEDICAL DIRECTOR, 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 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 the 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.** MEDICAL DIRECTOR 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



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:

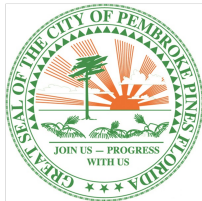
  
\_\_\_\_\_

Print Name: Jacob Hernandez  
OFFICE OF THE CITY ATTORNEY

ATTEST:

DocuSigned by:  
  
\_\_\_\_\_

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MARLENE D. GRAHAM, CITY CLERK  
DS June 24, 2024



DocuSigned by:  
  
BY: \_\_\_\_\_ June 24, 2024  
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MAYOR ANGELO CASTILLO

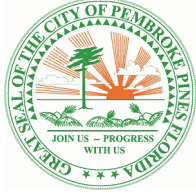
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BY: \_\_\_\_\_ June 24, 2024  
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CHARLES F. DODGE, CITY MANAGER

**MEDICAL DIRECTOR:**

S KATZ, INC.

DocuSigned by:  
  
Signed By: \_\_\_\_\_  
91F29A125BF8420...  
Printed Name: Steven Katz

Title: Medical Director



# City of Pembroke Pines, FL

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

## Agenda Request Form

**Agenda Number: 37.**

**File ID:** 24-0594

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 06/10/2024

**Short Title:** Contracts Database Report - June 18th, 2024

**Final Action:** 06/18/2024

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

- (A) AT&T DW Holdings, Inc. d/b/a AT&T Enterprises, LLC - PRI Services - Renewal
- (B) Camelot Community Care, Inc. - Behavioral Health Services - Renewal
- (C) Ferguson Enterprises, LLC - Utilities Fitting and Accessories - Renewal
- (D) Granicus, LLC - Legistar Software Maintenance - Renewal
- (E) Instructure, Inc. - Canvas Learning Management Software - Renewal
- (F) Randy S. Katz, D.O., P.L. - Interim Medical Director - Renewal
- (G) S. Katz, Inc. - Medical Director - Renewal
- (H) School Board of Washington Count - Panhandle Area Educational Consortium (PAEC) - Renewal
- (I) Vigilant Solutions, Inc. - ESA - License Plate Reader - Annual Hosting and Software Subscriptions & Maintenance - Renewal
- ITEM (J) 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:**
- (J) Clean Harbors Environmental Services, Inc. - Household Hazardous Waste Collection and Disposal Services - Non-Renewal

**\*Agenda Date:** 06/18/2024

Agenda Request Form Continued (24-0594)

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**Agenda Number:** 37.**Internal Notes:**

**Attachments:** 1. Contract Database Report - June 18th, 2024, 2. A. AT&T DW Holdings - PRI Agreement (All Backup), 3. B. Camelot Community Care-Behavioral Health (AB), 4. C. Ferguson Enterprises, LLC. - Utilities Fittings and Accessories (AB), 5. D. Granicus Inc - Legistar Software (All Backup), 6. E. Instructure Inc. - Canvas software for Charter Schools (AB), 7. F. Randy Katz - Interim Medical Director (AB), 8. G. S Katz, Inc. - Medical Director Services (AB), 9. H. School Board of Washington County PAEC Agreement (all backup), 10. I. Vigilant Solutions, Inc. - LPR ESA (all backup), 11. J. Clean Harbors Environmental Services Agreement - HHW (Piggyback CCreek)(all backup)

**Related Files:**

1	City Commission	06/18/2024	approve	Pass
	<b>Action Text:</b> 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	

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

- (A) AT&T DW Holdings, Inc. d/b/a AT&T Enterprises, LLC - PRI Services - Renewal
- (B) Camelot Community Care, Inc. - Behavioral Health Services - Renewal
- (C) Ferguson Enterprises, LLC - Utilities Fitting and Accessories - Renewal
- (D) Granicus, LLC - Legistar Software Maintenance - Renewal
- (E) Instructure, Inc. - Canvas Learning Management Software - Renewal
- (F) Randy S. Katz, D.O., P.L. - Interim Medical Director - Renewal
- (G) S. Katz, Inc. - Medical Director - Renewal
- (H) School Board of Washington Count - Panhandle Area Educational Consortium (PAEC) - Renewal
- (I) Vigilant Solutions, Inc. - ESA - License Plate Reader - Annual Hosting and Software Subscriptions & Maintenance - Renewal

**ITEM (J) 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:**

(J) Clean Harbors Environmental Services, Inc. - Household Hazardous Waste Collection and Disposal Services - 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) AT&T DW Holdings, Inc. d/b/a AT&T Enterprises, LLC - PRI Services - Renewal for Technology Services Department**

1. On July 29th, 2021, the City entered into an Agreement with Bellsouth Telecommunications, LLC d/b/a AT&T Southeast for a twelve (12) month period, which expired on July 31st, 2022.
2. Bellsouth Telecommunications, LLC d/b/a AT&T Southeast provides primary rate interface ("PRI") services (end to end digital telecommunications for voice lines) for the City facilities and Charter School campuses.
3. The 2021 Agreement formalized the services which had been provided since 2014 and authorizes the renewal of existing circuits for successive twelve-month terms.
4. On August 23rd, 2022, the parties executed a Renewal Agreement to extend the term for an additional, one (1) year period which expired on July 31st, 2023.
5. On June 26th, 2023, the parties executed a Renewal Agreement to extend the term for an additional, one (1) year period which will expire on July 31st, 2024.
6. Bellsouth Telecommunications, LLC d/b/a AT&T Southeast has subsequently been acquired by AT&T DW Holdings, Inc. d/b/a AT&T Enterprises, LLC.
7. The Technology Services Department recommends that the City Commission approve the renewal of existing services for an additional twelve (12) month renewal term commencing on August 1st, 2024, and expiring on July 31st, 2025, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

Agenda Request Form Continued (24-0594)

**a) Renewal Cost:** \$44,824.80

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

Monthly invoices for PRI services are spread across multiple City departments as well as all Charter School campuses using the following account codes -

City Departments: billed against 541100 (Telephone)

Charter Schools: billed against 541370 (Communications)

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

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

This agreement is for a one-year period commencing August 01, 2024. Therefore, projected operational costs will follow the City's and Charter School fiscal calendars. August 01, 2024, to September 30, 2024 for City department budgets and August 01, 2024 to June 30, 2025 for Charter School's budget.

541370 (Communications):

	Current City FY	FY 2024-25
Revenues	\$0.00	\$0.00
Expenditures	\$0.00	\$7,500.00
Net Cost	\$0.00	\$7,500.00

541100 (Telephone):

	Current City FY	FY 2024-25
Revenues	\$0.00	\$0.00
Expenditures	\$6,220.80	\$31,104.00
Net Cost	\$6,220.80	\$31,104.00

**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) Camelot Community Care, Inc. - Behavioral Health Services - Renewal for Charter High School**

1. On September 15, 2016, the City entered into an Agreement with Camelot Community



**Agenda Request Form Continued (24-0594)**

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Care, Inc. for the provision of behavioral services on as needed basis to certain students enrolled at the Pembroke Pines Charter High School, for an initial one (1) year period, which expired on June 30, 2017.

2. Section 5.2 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

3. To date the Original Agreement has been renewed six (6) times, extending the term to June 30, 2024.

4. Furthermore, on April 6, 2022, the Parties executed the Sixth Amendment to decrease the scope of services and the total annual compensation from \$28,754.00 to \$27,850.00.

5. The City of Pembroke Pines Charter High School recommends that the City Commission approve this Eighth Amendment to renew the term for an additional one (1) year period, which shall commence on July 1, 2024, and naturally expire on June 30, 2025, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Renewal Cost:** \$27,850.00

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

172-569-5053-531310-6130-310-0000- Professional Svc - Tech Svc

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

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

	FY 2024-2025
Revenues	\$ .00
Expenditures	\$27,850.00
Net Cost	\$27,850.00

**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?** N/A

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

**(C) Ferguson Enterprises, LLC - Utilities Fitting and Accessories - Renewal for Utilities**

Agenda Request Form Continued (24-0594)

Department

- 1. On December 20, 2022, the City entered into an Agreement with Ferguson Enterprises, LLC., utilizing the terms and pricing offered in Seminole County IFB-603727/LNF for the provision of utilities fitting and accessories, on an as needed basis which expired on July 15, 2023.
- 2. Section 4.1 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.
- 3. On July 6, 2023, the City Commission authorized to enter into the First Amendment to the Original Agreement, to increase the total compensation from \$200,000 to \$350,000, and to renew the term for an additional one (1) year period, which expires on July 15, 2024.
- 4. The Seminole County has renewed its Agreement with Ferguson Enterprises, LLC., for an additional one (1) year period, which will expire on July 15, 2025.
- 5. The Utilities Department recommends that the City Commission approve this Second Amendment to increase the total compensation to \$400,000 and to renew the term for an additional and final one (1) year period, which shall commence on July 16, 2024, and naturally expire on July 15, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$400,000.00
- b) **Amount budgeted for this item in Account No:**  
\$70,000.00 is available in Account no. 471-535-6021-546150-0000-000-0000- (R&M Land & Bldg)  
\$30,000.00 is available in Account no. 471-533-6032-546150-0000-000-0000- (R&M Land & Bldg)
- 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	\$0.00	\$0.00
Expenditures	\$100,000.00	\$300,000.00
Net Cost	\$100,000.00	\$300,000.00

- 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) Granicus, LLC - Legistar Software Maintenance - Renewal for City Clerk**

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 three (3) times to include additional services and renewed for four (4) additional, one (1) year terms extending the term to September 30th, 2023.
5. On May 10th, 2023, the City executed the Eighth Amendment to approve assignment of the agreement to Granicus, LLC, following the acquisition and merger of Granicus, Inc. by Granicus, LLC.
6. On August 2, 2023, the City executed the Ninth Amendment to remove the VoteCast Tablet component of the services and to extend the term for an additional, one (1) year period which will expire on September 30, 2024.
7. The City Clerk's Office wishes to upgrade the Granicus encoder as Granicus cannot continue to support the existing one. Upgrading the Granicus encoder will also require some of our current subscription to expire to be replaced by a subscription of the new version of our existing subscriptions.

Our current subscription for Government Transparency Suite and Meeting Efficiency Suite will be replaced by GovMeetings Live Cast. Granicus Encoding Appliance Software (GT) will be replaced by Granicus Live Cast Encoding Software, and our subscription for Upgrade to SDI 720p Streaming will be replaced by Upgrade to 1080p Streaming.

The cost to renew our existing subscription is \$38,677.45, the cost of the one-time fees to upgrade the Granicus encoder is \$7,776, which includes a \$250 prorated fee for terminating existing subscriptions, and the cost for our new subscriptions is \$33,966.35 for a total annual cost of \$80,419.80.

8. The City Clerk Department recommends that the City Commission approve this Tenth Amendment to upgrade the encoder during the current subscription period, to terminate

specific subscriptions and replace them with the new version of those subscriptions, and to extend the subscription term for an additional one (1) year period, which shall commence on October 1st, 2024, and naturally expire on September 30th, 2025, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Upgrade and Renewal Cost:** \$80,419.80 (\$7,776.00 upgrade cost; \$72,643.80 subscription cost)
- b) **Amount budgeted for this item in Account No:** \$7,776.00 in Account 001-519-1001-534995-0000-000-0000 - Other Svc - IT; \$72,643.80 in Account 001-519-1001-552652-0000-000-0000 - Non-Capital Software & Licenses
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **1-year projection of the operational cost of the project:**

	FY 2024	FY 2025
Revenues	\$0.00	\$0.00
Expenditures	\$7,776.00	\$72,643.80
Net Cost	\$7,776.00	\$72,643.80

- 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) Instructure, Inc. - Canvas Learning Management Software - Renewal for Charter Schools**

1. On October 3, 2017, the City entered into an Agreement with Instructure, Inc. for the provision of Canvas Learning Management Software for the City’s Charter Schools, for an initial four (4) year period, which expired on June 30, 2021.
2. On August 16, 2018, the City approved to add the additional services of the Canvas Cloud Subscription.
3. On June 16, 2021, the City entered into an Agreement renewing the term for an additional three (3) year period, which expires on June 30, 2024.

4. The City’s Charter Schools recommends the City Commission to approve this Agreement to renew the term for a three (3) year period, which shall commence on July 1, 2024, and naturally expire on July 31, 2027.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$118,720.79 (Renewal cost for the three (3) year term).
- b) **Amount budgeted for this item in Account No:** \$39,055.30 will be budgeted in the 2024-2025 Proposed Charter School Budgets within the following Non-capitalized Software Accounts.

Non-capital Software Accounts

School Site	Account Coding	Amount
East Elementary (K-3)	170-569-5051-552652-5101-369-0000-00550	\$ 3,035.62
East Elementary (4-5)	170-569-5051-552652-5102-369-0000-00550	\$ 1,495.16
West Elementary (K-3)	170-569-5051-552652-5101-369-0000-00551	\$ 2,601.96
West Elementary (4-5)	170-569-5051-552652-5102-369-0000-00551	\$ 1,281.56
Central Elementary (K-3)	170-569-5051-552652-5101-369-0000-00552	\$ 2,601.96
Central Elementary (4-5)	170-569-5051-552652-5102-369-0000-00552	\$ 1,281.56
West Middle	171-569-5052-552652-5102-369-0000-00553	\$ 4,239.51
Central Middle	171-569-5052-552652-5102-369-0000-00554	\$ 4,401.33
Academic Village Middle	172-569-5053-552652-5102-369-0000-	\$ 1,941.77
Academic Village High	172-569-5053-552652-5103-369-0000-	\$ 11,650.57
FSU Elementary (K-3)	173-569-5061-552652-5101-369-0000-	\$ 3,031.28
FSU Elementary (4-5)	173-569-5061-552652-5102-369-0000-	\$ 1,493.02
Total		\$ 39,055.30

- c) **Source of funding for difference, if not fully budgeted:** Not applicable.
- d) **5 year projection of the operational cost of the project:**

	FY2024-25		FY2025-26		FY2026-27		Year 4	Year 5
Revenue	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00		
Expenditures	\$39,055.30		\$38,663.32		\$41,002.17		\$ .00	\$ .00
Net Cost	\$39,055.30		\$38,663.32		\$41,002.17		\$ .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) Randy S. Katz, D.O., P.L. - Interim Medical Director - Renewal for Fire Department**

1. On June 5, 2019, the City entered into an Agreement with Randy S. Katz, D.O., P.L. to employ an Interim Medical Director to supervise and assume direct responsibility for the medical performance of the City's emergency medical technicians and paramedics on an as-needed basis for an initial one (1) month period, commencing on June 5, 2019. Randy S. Katz, D.O., P.L. only performs whenever the Medical Director is unable to provide the services to the City.
2. Section 3.1 of the Original Agreement allows for automatic month-to-month renewals unless the Agreement is terminated.
3. To date the City Commission has approved continuation of the Original Agreement up to September 30, 2024.
4. On April 11, 2023, the Parties executed the First Amendment to the Original Agreement, to increase the monthly fee from \$3,341.83 to \$3,475.51 and to approve the continuation of the Interim Medical Agreement on a month-to-month basis.
5. The Fire Department recommends that the City Commission approve the continuation of the Interim Medical Director agreement on a month-to-month basis up to September 30, 2025, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Initial Cost:** \$41,706.12
- b) **Amount budgeted for this item in Account No:**  
001-529-4003-531509-0000-000-0000- Professional Svc - Other Rescue
- 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-2024-2025
Revenues	\$ .00
Expenditures	\$41,706.12
Net Cost	\$41,706.12

- 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**

Agenda Request Form Continued (24-0594)

**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) S. Katz, Inc. - Medical Director - Renewal for Fire Department**

1. On June 5, 2019, the City entered into an Agreement with S Katz, Inc. to employ a Medical Director to supervise and assume direct responsibility for the medical performance of the City's emergency medical technicians and paramedics, for an initial one (1) year period, which expired on June 4, 2020.
2. Section 3.1 of the Original Agreement authorizes renewal of the Original Agreement for five (5), additional, one (1) year renewal terms upon mutual consent of the parties.
3. On April 15, 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 June 4, 2021.
4. On March 17, 2021, the parties executed the Second Amendment to the Original Agreement to renew the term for an additional one (1) year period, which expired on June 4, 2022.
5. On March 2, 2022, the parties executed the Third Amendment to the Original Agreement to renew the term for an additional one (1) year period, which expired on June 4, 2023.
6. On April 11, 2023, the parties executed the Fourth Amendment to the Original Agreement to increase the annual compensation from forty thousand, one hundred two dollars and 00/100 cents (\$40,102.00) to forty-one thousand, seven hundred six dollars and 08/100 cents (\$41,706.08) and to renew the term for a sixteen (16) month period, which will expire on September 30, 2024.
7. The Fire Department recommends that the City Commission approve this Fifth Amendment to renew the term for an additional and final 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:** \$41,706.08

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

001-529-4003-531509-0000-000-0000- Professional Svc - Other Rescue

**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-2024-2025
Revenues	\$ .00
Expenditures	\$41,706.08
Net Cost	\$41,706.08

**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) School Board of Washington Count - Panhandle Area Educational Consortium (PAEC) - Renewal for FSU Charter School**

1. On June 15, 2023, 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, 2023, and expiring June 30, 2024.

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 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 recommends that the City Commission approve this renewal Agreement for the term commencing on July 1, 2024, and expiring on June 30, 2025, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Renewal Cost:** There is no cost to the City of Pembroke Pines. The FSU District pays for these services.

**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

**Agenda Request Form Continued (24-0594)**

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**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) Vigilant Solutions, Inc. - ESA - License Plate Reader - Renewal for Police Department**

1. On November 16, 2015, the City entered into an Enterprise Service Agreement with Vigilant Solutions for an initial one (1) year period, which commenced on January 16, 2016 (60 days from the effective date), and expired on January 16, 2017.

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. The Original Agreement included the Intelligence-Led Policing Package up to November 2021 at which time the Police Department switched to the Basic LPR Service Package with the Investigative Data Platform (IDP).

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 was extended six (6) Service Periods, extending the term to January 14, 2022.

5. On November 3, 2021, the parties entered into the Seventh Amendment to switch to Basic Service, and enter into the IDP agreement, to renew for a seventh term and align the Service Period with the City's fiscal year, extending the term to September 30, 2023.

6. On September 11, 2023, and October 3, 2023, the parties signed the Eighth Amendment and the Amended and Restated Eighth Amendment, respectively, renewing the Service Periods, clarifying the annual amounts, and extending the term to September 30, 2024.

7. The Police Department recommends that the City Commission approve this Ninth Amendment for the one (1) year renewal term commencing on October 1, 2024, and expiring on September 30, 2025, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

Agenda Request Form Continued (24-0594)

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**a) Renewal Cost: \$57,714.30**

**b) Amount budgeted for this item in Account No:** \$37,000.00 in account #001-521-3001-534990-0000-000-0000-: Other Svc; and \$21,840.00 in account #001-521-3001-546800-0000-000-0000-: Maintenance Contracts.

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

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

	FY 2024-25
Revenues	\$0.00
Expenditures	\$57,714.30
Net Cost	\$57,714.30

**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) Clean Harbors Environmental Services, Inc. - Household Hazardous Waste Collection and Disposal Services - Non-Renewal**

1. On February 2, 2022, the City entered into an Agreement with Clean Harbors Environmental Services, Inc. for an eight (8) month period, expiring October 23, 2022.

2. Clean Harbors Environmental Services, Inc. provides household hazardous waste collection and disposal services for the city's residents.

3. The Original Agreement provided for one (1) additional two (2) year renewal term should the City of Coconut Creek renew the term of their agreement. The City of Coconut Creek and the Contractor subsequently revised the renewal terms to two (2), one (1) year renewal terms.

4. On October 27, 2022, and November 7, 2023, the parties entered into the First Amendment and Second Amendment, respectively, extending the term of the Agreement for one (1) year each, up to October 23, 2024.

5. The Agreement does not provide for any further renewal terms and the Southeast Florida Cooperative is working on procuring a new contract, which the City will explore and will present to City Commission for recommendation.



**Agenda Request Form Continued (24-0594)**

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2024

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

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

<b>PRODUCER</b> Alliant Insurance Services, Inc. 1330 Post Oak Blvd 3rd Floor Houston TX 77056	<b>CONTACT NAME:</b> <a href="http://claimhistoryrequest.teamhealth.com">http://claimhistoryrequest.teamhealth.com</a> <b>PHONE (A/C. No. Ext):</b> _____ <b>FAX (A/C. No):</b> _____ <b>E-MAIL ADDRESS:</b> _____
<b>INSURER(S) AFFORDING COVERAGE</b>	
INSURER A : Risk Underwriters Group, LLC, A RRG	
<b>NAIC #</b>	
17635	
<b>INSURED</b> Inphynet South Broward, LLC 265 Brookview Centre Way, Suite 203 Knoxville, TN 37919	<b>INSURER B :</b> _____ <b>INSURER C :</b> _____ <b>INSURER D :</b> _____ <b>INSURER E :</b> _____ <b>INSURER F :</b> _____

**COVERAGES****CERTIFICATE NUMBER:** 875140167**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
	<b>COMMERCIAL GENERAL LIABILITY</b>						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE
	<b>EXCESS LIAB</b>						AGGREGATE
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				
A	Medical Professional Liability (Claims Made Coverage)			RUGRRG2024	6/1/2024	6/1/2026	Incident Aggregate \$250,000 \$750,000

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

The policy (ies) provides coverage for all medical professionals employed or contracted by the above insured only for medical professional services provided for or on behalf of the insured. Limits are inclusive of any applicable self-insured retention.  
 KATZ, STEVEN H, MD

**CERTIFICATE HOLDER****CANCELLATION 30**

THE CITY OF PEMBROKE PINES  
 601 CITY CENTER WAY  
 PEMBROKE PINES FL 33025-4459

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

AUTHORIZED REPRESENTATIVE

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City of Pembroke Pines

**FOURTH AMENDMENT TO MEDICAL DIRECTOR AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
S KATZ, INC.**

**THIS AMENDMENT ("Fourth Amendment")**, dated April 11, 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

**S KATZ, INC.**, a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **9509 New Waterford Cove, Delray Beach, FL 33446** hereinafter referred to as "MEDICAL DIRECTOR". "CITY" and "MEDICAL DIRECTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, on **June 5, 2019**, the Parties entered into the Medical Director Agreement ("Original Agreement") to employ a Medical Director to supervise and assume direct responsibility for the medical performance of the CITY's emergency medical technicians and paramedics for an initial **one (1) year period**, which expired on **June 5, 2020**; and,

**WHEREAS**, the Original Agreement authorized the renewal thereof at the expiration of the initial term for **five (5) additional one (1) year terms** upon the mutual consent of the Parties; and,

**WHEREAS**, on **April 15, 2020**, the Parties executed the First Amendment to the Original Agreement to renew the term thereof for the first, **one (1) year term**, which expired on **June 4, 2021**; and,

**WHEREAS**, on **March 23, 2021**, the Parties executed the Second Amendment to the Original Agreement, as amended, to renew the term thereof for the second, **one (1) year period**, which expired on **June 4, 2022**; and,

**WHEREAS**, on **March 9, 2022**, the Parties executed the Third Amendment to the Original Agreement, as amended, to renew the term thereof for the third, **one (1) year period**, which will expire on **June 4, 2023**; and,

**WHEREAS**, the Parties desire to renew the term of the Original Agreement, as amended, for a period of **sixteen (16) months from June 5<sup>th</sup>, 2023 to September 30, 2024** to align the term with the CITY's fiscal year, and to increase the compensation by four percent (4%), as set forth in this Fourth Amendment.

A large, stylized handwritten signature in black ink, appearing to be a cursive 'A' or similar character.



City of Pembroke Pines

## 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.** Any language contained in this Fourth Amendment, or any subsequent amendment, which is in ~~strickethrough~~ 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 period which shall commence on **June 5, 2023** and expire on **September 30, 2024**.

**SECTION 4.** Section 4.1 of the Original Agreement, as amended, is hereby revised and amended as set forth below:

4.1 The CITY hereby agrees to pay MEDICAL DIRECTOR for the faithful performance of the services required under this Agreement, in lawful money of the United States, an annual compensation of FORTY THOUSAND ONE HUNDRED AND TWO DOLLARS (\$40,102.00) in monthly installments of THREE THOUSAND THREE HUNDRED FORTY-ONE DOLLARS AND EIGHTY-THREE CENTS (\$3,341.83) up to May 31, 2023. Commencing on June 1, 2023, the CITY hereby agrees to pay MEDICAL DIRECTOR an annual compensation amount of FORTY-ONE THOUSAND, SEVEN HUNDRED SIX DOLLARS AND 08/100 CENTS (\$41,706.08) in monthly installments of THREE THOUSAND, FOUR HUNDRED SEVENTY FIVE DOLLARS AND 51/100 CENTS (\$3,475.51). Payment shall be provided on a monthly basis upon receipt of an invoice for services provided.

**SECTION 5. Scrutinized Companies.** MEDICAL DIRECTOR, 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



City of Pembroke Pines

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.** MEDICAL DIRECTOR 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





*City of Pembroke Pines*

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

**SECTION 8.** The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment, 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 Fourth Amendment. The exhibits, if not physically attached, should be treated as part of this Fourth Amendment and are incorporated herein by reference.

**SECTION 10.** 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 11.** 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 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

E858EEEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK  
April 11, 2023

BY: [Signature]

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

[Signature] 3/12/23

Print Name: Samuel S. Gomez  
OFFICE OF THE CITY ATTORNEY

DocuSigned by:

Charles F. Dodge

47B966ECFDAD4AC...

BY: [Signature]

CHARLES F. DODGE, CITY MANAGER

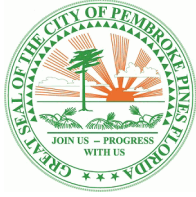
MEDICAL DIRECTOR:

S KATZ, INC.

Signed By: [Signature]

Printed Name: Steven Katz

Title: President



# City of Pembroke Pines, FL

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

## Agenda Request Form

**Agenda Number: 19.**

**File ID:** 23-0048

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 01/23/2023

**Short Title:** Contracts Database Report - April 4th, 2023

**Final Action:** 04/04/2023

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

(A) Facility Contract Services LLC - Professional Employment Services -  
Renewal

(B) Camelot Community Care, Inc. - Behavioral Health Services - Renewal

(C) Stryker Sales, LLC. - PowerLoad System - Renewal

(D) S. Katz, Inc. - Medical Director - Renewal

(E) Randy S. Katz, D.O., P.L. - Interim Medical Director - Renewal

**ITEM (F) 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:**

(F) ESO Solutions, Inc. - Record Management Software - Non-Renewal

[Reviewed by Commission Auditor.](#)

**\*Agenda Date:** 04/04/2023

**Agenda Number:** 19.

### Internal Notes:

**Attachments:** 1. Contracts Database Report - April 4, 2023, 2. A. Facility Contract Services, LLC - 2018 Agreement (all backup), 3. B. Camelot Community Care-Behavioral Health (all Backup), 4. C. Stryker-Power Load (all backup), 5. D. S Katz, Inc. - Medical Director Services Agreement (all backup), 6. E. Randy Katz - Interim Medical Director (all backup), 7. F. ESO - Record Management Software Agreement (all backup)

Agenda Request Form Continued (23-0048)

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1	City Commission	04/04/2023	approve	Pass
	<b>Action Text:</b> A motion was made to approve on the Consent Agenda			
		Aye: - 5	Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, Commissioner Good Jr., and Commissioner Castillo	
		Nay: - 0		

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**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) Facility Contract Services LLC - Professional Employment Services - Renewal**

1. On June 21, 2000, the City entered into an agreement with The Haskell Company ("Haskell") for the provision of professional employment services after receiving qualifications and proposals from various providers and determining that Haskell was the most capable, responsive and responsible business to provide the aforementioned services.

2. The initial term of the agreement between Haskell and the City was for a one (1) year period. The agreement allowed for automatic renewals at the expiration of the initial term and annually thereafter unless notice of intent not to renew was provided.

3. Haskell provided notice to the City of its intent to terminate the agreement and on November 12, 2008, Haskell assigned the agreement to Facility Contract Services, LLC. ("FCS")commencing on January 1, 2009, which was approved by City Commission under Resolution No. 3211 on December 3, 2008.

4. On June 20, 2018, the City Commission approved a motion to remove the advertisement of AD-18-05 "Professional Employment Services" and to renegotiate a contract with the current service provider, FCS.

5. On September 17, 2018, the City Commission approved the renegotiated agreement for an initial five (5) year term which commenced on October 1, 2018 and shall expire on September 30, 2023, in the best interest of the City pursuant to section 35.18(c)(8) of the procurement code.

Agenda Request Form Continued (23-0048)

6. Section 12.1 of the renegotiated agreement authorizes the renewal for two (2) independent, five (5) year renewal terms, upon mutual agreement of the parties.

7. The current burden rate of 20% is being reduced effective October 1st, 2023 as follows upon approval of the First Amendment by the City Commission.

Gross Payroll (Annualized)	Applicable Burden Rate
\$12,000,000.00 and Above	(19%)
\$10,000,000.00 to \$12,000,000.00	(19.5%)
Less than \$10,000,000.00	(20%)

8. City Administration recommends that the City Commission approve this First Amendment for the first, five (5) year renewal term commencing on October 1st, 2023 and expiring on September 30th, 2028, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Renewal Cost:** Estimated cost of \$24,148,578 is the proposed budget for FY2023-24, which includes the estimated annual savings of approximately \$173,000 in administrative burden rate reduction from 20% to 19%.

**b) Amount budgeted for this item in Account No:** Funds will be budgeted in the 2023-24 Proposed Budget under various divisions under object code #534989 (Other Svc - FCS).

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

**d) 5 year projection of the operational cost of the project:** Estimated cost with 4% increase in year 2025-2027 & 3% in FY2028.

	FY2024	FY2025	FY2026	FY2027	FY2028
Revenues	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00
Expenditures	\$24,148,578.00		\$25,114,521.00	\$26,119,102.00	\$27,163,866.00
\$27,978,782.00					
Net Cost	\$24,148,578.00		\$25,114,521.00	\$26,119,102.00	\$27,163,866.00
\$27,978,782.00					

**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?** Yes

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Total Savings of \$5,749,953

Agenda Request Form Continued (23-0048)**Based on FCS Employee Budgets  
for FY2024 as of 03/21/2023**

	<b>City</b>	<b>Schools</b>	<b>Total</b>
Savings between FCS cost vs. In-House Cost	\$4,631,496	\$1,118,457	\$5,749,953

**(B) Camelot Community Care, Inc. - Behavioral Health Services - Renewal**

1. On September 15, 2016, the City entered into an Agreement with Camelot Community Care, Inc. for an initial one (1) year period, which expired on June 30, 2017.
2. Camelot Community Care, Inc. provides the City's Charter Schools with behavioral health services on as needed basis to certain students enrolled at the Pembroke Pines Charter High School.
3. Section 5.2 of the Original Agreement allows 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 been renewed six (6) times, extending the term to June 30, 2023.
5. Furthermore, on April 6, 2022, the Parties executed the Sixth Amendment to decrease the scope of services and the total annual compensation from \$28,754.00 to \$27,850.00.
6. The City of Pembroke Pines Charter High School is satisfied with the performance and execution of the Original Agreement, as amended and recommends that the City Commission approve this Seventh Amendment to renew the term for an additional one (1) year period, which shall commence on July 1, 2023 and naturally expire on June 30, 2024, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:****a) Renewal Cost:** \$27,850.00**b) Amount budgeted for this item in Account No:**

172-569-5053-531310-6130-310-0000- Professional Svc - Tech Svc

**c) Source of funding for difference, if not fully budgeted:** N/A**d) 1 year projection of the operational cost of the project:**

	<b>FY 2023-2024</b>
Revenues	\$ .00
Expenditures	\$27,850.00
Net Cost	\$27,850.00

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

**Agenda Request Form Continued (23-0048)**

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**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?** N/A

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

**(C) Stryker Sales, LLC. - PowerLoad System - Renewal**

1. On April 7, 2021, the City entered into an Agreement with Stryker Sales, LLC. for an initial one (1) year period which naturally expired on April 14, 2022.
2. Stryker Sales, LLC provides a comprehensive maintenance plan for the City's Stryker stretchers and PowerLoad System.
3. The Original Agreement allows for additional one (1) year term renewals upon mutual consent, evidenced by a written Amendment.
4. On April 14, 2022, the City Commission approved the First Amendment to the Original Agreement to increase the annual compensation to \$26,096.00 and to extend the term for a one (1) year period which will naturally expire on April 14, 2023.
5. The Fire Department recommends that the City Commission approve this Second Amendment to increase the compensation to \$43,563.33 and to extend and align the term with the City's fiscal year which shall commence on April 15, 2023 and shall expire on September 30, 2024.

**FINANCIAL IMPACT DETAIL:**

**a) Renewal Cost:** \$43,563.33 (1 year and 5.5 months)

**b) Amount budgeted for this item in Account No:** 001-529-4003-546800-0000-000-0000  
(Maintenance Contract)

**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	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00
Expenditures	\$13,691.33	\$29,872.00	\$ .00	\$ .00	\$ .00
Net Cost	\$13,691.33	\$29,872.00	\$ .00	\$ .00	\$ .00

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

**Agenda Request Form Continued (23-0048)**

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**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) S. Katz, Inc. - Medical Director - Renewal**

1. On June 5th, 2019, the City entered into a Medical Director Agreement with S Katz, Inc. for an initial one (1) year period, which expired on June 4th, 2020.
2. The City of Pembroke Pines Fire Department contracts S. Katz, Inc. as a Medical Director to supervise and assume direct responsibility for the medical performance of the City's emergency medical technicians and paramedics.
3. Section 3.1 of the Original Agreement authorizes renewal of the Original Agreement for five (5), additional, one (1) year renewal terms upon mutual consent of the parties.
4. On April 15, 2020, the parties executed the First Amendment to the Original Agreement to renew the term for one (1) year, which expired on June 4th, 2021.
5. On March 17th, 2021, the parties executed the Second Amendment to the Original Agreement to renew the term for one (1) year, which expired on June 4th, 2022.
6. On March 2nd, 2022, the parties executed the Third Amendment to the Original Agreement to renew the term for one (1) year, which shall expire on June 4th, 2023.
7. The Fire Department recommends that the City Commission approve this Fourth Amendment to increase the annual compensation from \$40,102.00 to \$41,706.08 and to renew the term of the Agreement and align it with the City's fiscal year for a period which shall commence on June 5th, 2023 and shall expire on September 30th, 2024, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Renewal Cost:** \$55,608.11 (1 year and 4 months)

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

001-529-4003-531509-0000-000-0000- Professional Svc - OtherRescue

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

**d) 16-month projection of the operational cost of the project** Not Applicable



**Agenda Request Form Continued (23-0048)**

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	Current FY	FY 2023-24
Revenues	\$ .00	\$ .00
Expenditures	\$13,902.03	\$41,706.08
Net Cost	\$13,902.03	\$41,706.08

**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

**(E) Randy S. Katz, D.O., P.L. - Interim Medical Director - Renewal**

1. On June 5th, 2019, the City entered into an Agreement with Randy S. Katz, D.O., P.L. for an initial one (1) month period, commencing on June 5th, 2019.
2. The City of Pembroke Pines Fire Department contracts Randy S. Katz, D.O., P.L. as an Interim Medical Director to supervise and assume direct responsibility for the medical performance of the City's emergency medical technicians and paramedics on an as-needed basis.
3. Section 3.1 of the Original Agreement allows for automatic month-to-month renewals unless the Agreement is terminated.
4. To date the City Commission has approved continuation of the Original Agreement up to June 4th, 2023.
5. The Fire Department recommends that the City Commission approve this First Amendment to increase the monthly fee from \$3,341.83 to \$3,475.51 and to approve the continuation of the Interim Medical Director agreement on a month-to-month basis, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) Renewal Cost:** \$55,608.11 (1 year and 4 months)
- b) Amount budgeted for this item in Account No:**  
001-529-4003-531509-0000-000-0000- Professional Svc - OtherRescue
- c) Source of funding for difference, if not fully budgeted:** Not Applicable
- d) 16-month projection of the operational cost of the project** Not Applicable

Current FY	FY 2023-24
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**Agenda Request Form Continued (23-0048)**

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Revenues	\$ .00	\$ .00
Expenditures	\$13,902.03	\$41,706.08
Net Cost	\$13,902.03	\$41,706.08

**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

**(F) ESO Solutions, Inc. - Record Management Software - Non-Renewal**

1. On August 22nd, 2017, the City entered into a Record Management Software Agreement with ESO Solutions, Inc for an initial one (1) year period, which expired on August 21st, 2018.
2. The City of Pembroke Pines Fire Department utilizes ESO Solutions, Inc. to provide Health Records Management Software.
3. Section 3.2 of the Original Agreement authorized the Agreement to be extended for five (5) additional one (1) year periods upon mutual consent, evidenced by a written Amendment.
4. On September 4th, 2018, the Parties executed the First Amendment to provide for recognition of the corporate name change of CONTRACTOR from Conduent Government Systems, LLC to ESO Solutions, Inc., to amend Article II of the Original Agreement entitled Services and Responsibilities, to include an additional Software as a Service ("SaaS") Agreement, and to extend the term for the first, one (1) year renewal which expired on August 21st, 2019.
5. On August 14th, 2019, the Parties executed the Second Amendment to renew the term thereof for the second, one (1) year renewal which expired on August 21st, 2020.
6. On June 25th, 2020, the Parties executed the Third Amendment to renew the term thereof for the third, one (1) year renewal which expired on August 21st, 2021.
7. On February 3rd, 2021, the Parties executed the Fourth Amendment, to co-term all the software subscriptions and extend the third renewal term to coincide with the City's fiscal year, which expired on September 30th, 2021.
8. On June 16th, 2021, the Parties executed the Fifth Amendment to the Original Agreement, as amended, to renew the term thereof for the fourth, one (1) year renewal which will expired on September 30th, 2022.

**Agenda Request Form Continued (23-0048)**

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9. On June 27th, 2022, the Parties executed the Sixth Amendment to renew the term for all subscriptions with the exception of Firehouse, for the fifth and final, one (1) year renewal period which will expire on September 30, 2023.

10. The Agreement does not provide for any further renewal terms, and the Fire Department has begun a new procurement process to secure these services.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2022

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

<b>PRODUCER</b> Alliant Insurance Services, LLC 5444 Westheimer Suite 900 Houston TX 77056	<b>CONTACT NAME:</b> Credentialing Department <b>PHONE (A/C, No, Ext):</b> 800-342-2898 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> claimhistoryrequest@teamhealth.com														
<b>INSURED</b> Inphynet South Broward, LLC 265 Brookview Centre Way, Suite 400 Knoxville, TN 37919	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Allied World Surplus Lines Ins</td><td>24319</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></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 : Allied World Surplus Lines Ins	24319	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Allied World Surplus Lines Ins	24319														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:** 1536983190**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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input 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:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Medical Professional Liability (Claims Made Coverage)			03133678	6/1/2022	6/1/2024	Incident Aggregate \$250,000 \$750,000

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

The policy (ies) provides coverage for all medical professionals employed or contracted by the above insured only for medical professional services provided for or on behalf of the insured.  
KATZ, STEVEN H, MD

**CERTIFICATE HOLDER****CANCELLATION 30**

THE 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

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Rotstein, Daniel <drotstein@ppines.com>

Mon 3/6/2023 7:42 AM

To: Diaz, Eliezer <ediaz@ppines.com>

COL.pdf; Fourth Amendment to S Katz, Inc. - Medical Director Agreement.pdf; S Katz, Inc. - Medical Director Services (AB).pdf;

Approved

**Subject:** S Katz, Inc. - Medical Director 4th Amendment

Please could you review the attached COI with regard to the above-referenced agreement so as to provide us with your approval/comments?

## Eliezer "Eli" Diaz

## City of Pembroke Pines

Direct: 954-392-9438

Email: [ediaz@ppines.com](mailto:ediaz@ppines.com)

[www.ppi.net](http://www.ppi.net)



*City of Pembroke Pines*

**THIRD AMENDMENT TO  
MEDICAL DIRECTOR AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
S KATZ, INC.**

**THIS AMENDMENT ("Third Amendment")**, dated this 2nd day of March, **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

**S KATZ, INC.**, a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **9509 New Waterford Cove, Delray Beach, FL 33446**, hereinafter referred to as "MEDICAL DIRECTOR". "CITY" and "MEDICAL DIRECTOR" may hereafter be collectively referred to as the "Parties".

**WHEREAS**, on **June 5<sup>th</sup>, 2019**, the Parties entered into a Medical Director Agreement ("Original Agreement") to employ a Medical Director to supervise and assume direct responsibility for the medical performance of the CITY's emergency medical technicians and paramedics for an initial **one (1) year period**, which expired on **June 4<sup>th</sup>, 2020**; and,

**WHEREAS**, the Original Agreement authorized the renewal of the Original Agreement at the expiration of the initial term for **five (5) additional one (1) year** terms pursuant to written amendments to the Original Agreement extending the term thereof; and,

**WHEREAS**, on **April 15<sup>th</sup>, 2020**, the Parties executed the First Amendment to the Original Agreement to renew the term for an additional period which expired on **June 4<sup>th</sup>, 2021**; and,

**WHEREAS**, on **March 17<sup>th</sup>, 2021**, the Parties executed the Second Amendment to the Original Agreement, as amended, to revise and supplement the terms contained in the Original Agreement, as amended, and renew the term for an additional period which expires on **June 4<sup>th</sup>, 2022**; and,

**WHEREAS**, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire to renew the term of Original Agreement, as amended, for an additional **one (1) year period** which shall commence on **June 5<sup>th</sup>, 2022** and naturally expire on **June 4<sup>th</sup>, 2023** as set forth in this Third Amendment.

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

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*City of Pembroke Pines*

**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 which shall commence on **June 5<sup>th</sup>, 2022** and naturally expire on **June 4<sup>th</sup>, 2023**.

**SECTION 3. Scrutinized Companies.** MEDICAL DIRECTOR, 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.** MEDICAL DIRECTOR 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.**

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,

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*City of Pembroke Pines*

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

**SECTION 6.** The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment and this Third Amendment, 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 Third Amendment. The exhibits, if not physically

A handwritten signature in black ink, appearing to be a stylized 'D' or 'R' followed by a flourish.





City of Pembroke Pines

attached, should be treated as part of this Third Amendment and are incorporated herein by reference.

**SECTION 8.** 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 9.** 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.

**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 March 9, 2022

E858EEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK

BY: [Signature]

MAYOR FRANK C. ORTIS

**APPROVED AS TO FORM:**

DocuSigned by:

Danielle Schwabe

013E807C191D4FF

Print Name: Danielle Schwabe

OFFICE OF THE CITY ATTORNEY

DocuSigned by:

BY: Charles F. Dodge March 9, 2022

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

**MEDICAL DIRECTOR**

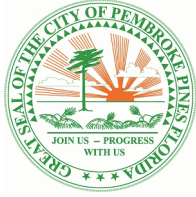
S KATZ, INC.

Signed By: [Signature]

Name: Steven Katz, MD

Title: President

[Signature]



# City of Pembroke Pines, FL

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

## Agenda Request Form

**Agenda Number: 12.**

**File ID:** 22-0132

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 02/22/2022

**Short Title:** Contracts Database Report - March 2nd, 2022

**Final Action:** 03/02/2022

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

(A) GLSC & Company, PLLC - Independent Auditing Services - Renewal

(B) S Katz, Inc. - Medical Director - Renewal

(C) Randy S. Katz D.O., P.L. - Interim Medical Director - Annual Review

**\*Agenda Date:** 03/02/2022

**Agenda Number:** 12.

### Internal Notes:

**Attachments:** 1. Contracts Database Report - March 2nd, 2022, 2. A. GLSC & Company, PLLC - Independent Auditor (FN-15-01) (all backup), 3. B. S Katz, Inc. - Medical Director Services (AB), 4. C. Randy Katz - Interim Medical Director (ALL BACKUP)

1 City Commission 03/02/2022 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  
FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:**

(A) GLSC & Company, PLLC - Independent Auditing Services - Renewal

(B) S Katz, Inc. - Medical Director - Renewal

(C) Randy S. Katz D.O., P.L. - Interim Medical Director - Annual Review

**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 17th, 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) GLSC & Company, PLLC - Independent Auditing Services - Renewal**

1. On July 8th, 2015, the City entered into an Auditor Engagement Agreement with GLSC & Company, PLLC for an initial five (5) year period, which expired on June 30th, 2020.
2. The City of Pembroke Pines Finance Department utilizes GLSC & Company, PLLC to provide audits of the City and Charter School financial statements.
3. Section 7.2.1 of the Original Agreement authorized the renewal of the Original Agreement for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On April 11th, 2019 the Parties executed the First Amendment to the Original Agreement to increase the compensation as a result of the additional procedures required by the new Governmental Accounting Standards.
5. On June 3rd, 2020 the Parties executed the Second Amendment to the Original Agreement to enter into the first, two (2) year renewal term which will expire on June 30th, 2022.
6. The Finance Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Third Amendment for the final, two (2) year renewal term commencing on July 1st, 2022 and expiring on June 30th, 2024, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$140,792.00 (Subject to CPI Adjustment) broken-down as follows:  
 City Audit: \$108,997.00 (Subject to CPI Adjustment)  
 Charter Schools Audit: \$31,795.00 (Subject to CPI Adjustment)
- b) **Amount budgeted for this item in Account No:** This fee is budgeted annually as in

**Agenda Request Form Continued (22-0132)**

object code 532100 - Accounting and Audit Fees.

001-513-2001-532100-0000-000-0000	\$46,638.00
001-569-5005-532100-0000-000-0000	1,048.00
001-575-7006-532100-0000-000-0000	1,991.00
471-536-6010-532100-0000-000-0000	59,320.00

-----  
\$108,997.00

170-569-5051-532100-7100-310-0000-00550	\$ 4,542.00
170-569-5051-532100-7100-310-0000-00551	4,542.00
170-569-5051-532100-7100-310-0000-00552	4,542.00
171-569-5052-532100-7100-310-0000-00553	4,542.00
171-569-5052-532100-7100-310-0000-00554	4,542.00
172-569-5053-532100-7100-310-0000	4,543.00
173-569-5061-532100-7100-310-0000	4,542.00

-----  
\$31,795.00

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

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

	Current	FY2023	FY2024
Revenues	\$ .00	\$ .00	\$ .00
Expenditures	\$140,792.00	\$140,792.00	\$140,792.00 (Subject to CPI Adjustment)
Net Cost	\$140,792.00	\$140,792.00	\$140,792.00 (Subject to CPI Adjustment)

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

**(B) S KATZ, INC.-MEDICAL DIRECTOR-RENEWAL**

1. On June 5th, 2019, the City entered into a Medical Director Agreement with S Katz, Inc. for an initial one (1) year period, which expired on June 4th, 2020.
2. The City of Pembroke Pines Fire Department utilizes S. Katz, Inc. to employ a Medical Director to supervise and assume direct responsibility for the medical performance of the City's emergency medical technicians and paramedics.
3. Section 3.1 of the Original Agreement allows for five (5) additional one (1) year terms upon mutual consent, evidenced by written Amendments extending the term thereof.
4. To date the Original Agreement has had two (2) amendments, including two (2) additional one (1) year terms which extended the term to June 4th, 2022.
5. The Fire Department is satisfied with the performance and execution of this Agreement and recommends that the City Commission approve this Third Amendment to extend the term for an additional one (1) year renewal term which shall commence on June 5th, 2022 and naturally expire on June 4th, 2023, as allowed by the agreement.

Agenda Request Form Continued (22-0132)**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$40,102.00
- b) **Amount budgeted for this item in Account No:** 1-529-4003-531509-0000-000-0000  
Professional Svc - Other Rescue
- c) **Source of funding for difference, if not fully budgeted:** "Not Applicable."
- d) **2 year projection of the operational cost of the project** "Not Applicable"

	Current FY	Year 2
Revenues	\$ .00	\$ .00
Expenditures	\$13,367.33	\$26,734.67
Net Cost	\$13,367.33	\$26,734.67

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

**(C) Randy S. Katz D.O., P.L. - Interim Medical Director - Annual Review**

1. On June 5th, 2019, the City entered into an Agreement with Randy S. Katz, D.O., P.L. for an initial one (1) month period, commencing on June 5th, 2019.
2. The City of Pembroke Pines Fire Department utilizes Randy S. Katz, D.O., P.L. to employ an Interim Medical Director to supervise and assume direct responsibility for the medical performance of the City's emergency medical technicians and paramedics on an as-needed basis.
3. Section 3.1 of the Original Agreement allows for automatic month-to-month renewals unless the Agreement is terminated.
4. To date the City Commission has approved the continuation of the Original Agreement up to June 4th, 2022.
5. The Fire Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve the continuation of the month-to-month services, for an additional twelve (12) month period, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$40,102.00
- b) **Amount budgeted for this item in Account No:** 001-529-4003-531509-0000-000-0000  
Professional Svc - Other Rescue
- c) **Source of funding for difference, if not fully budgeted:** "Not Applicable."
- d) **2 year projection of the operational cost of the project** "Not Applicable"

	Current FY	Year 2
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**Agenda Request Form Continued (22-0132)**

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Revenues	\$ .00	\$ .00
Expenditures	\$13,367.33	\$26,734.67
Net Cost	\$13,367.33	\$26,734.67

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2022

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

<b>PRODUCER</b> Alliant Insurance Services, LLC 5444 Westheimer Suite 900 Houston TX 77056	<b>CONTACT</b> NAME: Credentialing Department PHONE (A/C, No, Ext): 800-342-2898 FAX (A/C, No): E-MAIL ADDRESS: claimhistoryrequest@teamhealth.com														
<b>INSURED</b> Inphynet South Broward, LLC 265 Brookview Centre Way, Suite 400 Knoxville, TN 37919	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : The Doctors Company</td> <td>34495</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></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 : The Doctors Company	34495	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : The Doctors Company	34495														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER: 823266654****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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input 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:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Medical Professional Liability (Claims Made Coverage)			2120188	6/1/2021	6/1/2022	Incident \$250,000 Aggregate \$750,000

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

The policy (ies) provides coverage for all medical professionals employed or contracted by the above insured only for medical professional services provided for or on behalf of the insured.  
 KATZ, STEVEN H, MD

**CERTIFICATE HOLDER****CANCELLATION 30**

The 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

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City of Pembroke Pines

**SECOND AMENDMENT TO MEDICAL  
DIRECTOR AGREEMENT BETWEEN THE CITY  
OF PEMBROKE PINES AND  
S. KATZ, INC.**

**THIS AMENDMENT ("Second Amendment")**, dated this 17th day of March, **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

**S KATZ, INC.**, a **For Profit Corporation** as listed with the Florida Division of Corporations, and with a business address of **9509 New Waterford Cove, Delray Beach, FL. 33446**, hereinafter referred to as "MEDICAL DIRECTOR". "CITY" and "MEDICAL DIRECTOR" may hereafter be collectively referred to as the "Parties".

**WHEREAS**, on **June 5, 2019**, the CITY and MEDICAL DIRECTOR entered into the Medical Director Agreement ("Original Agreement") to employ a Medical Director to supervise and assume direct responsibility for the medical performance of the CITY's emergency medical technicians and paramedics for an initial **one (1) year period**, commencing on **June 5, 2019** and naturally expiring on **June 4, 2020**; and,

**WHEREAS**, the Original Agreement authorized the renewal of the Original Agreement at the expiration of the initial term for **five (5) additional one (1) year terms** pursuant to written amendments to the Original Agreement; and,

**WHEREAS**, on **April 15, 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** commencing on **June 5, 2020** and expiring on **June 4, 2021**; and,

**WHEREAS**, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire to renew the term of Original Agreement, as amended, for a **one (1) year period** commencing on **June 5, 2021** and naturally expiring on **June 4, 2022** and to supplement the terms contained therein as set forth in this Second Amendment to Original Agreement.

**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:

A handwritten signature in black ink, appearing to be a stylized 'P' or similar character.





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 ~~striketrough 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** renewal period commencing on **June 5, 2021** and naturally expiring on **June 4, 2022**.

**SECTION 4.** Article 12 of the Original Agreement, as amended, entitled "**Miscellaneous**" is hereby revised and amended by the addition of Section 12.22, as set forth below:

**12.22 Employment Eligibility.** MEDICAL DIRECTOR 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.

**12.22.1 Definitions for this Section.**

12.22.1.1 "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.

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

12.22.1.3 "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.

12.22.1.4 "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.

**12.22.2 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:

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

12.22.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to



City of Pembroke Pines

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

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

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

**SECTION 7.** Each exhibit referred to in the Original Agreement, 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 8.** 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 to all provisions contained in this Second Amendment.

**SECTION 9.** 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.

A handwritten signature in blue ink, appearing to be a stylized 'R' or 'P'.




City of Pembroke Pines


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

ATTEST:


**CITY:**

CITY OF PEMBROKE PINES

DocuSigned by:  
  
E858EEE04EEF4F3... March 23, 2021  
MARLENE D. GRAHAM,  
CITY CLERK

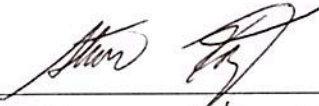
DocuSigned by:  
  
47B966ECFDAD4AC... March 22, 2021  
BY: CHARLES F. DODGE  
CITY MANAGER

APPROVED AS TO FORM

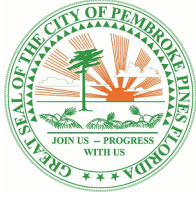
DocuSigned by:  
  
013E807C191D4FF...  
Print Name: Danielle Schwabe  
OFFICE OF THE CITY ATTORNEY  
March 22, 2021

**MEDICAL DIRECTOR:**

S KATZ, INC.

Signed By:   
Print Name: Steven Katz, MD  
Title: President





# City of Pembroke Pines, FL

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

## Agenda Request Form

**Agenda Number: 10.**

**File ID:** 21-0163

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 03/08/2021

**Short Title:** Contract Database Report - 03/17/2021

**Final Action:** 03/17/2021

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

(A) S. Katz, Inc. - Medical Director - Renewal

(B) Randy S. Katz D.O., P.L.-Interim Medical Director - Continuation

**ITEMS (C) AND (D) 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:**

(C) Government & ERP Implementation Services - Consulting Services - Non  
Renewal

(D) Admire Cleaning Services - Janitorial Services - Non Renewal

**\*Agenda Date:** 03/17/2021

**Agenda Number:** 10.

### Internal Notes:

**Attachments:** 1. Contract Database Report 3-17-2021, 2. S. Katz, Inc.-Medical Director-Orig-2nd Amendment (All Backup), 3. Randy S. Katz - Interim Medical Director(ALL BACKUP), 4. Government & ERP Implementation - Consulting Services - (All Backup), 5. Admire Cleaning Service Corp - Janitorial Services Agreement for FD (FI-15-02) (Orig-2nd A)(All Backup)

1 City Commission 03/17/2021 approve

Pass

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

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

Nay: - 0

**Agenda Request Form Continued (21-0163)**

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

(A) S. Katz, Inc. - Medical Director - Renewal

(B) Randy S. Katz D.O., P.L.-Interim Medical Director - Continuation

**ITEMS (C) AND (D) 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:**

(C) Government & ERP Implementation Services - Consulting Services - Non Renewal

(D) Admire Cleaning Services - Janitorial Services - Non Renewal

**FINANCIAL IMPACT DETAIL:**

**a) Renewal Cost:** \$40,102.00

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

001-529-4003-531509-0000-000-0000. (Professional Services other-Rescue)

**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	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00
Expenditures	\$13,367.33	\$26,734.67	\$ .00	\$ .00	\$ .00
Net Cost	\$13,367.33	\$26,734.67	\$ .00	\$ .00	\$ .00

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

**(B) Randy S. Katz D.O., P.L. -Interim Medical Director-Continuation**

1. On June 5th, 2019 the City Commission approved to enter into an Interim Medical Director Agreement with Randy S. Katz D.O., P.L. for an initial one (1) month period, commencing June 5th, 2019.

2. The City of Pembroke Pines Fire Department utilizes Randy S. Katz D.O., P.L. to provide Interim Medical Director Services on an as-needed basis.

3. Section 3.1 of the Original Agreement allows for automatic month-to-month renewals unless the Agreement is terminated.

4. On February 25th, 2020, the City Commission approved the review of the Agreement and its continuation for another 12-month period.

Agenda Request Form Continued (21-0163)

5. The Fire Department recommends that the City Commission approve the continuation of the month-to-month services, as allowed by the Agreement, for an additional twelve (12) month period.

**FINANCIAL IMPACT DETAIL:**

a) **Renewal Cost:** \$40,102.00

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

001-529-4003-531509-0000-000-0000. (Professional Services other-Rescue)

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	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00
Expenditures	\$13,367.33	\$26,734.67	\$ .00	\$ .00	\$ .00
Net Cost	\$13,367.33	\$26,734.67	\$ .00	\$ .00	\$ .00

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

**(C) Government & ERP Implementation Services, LLC - Consulting Services for the ERP Implementation - Non-Renewal**

1. On January 15th, 2020, the City Commission approved the Professional Services Agreement between the City of Pembroke Pines and Government & ERP Implementation Services, LLC for consulting services and assistance with the Tyler-Munis Enterprise Resource Planning (ERP) Software Implementation for an initial one (1) year period, commencing January 15th, 2020 and expiring January 14th, 2021.
2. On August 19th, 2020, the City Commission approved the First Amendment to the Original Agreement extending the term for an additional 180 days extending the term to July 14th, 2021.
3. The Original Agreement does not allow for renewals; therefore, no further action is needed.

**(D) ADMIRE CLEANING SERVICES CORP - JANITORIAL SERVICES - NON-RENEWAL**

1. On September 22nd, 2015, the City entered into a Service Agreement with Admire Cleaning Services Corp. for an initial two (2) year period, commencing October 1st, 2015 and expiring September 30th, 2017.
2. Admire Cleaning Services Corp. provides janitorial services to the City's Fire Department.
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.



Agenda Request Form Continued (21-0163)

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4. On November 14th, 2017, the Parties executed the First Amendment for the first two (2) year renewal period commencing on October 1st, 2017 and expiring on September 30th, 2019.
5. On October 2nd, 2019, the Parties executed the Second Amendment for the final two (2) year renewal period commencing October 1st, 2019 and expiring on September 30th, 2021.
6. The Agreement does not allow for any further renewals and the Fire Department will commence the procurement process for these services.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/10/2020

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

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

<b>PRODUCER</b> Alliant Insurance Services, LLC 5444 Westheimer Suite 900 Houston TX 77056	<b>CONTACT</b> NAME: Credentialing Department PHONE (A/C, No, Ext): 800-342-2898 FAX (A/C, No): E-MAIL ADDRESS: claimhistoryrequest@teamhealth.com														
<b>INSURED</b> Inphynet South Broward, LLC 265 Brookview Centre Way, Suite 400 Knoxville, TN 37919	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Doctors Company, An Interinsur</td> <td>34495</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></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: Doctors Company, An Interinsur	34495	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Doctors Company, An Interinsur	34495														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** 1583558433**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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input 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:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Medical Professional Liability (Claims Made Coverage)			2120188	6/1/2020	6/1/2021	Incident \$250,000 Aggregate \$750,000

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

The policy (ies) provides coverage for all medical professionals employed or contracted by the above insured only for medical professional services provided for or on behalf of the insured.  
 KATZ, STEVEN H, MD

**CERTIFICATE HOLDER****CANCELLATION 30**

The 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

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**FIRST AMENDMENT TO AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
S. KATZ, INC.**

**THIS IS AN AGREEMENT ("Agreement")**, dated this 15<sup>th</sup> day of April, 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

**S. KATZ, INC.**, a Profit Corporation as listed with the Florida Division of Corporations, and with a business address of **9509 New Waterford CV, Delray Beach, FL 33446**, hereinafter referred to as "MEDICAL DIRECTOR". "CITY" and "MEDICAL DIRECTOR" may hereafter be collectively referred to as the "Parties".

**WHEREAS**, on **June 5, 2019**, the CITY and MEDICAL DIRECTOR entered into the Original Agreement ("Original Agreement") for an initial **one (1) year period**, commencing on **June 5, 2019** and expiring on **June 4, 2020**; and,

**WHEREAS**, the Original Agreement authorized the renewal of the Agreement at the expiration of the initial term for **five (5) 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 desire to execute the first **one (1) year renewal** option, in accordance with the terms and conditions set forth herein.

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

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

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

**SECTION 2.** The Original Agreement, is hereby renewed for the **one (1) year renewal** period commencing on **June 5, 2020** and terminating on **June 4, 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**

A handwritten signature, possibly of a city official, located in the bottom right corner of the page.



City of Pembroke Pines

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

ATTEST:

CITY:

CITY OF PEMBROKE PINES

MARLENE D. GRAHAM,  
CITY CLERK

BY:

CHARLES F. DODGE  
CITY MANAGER

4/21/2020

APPROVED AS TO FORM

Print Name: Julie Klauer  
OFFICE OF THE CITY ATTORNEY



MEDICAL DIRECTOR:

S. KATZ, INC.

By:

Name: Steven Katz

Title: Director

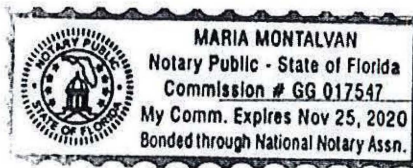
STATE OF Florida

COUNTY OF Broward ) ss:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of April, 2020, by Steven Katz, M.D., of S. KATZ, INC., a Florida Profit Corporation on behalf of the corporation. He/she ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

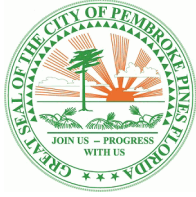
NOTARY PUBLIC

Maria Montalvan  
(Name of Notary Typed, Printed or Stamped)



Title or Rank

Serial Number, if any



# City of Pembroke Pines, FL

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

## Agenda Request Form

**File ID:** 20-0207

**Type:** Agreements/Contracts

**Status:** Approval Review

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 02/25/2020

**Short Title:** Contracts Database Report-April

**Final Action:**

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

**(A) SRT Supply, Inc. - Purchase of Police Body Armor - Renewal**

**(B) Toshiba America Business Solutions, Inc. - Multi-Function Products (Printers/Copiers) - Renewal**

**(C) S. Katz, Inc.-Medical Director - Renewal**

**(D) Randy S. Katz D.O., P.L.-Interim Medical Director - Continuation**

**(E) Allied Universal Corporation - Furnish and Delivery of Sodium Hydroxide 50% by Weight - Renewal**

**(F) Fort Bend Services, Inc. - Purchase of FBS C1282 Polymer - Renewal**

**(G) Morton Salt, Inc. - Purchase of Sodium Chloride CO-OP - Renewal**

**ITEM (H) IS RENEWING FOR AN AMOUNT LESS THAN \$25,000, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THIS IS PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:**

**(H) Thor Guard, Inc. - Lightening Prediction & Warning System Maintenance - Renewal**

**\*Agenda Date:** 04/15/2020

**Agenda Number:**

**Internal Notes:**

**Attachments:** 1. Contracts Database Report - April 15, 2020, 2. SRT Supply Inc. - Body Armor - Original - Fifth Amendment (all backup), 3. Toshiba Business Solutions USA, Inc. - Multi-Function Products - Original Agreement (TS-14-01), 4. S. Katz, Inc. - Medical Director - Master Agreement (All Backup), 5. Randy Katz - Interim Medical Director MASTER (Fully Executed)(ALL BACKUP), 6. Allied Universal Corporation - Furnish and Deliver Sodium Hydroxide 50% by Weight - Co-Op Agreement (all backup), 7. Fort Bend Services, Inc. - Purchase of FBS C1685 - Fifth Amendment (All Backup), 8. Morton Salt-Purchase of Sodium Chloride-Renewal Agreement 3 (All Backup), 9. Thor Guard, Inc. - Lightning Prediction & Warning System - Maintenance (All Backup)

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

**(A) SRT Supply, Inc. - Purchase of Police Body Armor - Renewal**

**(B) Toshiba America Business Solutions, Inc. - Multi-Function Products  
(Printers/Copiers) - Renewal**

**(C) S. Katz, Inc.-Medical Director - Renewal**

**(D) Randy S. Katz D.O., P.L.-Interim Medical Director - Continuation**

**(E) Allied Universal Corporation - Furnish and Delivery of Sodium Hydroxide 50% by  
Weight - Renewal**

**(F) Fort Bend Services, Inc. - Purchase of FBS C1282 Polymer - Renewal**

**(G) Morton Salt, Inc. - Purchase of Sodium Chloride CO-OP - Renewal**

**ITEM (H) IS RENEWING FOR AN AMOUNT LESS THAN \$25,000, THEREFORE, NO  
COMMISSION ACTION IS REQUIRED AS THIS IS PRESENTED FOR NOTIFICATION  
PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT  
CODE:**

**(H) Thor Guard, Inc. - Lightning Prediction & Warning System Maintenance - 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) SRT Supply, Inc. - Purchase of Police Body Armor - Renewal**

1. On February 29, 2016, the City Commission approved to enter into a Purchase Agreement with SRT Supply, Inc. for an initial one (1) year period, commencing March 1, 2016 and expiring February 28, 2017.

2. The City of Pembroke Pines Police Department utilizes SRT Supply, Inc. to provide body armor vests for its officers.

3. Section 2.2 of the Original Agreement allows for five (5) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. Four (4) Amendments have been executed for three (3) renewal terms and one (1) increase in the estimated number of vests.

5. The Police Department recommends that the City Commission approve this Fifth Amendment to include the option of an outer vest carrier and for the fourth renewal term commencing February 29, 2020 and ending September 30, 2021, to coincide with the City's Fiscal Year and as allowed by the agreement.

**...Financial Impact**

**FINANCIAL IMPACT DETAIL:**

- a) **Annual Renewal Cost:** \$94,000.00
- b) **Amount budgeted for this item in Account No:** 1-521-3001- - 52600: 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** Not Applicable

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00
Expenditures	\$74,260.00	\$94,000.00	\$ .00	\$ .00	\$ .00
Net Cost	\$74,260.00	\$94,000.00	\$ .00	\$ .00	\$ .00

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

**(B) Toshiba America Business Solutions, Inc. - Multi-Function Products**



**(Printers/Copiers) - Renewal**

1. On February 3, 2015, the City entered into an Agreement with Toshiba America Business Solutions, Inc. for an initial five (5) year period, commencing February 1, 2015 and expiring February 1, 2020.
2. The City of Pembroke Pines utilizes Toshiba America Business Solutions, Inc. to provide for the purchase and lease of Multi-Function Products (Printers/Copiers) city-wide.
3. Section 3.2 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Technology Services Department will be bringing to Commission at an upcoming meeting a request to advertise a solicitation for Multifunction Copiers/Printers. This contract will need to remain in place until that solicitation is eventually awarded and the leases for all equipment currently possessed by the City and Charter Schools have expired.
5. The Technology Services Department recommends on behalf of all departments city-wide that the City Commission approve this First Amendment for the one (1) year renewal term commencing February 2, 2020 and ending February 1, 2021, as allowed by the agreement.

**FINANCIAL IMPACT DETAILS:**

**a) Annual Renewal Cost / Pro-rated Cost:** \$177,739.00 / \$101,479.07

**b) Annual amount budgeted for this item in Account No:**

	<u><b>Annual Cost</b></u>	<u><b>Pro-rated Cost</b></u>
170-569-5051-550-44200-7800-369	\$90.36	\$37.65
170-569-5051-550-46800-7800-359	\$69.04	\$28.77
170-569-5051-550-44200-7300-369	\$7,341.00	\$3,058.75
170-569-5051-550-46800-7300-359	\$4,758.40	\$1,982.67
170-569-5051-550-52590-5101-590	\$312.50	\$130.21
170-569-5051-550-52590-5102-590	\$250.00	\$104.17
170-569-5051-550-52590-5102-519	\$205.00	\$85.42
<b>East Campus</b>	<b>\$13,026.30</b>	<b>\$5,427.63</b>
170-569-5051-551-44200-7300-369	\$3,023.28	\$1,259.70
170-569-5051-551-46800-7300-359	\$3,051.99	\$1,271.66
170-569-5051-551-44200-7800-369	\$90.36	\$37.65
170-569-5051-551-46800-7800-359	\$69.03	\$28.76
<b>West Elem Campus</b>	<b>\$6,234.66</b>	<b>\$2597.78</b>
171-569-5052-553-44200-7300-369	\$7,199.76	\$2,999.90
171-569-5052-553-44200-7300-359	\$5,169.09	\$2,153.79
171-569-5052-553-44200-7800-369	\$90.36	\$37.65

171-569-5052-553-46800-7800-359	\$69.06	\$28.78
171-569-5052-553-52590-7300-590	\$312.50	\$130.21
171-569-5052-553-52590-5102-590	\$312.50	\$130.21
<b>West Middle Campus</b>	<b>\$13,153.27</b>	<b>\$5,480.53</b>

170-569-5051-552-44200-7300-369	\$438.46	\$182.69
170-569-5051-552-46800-7300-359	\$287.06	\$119.61
170-569-5051-552-44200-5101-362	\$1,949.88	\$812.45
170-569-5051-552-44200-5102-362	\$960.48	\$400.20
170-569-5051-552-46800-5101-350	\$1,477.21	\$615.50
170-569-5051-552-46800-5102-350	\$727.57	\$303.15
170-569-5051-552-44200-7800-369	\$90.36	\$37.65
170-569-5051-552-46800-7800-359	\$69.07	\$28.78
170-569-5051-552-52590-5101-590	\$316.60	\$131.92
170-569-5051-552-52590-5102-590	\$155.90	\$64.96
170-569-5051-552-52590-7300-590	\$62.50	\$26.04
<b>Central Elem Campus</b>	<b>\$6,535.09</b>	<b>\$2,722.95</b>

**Annual Cost**

**Pro-rated Cost**

171-569-5052-554-44200-7300-369	\$438.46	\$182.69
171-569-5052-554-46800-7300-359	\$287.08	\$119.62
171-569-5052-554-44200-5102-362	\$2,910.36	\$1,212.65
171-569-5052-554-46800-5102-350	\$2,204.82	\$918.68
171-569-5052-554-44200-7800-369	\$90.36	\$37.65
171-569-5052-554-46800-7800-359	\$69.06	\$28.78
171-569-5052-554-52590-5102-590	\$472.50	\$196.88
171-569-5052-554-52590-7300-590	\$62.50	\$26.04
<b>Central Middle Campus</b>	<b>\$6,535.14</b>	<b>\$2,722.98</b>

172-569-5053-44200-7300-369	\$8,553.48	\$3,563.95
172-569-5053-46800-7300-359	\$3,225.30	\$1,343.88
172-569-5053-44200-7800-369	\$90.36	\$37.65
172-569-5053-46800-7800-359	\$69.06	\$28.78
<b>AV Charter School</b>	<b>\$11,938.20</b>	<b>\$4,974.25</b>

173-569-5061-44200-7300-369	\$4,746.12	\$1,977.55
173-569-5061-46800-7300-359	\$5,101.07	\$2,125.45
173-569-5061-44200-7800-369	\$90.48	\$37.70
173-569-5061-46800-7800-359	\$69.06	\$28.78
173-569-5061-52590-5101-590	\$418.75	\$174.48
173-569-5061-52590-5102-590	\$206.25	\$85.94
<b>FSU Charter School</b>	<b>\$10,631.73</b>	<b>\$4,429.89</b>

1-529-3001-9007-44200	\$956.64	\$637.76
1-529-3001-9007-46800	\$174.81	\$116.54



<b>Code Compliance</b>	<b>\$1,131.45</b>	<b>\$754.30</b>
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1-521-3001-44200	\$937.17	\$624.78
1-521-3001-46800	\$1,127.54	\$751.69

<b>Police</b>	<b>\$2,064.71</b>	<b>\$1,376.47</b>
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1-569-8001-44200	\$4,656.60	\$3,104.40
1-569-8001-46800	\$5,660.47	\$3,773.65

1-569-8001-52000	\$125.00	\$83.33
1-569-8001-52650	\$430.00	\$286.67
1-569-8001-51100	\$412.00	\$274.67
1-569-8001-52653	\$259.99	\$173.33

<b>Community Service</b>	<b>\$11,544.06</b>	<b>\$7,696.04</b>
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<u><b>Annual Cost</b></u>	<u><b>Pro-rated Cost</b></u>
---------------------------	------------------------------

1-513-2002-44200	\$1,690.20	\$1,126.80
1-513-2002-46800	\$1,422.85	\$948.57

<b>Technology Service</b>	<b>\$3,113.05</b>	<b>\$2,075.37</b>
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1-519-6006-44200	\$2,261.64	\$1,507.76
1-519-6006-46800	\$2,087.35	\$1,391.57
1-519-6006-52000	\$798.00	\$532.00
1-519-6006-51100	\$165.00	\$110.00

<b>Environ Svc (Engineering)</b>	<b>\$5,311.99</b>	<b>\$3,541.33</b>
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1-515-9002-44200	\$3,294.00	\$2,196.00
1-515-9002-46800	\$1,305.77	\$870.51
1-515-9002-51100	\$125.00	\$83.33

<b>Planning &amp; Economic Dev</b>	<b>\$4,724.77</b>	<b>\$3,149.85</b>
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1-569-5002-208-44200	\$1,711.92	\$1,141.28
1-569-5002-208-46800	\$1,663.34	\$1,108.89
1-569-5002-208-52000	\$125.00	\$83.33

<b>West Pre-School</b>	<b>\$3,500.26</b>	<b>\$2,333.51</b>
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1-569-5002-209-44200	\$1,808.52	\$1,205.68
1-569-5002-209-46800	\$1,522.08	\$1,014.72

<b>Central Pre-School</b>	<b>\$3,330.60</b>	<b>\$2,220.40</b>
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1-569-5002-203-44200	\$1,427.88	\$951.92
1-569-5002-203-46800	\$276.70	\$184.47

<b>East/Village Pre-School</b>	<b>\$1,704.58</b>	<b>\$1,136.39</b>
--------------------------------	-------------------	-------------------

1-572-7001-44200	\$9,238.08	\$6,158.72
1-572-7001-46800	\$3,953.36	\$2,635.57
<b>Rec &amp; Cultural Arts</b>	<b>\$13,191.44</b>	<b>\$8,794.29</b>

1-575-7006-44200	\$267.24	\$178.16
1-575-7006-46800	\$500.01	\$333.34
<b>Golf Course</b>	<b>\$767.25</b>	<b>\$511.50</b>

	<b><u>Annual Cost</u></b>	<b><u>Pro-rated Cost</u></b>
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1-573-7010-350-44200	\$1,226.88	\$817.92
1-573-7010-350-46800	\$569.37	\$379.58
<b>Art Gallery</b>	<b>\$1,796.25</b>	<b>\$1,197.50</b>

1-573-7010-340-44200	\$632.64	\$421.76
1-573-7010-340-46800	\$125.62	\$83.75
<b>Civic Center</b>	<b>\$758.26</b>	<b>\$505.51</b>

1-554-8002-44200	\$1,427.88	\$951.92
1-554-8002-46800	\$506.23	\$337.49
1-554-8002-52000	\$250.00	\$166.67
<b>Pines Point</b>	<b>\$2,184.11</b>	<b>\$1,456.07</b>

1-554-8002-603-44200	\$1,690.20	\$1,126.80
1-554-8002-603-46800	\$1,398.88	\$932.59
<b>Pines Place</b>	<b>\$3,089.08</b>	<b>\$2,059.39</b>

1-513-2001-44200	\$4,353.12	\$2,902.08
1-513-2001-46800	\$1,943.66	\$1,295.77
<b>Finance</b>	<b>\$6,296.78</b>	<b>\$4,197.85</b>

1-519-6001-44200	\$6,314.04	\$4,209.36
1-519-6001-46800	\$4,677.08	\$3,118.05
1-519-6001-52000	\$420.00	\$280.00
<b>General Govt Bldg</b>	<b>\$11,411.12</b>	<b>\$7,607.41</b>

1-539-6004-44200	\$2,261.64	\$1,507.76
1-539-6004-46800	\$737.12	\$491.41
<b>Grounds Maintenance</b>	<b>\$2,998.76</b>	<b>\$1,999.17</b>

471-536-6010-44200	\$3,962.04	\$2,641.36
471-536-6010-46800	\$6,131.18	\$4,087.45
471-536-6010-51100	\$5,996.00	\$3,997.33

**Utilities Admin Svc** **\$16,089.22** **\$10,726.15**

1-529-4003-44200	\$1,912.44	\$1,274.96
1-529-4003-46800	\$425.02	\$283.35
1-529-4003-46100	\$843.21	\$562.14

**Fire/Rescue** **\$3,180.67** **\$2,120.45**

**Annual Cost** **Pro-rated Cost**

1-529-4003-678-44200	\$1,553.40	\$1,035.60
1-529-4003-678-46800	\$328.24	\$218.83
<b>Fire Prevention</b>	<b>\$1,881.64</b>	<b>\$1,254.43</b>

1-512-201-44200	\$1,760.40	\$1,173.60
1-512-201-46800	\$960.07	\$640.05
<b>City Manager</b>	<b>\$2,720.47</b>	<b>\$1,813.65</b>

1-511-100-44200	\$2,206.32	\$1,470.88
1-511-100-46800	\$1,317.41	\$878.27
<b>City Commission</b>	<b>\$3,523.73</b>	<b>\$2,349.15</b>

1-519-1001-44200	\$3,095.52	\$2,063.68
1-519-1001-46800	\$274.84	\$183.23
<b>City Clerk</b>	<b>\$3,370.36</b>	<b>\$2,246.91</b>

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

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

	Current City FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditures	\$63,982.69	\$45,701.92	\$0.00	\$0.00	\$0.00
Net Cost	\$63,982.69	\$45,701.92	\$0.00	\$0.00	\$0.00

	Current School FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditures	\$28,356.00	\$39,698.39	\$0.00	\$0.00	\$0.00
Net Cost	\$28,356.00	\$39,698.39	\$0.00	\$0.00	\$0.00

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

**(C) S. Katz, Inc.-Medical Director - Renewal**

1. On June 5, 2019, the City Commission approved to enter into a Medical Director Agreement

with S. Katz, Inc. for an initial one (1) year period, commencing June 5, 2019 and expiring June 4, 2020.

2. The City of Pembroke Pines Fire Department utilizes S. Katz, Inc. to act as the sole Medical Director for the City and to perform services as the Medical Director for the City.

3. Section 3.1 of the Original Agreement allows for five (5) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. The Fire Department recommends that the City Commission approve this First Amendment for the first one (1) year renewal term commencing June 5, 2020 and ending June 4, 2021, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

a) **Renewal Cost:** \$40,102.00

b) **Amount budgeted for this item in Account No:** 1-529-4003-31509 (Professional Services other-Rescue)

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	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditures	\$13,367.33	\$26,734.67	\$0.00	\$0.00	\$0.00
Net Cost	\$13,367.33	\$26,734.67	\$0.00	\$0.00	\$0.00

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

**(D) Randy S. Katz D.O., P.L.-Interim Medical Director - Continuation**

1. On June 5, 2019 the City Commission approved to enter into an Agreement with Randy S. Katz D.O., P.L. for an initial one (1) month period, commencing June 5, 2019.

2. The City of Pembroke Pines Fire Department utilizes Randy S. Katz D.O., P.L. to provide Interim Medical Director Services on an as-needed basis.

3. Section 3.1 of the Original Agreement allows for automatic month-to-month renewals unless the Agreement is terminated.

4. The Fire Department recommends that the City Commission approve the continuation of the month-to-month services, as allowed by the agreement, for an additional twelve (12) month period.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$40,102.00  
b) **Amount budgeted for this item in Account No:** 1-529-4003-31509 (Professional Services other-Rescue)  
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	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditures	\$13,367.33	\$26,734.67	\$0.00	\$0.00	\$0.00
Net Cost	\$13,367.33	\$26,734.67	\$0.00	\$0.00	\$0.00

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

**(E) Allied Universal Corporation - Furnish and Delivery of Sodium Hydroxide 50% by Weight - Renewal**

1. On May 23, 2018, the City Commission approved the purchase of chemicals from Allied Universal Corporation utilizing the Southeast Florida Governmental Cooperative Purchasing Agreement for an initial two (2) year period, commencing April 17, 2018 and expiring April 16, 2020.
2. The City of Pembroke Pines Utilities Department requires the use of sodium hydroxide as part of the process of odor control at the Wastewater Plant. Sodium Hydroxide 50% by weight is used at the East Scrubber.
3. The Original Agreement allows for three (3) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Utilities Department recommends that the City Commission approve this First Amendment for the one (1) year renewal term commencing April 17, 2020 and ending April 16, 2021, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** Approximately \$29,400 per year to be utilized on an as needed basis (10,000 gallons x \$2.94 per gallon). The prorated amount for the five and a half remaining months of the fiscal year is \$13,475.  
b) **Amount budgeted for this item in Account No:** \$29,400 in Account No. 471-535-6022-52430 (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**

	4-17-2020-9/30/2020	10/1/2020-4/16/2021	Year 3	Year 4	Year 5
Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditures	\$13,475.00	\$15,925.00	\$0.00	\$0.00	\$0.00

Net Cost	\$13,475.00	\$15,925.00	\$ .00	\$ .00	\$ .00
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e) **Detail of additional staff requirements:** Not Applicable

**(F) Fort Bend Services, Inc. - Purchase of FBS C1282 Polymer - Renewal**

1. On June 1, 2015, the City entered into an Agreement with Fort bend Services, Inc. for an initial one (1) year period, commencing June 1, 2015 and expiring May 31, 2016.
2. The City of Pembroke Pines Utilities Department utilizes Fort Bend Services, Inc. to provide and deliver FBS C1685 Polymer to the City.
3. Section 2.2 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On May 31, 2016, and June 26, 2017 the City amended the Original Agreement to execute the first and second renewals.
5. On February 21, 2018, the City amended the Original Agreement to change the commodities from FBS C1282 to FBS C1685 and execute the third renewal.
6. On May 15, 2019, the City amended the Original Agreement to execute the fourth renewal.
7. The Utilities Department recommends that the City Commission approve this Fifth Amendment for the one (1) year renewal term commencing June 1, 2020 and ending May 31, 2021, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$101,430
- b) **Amount budgeted for this item in Account No:** \$101,430 in Account No. 471-535-6022-52430 (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:**

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00
Expenditures	\$33,810.00	\$67,620.00	\$ .00	\$ .00	\$ .00
Net Cost	\$33,810.00	\$67,620.00	\$ .00	\$ .00	\$ .00

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

**(G) Morton Salt, Inc. - Purchase of Sodium Chloride CO-OP - Renewal**

1. On May 31, 2017, the City entered into a CO-OP Agreement utilizing the Southeast Florida

Governmental Cooperative Purchasing Group (Co-Op) Bid # 2017-024 with Morton Salt, Inc. for an initial one (1) year period, expiring May 30, 2018.

2. The City of Pembroke Pines Utilities Department utilizes Morton Salt, Inc. as the primary provider for Bulk (tank load) deliveries of Sodium Chloride, Solar Salt at the Water Treatment Plant.

3. Pursuant to Section 5.01 of the Co-Op Agreement, the term may be renewed for three (3) additional one (1) year terms upon mutual written consent.

4. To date, the Parties have exercised two (2) renewal options.

5. The Utilities Department recommends that the City approve the renewal of the Agreement, for the third additional one (1) year term commencing May 31, 2020 and terminating on May 30, 2021, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

a) **Renewal Cost:** \$75,000 (600 tons x \$125/ton)

b) **Amount budgeted for this item in Account No:** \$75,000 in Account No. 471-533-6031-52430

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	\$25,000.00	\$50,000.00	\$ .00	\$ .00	\$ .00
Net Cost	\$25,000.00	\$50,000.00	\$ .00	\$ .00	\$ .00

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

**(H) Thor Guard, Inc. - Lightning Prediction & Warning System Maintenance - Renewal**

1. On May 14, 2018 the City entered into an Agreement for the Service & Preventive Maintenance of the Lightning Prediction and Warning System with Thor Guard, Inc. for an initial period, commencing May 14, 2018 and expiring April 30, 2019.

2. The City of Pembroke Pines Recreation & Cultural Arts Department utilizes Thor Guard, Inc. to provide Services and Preventive Maintenance of the Lightning Prediction and Warning System at various Parks.

3. The Original Agreement allows for renewal on a yearly basis, evidenced by a written Amendment.

4. On April 9, 2019 the City executed the First Amendment of the Original Agreement for the

first one (1) year renewal.

5. The Recreation & Cultural Arts Department wishes to inform the City Commission that it wishes to proceed with execution of the Second Amendment for the one (1) year renewal term commencing May 1, 2020 and ending April 30, 2021, as allowed by the agreement. Whereas the Original Agreement also included purchase of the equipment and required Commission Approval, this renewal for service and preventive maintenance is presented for information only.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$6,075
- b) **Amount budgeted for this item in Account No:** 1-572-7001-46800
- 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	\$2,531.25	\$3,543.75	\$ .00	\$ .00	\$ .00
Net Cost	\$2,531.25	\$3,543.75	\$ .00	\$ .00	\$ .00

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





**MEDICAL DIRECTOR AGREEMENT**

**THIS IS AN AGREEMENT** ("Agreement"), dated the 5 day of June, 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

**S KATZ, INC.**, a for profit corporation, authorized to do business in the State of Florida, with a business address of **9509 New Waterford Cove, Delray Beach, FL 33446** (hereinafter referred to as the "MEDICAL DIRECTOR"). CITY and MEDICAL DIRECTOR may hereinafter be referred to collectively as the "Parties."

**RECITALS:**

**WHEREAS**, the CITY, pursuant to Chapter 401, Florida Statutes, is required to employ a medical director to supervise and assume direct responsibility for the medical performance of the CITY's emergency medical technicians (hereinafter "EMTs") and paramedics; and,

**WHEREAS**, Dr. Steven H. Katz, MD, FACEP, a duly licensed physician and appropriately certified pursuant to Florida law, desires to be the CITY's medical director, having been interim medical director since June, 2013; and,

**WHEREAS**, the CITY desires to continue to retain MEDICAL DIRECTOR to provide Medical Director Services, as set forth herein; and,

**WHEREAS**, MEDICAL DIRECTOR agrees to act as the sole Medical Director for the CITY and to perform services as the Medical Director for the CITY, as set forth herein.

**WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereunder set forth, the Parties agree as follows:

**ARTICLE 1**  
**PREAMBLE**

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

*SK*



**ARTICLE 2**  
**SERVICES AND RESPONSIBILITIES**

2.1 The MEDICAL DIRECTOR shall be a Florida licensed physician. The MEDICAL DIRECTOR shall supervise and accept responsibility for the medical performance of the emergency medical technicians EMTs and paramedics employed by the CITY.

2.2 The MEDICAL DIRECTOR shall carry out the following responsibilities and such additional responsibilities as specified in section 401.265, Florida Statutes. Rule 641-1.004, Florida Administrative Code, and as otherwise specified in any State or federal laws as he or she shall deem necessary for the fulfillment of his obligations under this Agreement:

2.2.1 Be responsible for the supervision and direct responsibility of the EMTs and paramedics working for Pembroke Pines Fire Rescue and advising the CITY as to his or her assessment of the competence of each of the provider's paramedics and EMT's and for making recommendations regarding the medical procedures that each paramedic should be authorized to perform. Such assessment shall be made by utilizing reasonable evaluative processes and techniques and should include at least assessment of each paramedic's ability to:

2.2.1.1 Appropriately evaluate emergency medical patients and determine proper priorities for emergency medical care;

2.2.1.2 Communicate the findings of such evaluation to a physician who has agreed to provide direct supervision of that paramedic;

2.2.1.3 Receive and understand proper orders from a physician providing direct supervision of the paramedic;

2.2.1.4 Understand and properly apply any standing orders or protocols authorized by the MEDICAL DIRECTOR;

2.2.1.5 Understand the legal relationship between the paramedic, MEDICAL DIRECTOR, and physicians, under Agreement to provide responsible supervision of the paramedic and any other physician;

2.2.1.6 Insure that any advanced life support performed by the paramedic is done with responsible physician supervision;

2.2.1.7 Perform the specific medical procedures which the paramedic is specifically authorized by the MEDICAL DIRECTOR and by the CITY to perform.

2.2.2 The MEDICAL DIRECTOR shall continually evaluate the medical capability of the paramedics and the CITY and advise the CITY regarding the appropriate level and standard of care, which the CITY should seek to achieve.



- 2.2.3 The MEDICAL DIRECTOR shall conduct classes for the EMT's and paramedics to provide updates of medical techniques and for the fulfillment of continuing education requirements.
- 2.2.4 The MEDICAL DIRECTOR shall keep strictly confidential and hold in trust all information provided by CITY pursuant to this Agreement, and shall not disclose or reveal any information to any third party without the express prior written consent of the CITY, or other interested party. MEDICAL DIRECTOR shall comply with any applicable state or federal laws or regulations concerning confidentiality of protected information. Unauthorized disclosure of information shall be a material breach of this Agreement and shall constitute cause for the immediate termination of this Agreement. MEDICAL DIRECTOR shall immediately notify CITY of any unauthorized disclosure of information that comes to its knowledge. The provisions of this section shall survive the expiration or termination of this Agreement.
- 2.2.5 The MEDICAL DIRECTOR shall, as part of this Agreement, review and execute a HIPAA Business Associate Agreement, attached hereto as Exhibit "A," and upon execution incorporated herein.
- 2.3 The MEDICAL DIRECTOR shall assist in identifying the specific medical skills and knowledge, which a paramedic must possess to achieve the desired level and standard of care and conduct classes in order to ensure the paramedics achieve the level of knowledge desired.
- 2.4 The MEDICAL DIRECTOR shall ride with the EMT's and paramedics during their tour of duty on an occasional basis in order to evaluate their performance and the training needed.
- 2.5 The MEDICAL DIRECTOR shall further perform those duties required by the City's Request for Proposals and as additionally required pursuant to Chapter 401, Florida Statutes and Chapter 641-1, Florida Administrative Code, as either may be amended from time to time.
- 2.6 The MEDICAL DIRECTOR shall develop and implement an appropriate quality assurance program and provide for quality assurance review for all EMTs and paramedics operating under his supervision. Further, MEDICAL DIRECTOR shall develop and implement a process for periodic audit and review of medical procedures performed by paramedics. Such audit and review process must comply with such standards and requirements as may be set forth by the Florida Department of Health from time to time.
- 2.7 The MEDICAL DIRECTOR shall develop, authorize or review and authorize for use, standing orders that allow the paramedics to properly manage certain medical emergencies when voice communication with the responsible physician is not available. Such standing orders must be specified and must at least provide for managing immediately life threatening medical emergencies. They are not required to be so comprehensive as to include all possible medical emergencies.



2.8 The MEDICAL DIRECTOR shall be responsible for the medical correctness of any standing orders that he authorizes for use by the paramedics and for properly instructing the paramedics regarding the correct use of standing orders.

2.9 The MEDICAL DIRECTOR shall retain the ultimate authority to permit and/or prohibit any paramedic from utilizing any advanced life support system techniques.

### **ARTICLE 3**

#### **TERM AND TERMINATION**

3.1 The CITY employs the MEDICAL DIRECTOR for a one (1) year period commencing June 5, 2019 and expiring on June 4, 2020. This Agreement may be renewed upon the mutual consent of the Parties for five (5) additional one (1) year terms.

3.3 Termination for Convenience: This Agreement may be terminated by either party for convenience, upon thirty (30) business days of written notice by the terminating party to the other party for such termination in which event MANAGER shall be paid its compensation for services performed to termination date, including services reasonably related to termination.

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

### **ARTICLE 4**

#### **COMPENSATION AND METHOD OF PAYMENT**

4.1 The CITY hereby agrees to pay MEDICAL DIRECTOR for the faithful performance of the services required under this Agreement, in lawful money of the United States, an annual compensation of FORTY THOUSAND ONE HUNDRED AND TWO DOLLARS (\$40,102.00) in monthly installments of THREE THOUSAND THREE HUNDRED FORTY-ONE DOLLARS AND EIGHTY-THREE CENTS (\$3,341.83). Payment shall be provided on a monthly basis upon receipt of an invoice for services provided.

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

4.3 Payment shall be provided on a monthly basis upon receipt of an invoice for services provided. The invoice shall include, but not be limited to date of service and any other information reasonably required by CITY.

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



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

**ARTICLE 5**  
**RESERVED**

**ARTICLE 6**  
**INDEMNIFICATION**

6.1 MEDICAL DIRECTOR shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from any and all claims, damages, losses, liabilities and expenses direct, indirect or consequential, arising out of or alleged to have arisen out of or in consequence of the operations of the MEDICAL DIRECTOR or his subcontractors, agents, officers, servants, independent contractors or employees pursuant to this Agreement, specifically including but not limited to those caused by or arising out of any act, omission, default or negligence of the MEDICAL DIRECTOR in the provision of the services under this Agreement. MEDICAL DIRECTOR shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to reasonable attorneys' fees and court and arbitration costs. These indemnifications shall survive the term of this Agreement. MEDICAL DIRECTOR shall defend all actions in the name of CITY when applicable, however, CITY reserves the right to select their own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of MEDICAL DIRECTOR under this indemnification agreement. Nothing contained herein is intended nor shall be construed to waive CITY'S rights and immunities under the common law or section 768.28, Florida Statutes, as amended from time to time.

**ARTICLE 7**  
**INSURANCE**

7.1 MEDICAL DIRECTOR shall not commence performance hereunder until he has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY. 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. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide. Policies shall be endorsed to provide the CITY forty-five (45) days' notice of cancellation. Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the MEDICAL DIRECTOR 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 MEDICAL DIRECTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. MEDICAL DIRECTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.



## 7.2 REQUIRED INSURANCE

- (a) PROFESSIONAL LIABILITY/MEDICAL MALPRACTICE - \$250,000/\$750,000 (aggregate)
- (b) WORKER'S COMPENSATION INSURANCE – In light of the fact that MEDICAL DIRECTOR employs less than four (4) employees, worker's compensation insurance will not be required for this Agreement.

7.3 The MEDICAL DIRECTOR shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this contract and name the CITY as an additional insured under their policy.

7.4 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.

7.5 The CITY shall be named on all applicable policies as an "additional insured."

## ARTICLE 8

### **NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT**

8.1 During the performance of the Agreement, the Parties shall not 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. The MEDICAL DIRECTOR 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.

## ARTICLE 9

### **INDEPENDENT CONTRACTOR**

9.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the MEDICAL DIRECTOR 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 MEDICAL DIRECTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out MEDICAL DIRECTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of MEDICAL DIRECTOR, which policies of MEDICAL DIRECTOR shall not



conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of MEDICAL DIRECTOR's funds provided for herein. The Parties agree that they are separate and independent enterprises, that MEDICAL DIRECTOR has full opportunity to find other business, that they have made their own investment in their business, and that they 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 Parties and the CITY will not be liable for any obligation incurred by MEDICAL DIRECTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

#### **ARTICLE 10**

##### **VENUE**

10.1 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 claims or actions arising out of or related to this Agreement shall be in Broward County, Florida.

#### **ARTICLE 11**

##### **PUBLIC RECORDS**

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

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

11.1.2 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;

11.1.3 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, MEDICAL DIRECTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the MEDICAL DIRECTOR transfers the records in its possession to the CITY; and

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

11.2 The failure of MEDICAL DIRECTOR 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.

A handwritten signature in black ink, appearing to be the initials "ML" or similar, located in the bottom right corner of the page.



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

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

**ARTICLE 12  
MISCELLANEOUS**

12.1 **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 due to the joint contribution of both parties.

12.2 **Assignments.** This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Parties without the prior written consent of the other party.

12.3 **Records.** Both Parties shall keep, maintain and preserve books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as is related to personnel hours charged to this engagement, any expenses for which the Parties expect to be reimbursed, or any other records that are related to this Agreement. Such books, accounts and records will be available at all reasonable times for examination and audit by the other party and shall be kept for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.) or as may otherwise be required by law. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the other party of any fees or expenses based upon such entries.

12.4 **No Contingent Fees.** The Parties warrant that they have not employed or retained any company or person, other than a bona fide employee working solely for such party, 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 the Parties, 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, the 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.





12.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by facsimile transmission with certification of transmission to the receiving party, 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, the Parties designate the following as the respective places for giving of notice:

CITY

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

Copy To:

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

MEDICAL DIRECTOR

Steven H. Katz, MD, FACEP  
S Katz, Inc.  
9509 New Waterford Cove  
Delray Beach, FL 33446  
Telephone No: 561-302-1158  
E-Mail: skatz@mhs.net

12.6 **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.

12.7 **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.

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

12.9 **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.



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

12.11 **Joint Defense.** In the event that the validity of this Agreement is challenged through legal proceedings or otherwise, the Parties agree to cooperate with each other in defense of this Agreement, with each Party to bear its own attorney's fees and costs associated with such defense.

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

12.13 **Extent of Agreement.** This Agreement together with the attached Exhibits represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. Any and all prior agreements entered into between the CITY and MEDICAL DIRECTOR shall be null and void and of no further force or effect.

12.14 **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.

12.15 **Materiality and Waiver.** The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Failure of either party 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.

12.16 **Compliance with Laws.** The Parties shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing their duties, responsibilities and obligations pursuant to this Agreement including, but not limited to Health Insurance Portability and Accountability Act of 1996 ("HIP AA") and its amendments, including but not limited to the HITECH Act of 2009, and Chapter 119, Florida Statutes (the "Florida Public Records Law"). The MEDICAL DIRECTOR shall also be required to execute a HIPAA Business Associate Agreement, attached to this Agreement as **Exhibit "A"** and incorporated herein.

12.17 **Tax Exemption Program.** The Parties reserve the right to implement, at its convenience, a tax exemption program to buy selected materials and place the tax savings in line item contingency, whereby the Parties' cost breakdown will have a contingency line item.

12.18 **Default.** If MEDICAL DIRECTOR breaches any obligations of this Agreement, including, but not limited to the MEDICAL DIRECTOR's failure to notify the CITY regarding any state, administrative, or federal investigation, pending investigation of MEDICAL DIRECTOR for any violation of local, state, or federal law, or any pending or final action on



MEDICAL DIRECTOR's professional license, the City shall have the right to declare a default and terminate this Agreement if the breach is incurable, constitutes a threat to the public health, safety, or welfare, or is a breach for which a notice has been previously provided to MEDICAL DIRECTOR. For all other breaches of this Agreement, the City shall provide MEDICAL DIRECTOR with notice and an opportunity to cure of not less than thirty (30) days. Upon default, the City shall have the rights and remedies provided at law or in equity.

12.19 **Third Party Beneficiaries.** Neither party intends to directly or substantially benefit any third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either party based upon this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third persons or entity under this Agreement.

12.20 **Scrutinized Companies.** MEDICAL DIRECTOR certifies that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Florida Statute 287.135, as amended, an individual is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

12.20.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the individual is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or

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

12.20.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

12.20.2.2 Is engaged in business operations in Syria.

12.21 **Uncontrollable Forces.** Neither CITY nor MEDICAL DIRECTOR 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 nonperforming 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.

12.21.1 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, been 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.

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

A handwritten signature, possibly "M", in the bottom right corner of the page.



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

CITY:

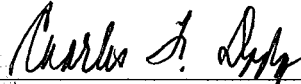
CITY OF PEMBROKE PINES, FLORIDA

ATTEST:



MARLENE D. GRAHAM, CITY CLERK

By:



CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:



OFFICE OF THE CITY ATTORNEY

MEDICAL DIRECTOR:

S KATZ, INC.

By:



Name:

Steven Katz

Title:

STATE OF

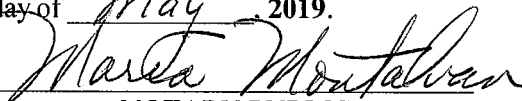
Florida

COUNTY OF

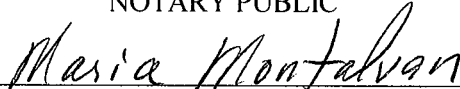
Broward

BEFORE ME, an officer duly authorized by law to administer oaths, and take acknowledgments, personally appeared Steven Katz as President of S KATZ, INC., a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of S KATZ, 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 23<sup>rd</sup> day of May, 2019.



NOTARY PUBLIC



(Name of Notary Typed, Printed or Stamped)



## EXHIBIT "A"

### HIPAA BUSINESS ASSOCIATE AGREEMENT ("BA Agreement")

To the extent that the City of Pembroke Pines ("Covered Entity") discloses Protected Health Information to S Esk Inc ("Business Associate") (Covered Entity and Business Associate are each a "party" and together are the "parties") in connection with services or products provided to Covered Entity, or as otherwise required by the Health Insurance Portability and Accountability Act of 1996, as amended, ("HIPAA"), Covered Entity and Business Associate agree to the following terms and conditions, which are intended to comply with HIPAA, the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), and to the extent applicable the Florida Information Protection Act (section 501.171, Florida Statutes):

#### 1. Definitions

(a) Business Associate. "Business Associate" shall have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to this BA Agreement shall mean the individual or entity identified above as the Business Associate.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR Part 160.103, and in reference to the party to this BA Agreement, shall mean the Pembroke Pines Charter Middle School ("School").

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(d) The following terms used in this BA Agreement shall have the same meaning as those terms defined in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. All other capitalized terms used but not otherwise defined in this BA Agreement shall have the same meaning as those terms in the Privacy Rule and Security Rule, including 45 CFR Part 160.103 and 164.501.

(e) The following terms used in this BA Agreement shall have the same meaning as those terms defined in the Florida Information Protection Act, section 501.171, Florida Statutes: "customer records," "personal information," and "third-party agent." All terms that may be defined in multiple laws, i.e. HIPAA and the Florida Information Protection Act, shall be given such meaning as to provide the more strict interpretation or form of compliance with applicable state or federal laws.

(f) A citation in this Agreement to the Code of Federal Regulations, federal law, or state law shall mean the cited section as that section may be amended from time to time.

#### 2. Obligations and Activities of Business Associate

(a) Business Associate agrees to not Use or disclose Protected Health Information other than as permitted or required by this BA Agreement or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent Use or Disclosure of the Protected Health Information other than as provided for by this BA Agreement.

(c) Business Associate agrees to report to Covered Entity's Privacy Official, within five (5) business days, any Use or Disclosure of the Protected Health Information not provided for by this BA Agreement, of which it becomes aware, including breaches of Unsecured Protected Health Information as required by 45 CFR Part 164.410. Such report shall include, without limitation, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such Breach. This includes, but is not limited to, a Breach of the security of any data covered by section 501.171, Florida Statutes.

(d) In accordance with 45 CFR Part 164.502(c)(1)(ii) and Part 164.308(b)(2), if applicable, Business Associate agrees to ensure that any agent or Subcontractor that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information. Upon Covered Entity's request, Business Associate shall make such written agreements between Business Associate and its agents or Subcontractors available to Covered Entity for its review.

(e) To the extent Business Associate has Protected Health Information in a Designated Record Set that is not maintained by Covered Entity, Business Associate agrees to provide access, at the request of Covered Entity (which may also be on behalf of an Individual), to Protected Health Information in a Designated Record Set, to Covered Entity in order to meet the requirements under 45 CFR Part 164.524, including provision of records in electronic form (including those requests made by Covered Entity on behalf of an Individual), to the extent required by the HITECH Act.

(f) Business Associate agrees to make any amendment(s) to Protected Health Information in its possession contained in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR Part 164.526, at the request of Covered Entity, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR Part 164.526.

(g) To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

(h) Business Associate agrees to make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.

(i) Business Associate agrees to document and maintain a record of all Disclosures of Protected Health Information in its possession and information related to such Disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR Part 164.528, the HITECH Act, and Florida law.

(j) Business Associate agrees to provide to Covered Entity information collected in accordance with Section 2(i) of this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR Part 164.528, the HITECH Act, and Florida law. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business

Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.

(k) Business Associate agrees to, subject to subsection 4(c) below, return to the Covered Entity or destroy, within fifteen (15) days of the termination of this BA Agreement, the Protected Health Information in its possession and retain no copies.

(l) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to either party, of a use or Disclosure of Protected Health Information in violation of this BA Agreement.

(m) Business Associate agrees to indemnify, insure, defend, and hold harmless Covered Entity and Covered Entity's employees, directors, officers, subcontractors, agents, or members of its workforce, each of the foregoing hereinafter referred to as an "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any Breach of this BA Agreement or of any warranty hereunder or from any negligence, wrongful acts, or omissions, including the failure to perform its obligations under HIPAA, as well as the additional obligations under the HITECH Act, by Business Associate or its employees, directors, officers, subcontractors, agents, or members of its workforce. This includes, but is not limited to, expenses associated with notification to Individuals and/or the media in the event of a Breach of Protected Health Information held by Business Associate. Accordingly, on demand, Business Associate shall reimburse any indemnified party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any indemnified party by reason of any suit, claim, action, proceeding or demand by any third party which results from the indemnifying party's Breach hereunder. The provisions of this paragraph shall survive the expiration or termination of this BA Agreement for any reason.

(n) In addition to its overall obligations with respect to Protected Health Information, to the extent required by the Security Rule, Business Associate will:

(1) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information (E PHI) that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by HIPAA;

(2) ensure that any agent or Subcontractor to whom it provides such E PHI agrees to implement reasonable and appropriate safeguards to protect the E PHI; and

(3) that all PHI or E PHI be secured when accessed by Business Associate's employees, agents, or subcontractors, limited to the legitimate business needs while working with the PHI or E PHI; and

(4) that any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity, or no later than the third business day after the personnel change becomes effective; and

(5) report to Covered Entity any Security Incident of which it becomes aware in accordance with section 2(c) of this BA Agreement.



6) periodically conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic protected health information held by Business Associate and implement security measures sufficient to reduce risks and vulnerabilities in accordance with 45 CFR § 164.306(a).

(o) Except as otherwise allowed in this BA Agreement, HIPAA, and the HITECH Act, Business Associate shall neither directly nor indirectly receive remuneration in exchange for any Protected Health Information of an Individual unless the Individual has provided a valid, HIPAA-compliant authorization.

(p) Business Associate shall use and disclose only the Minimum Necessary Protected Health Information to accomplish the intended purpose of such Use, Disclosure or request. Prior to any Use or Disclosure, Business Associate shall determine whether a Limited Data Set would be sufficient for these purposes.

(q) Covered Entity, in its sole and absolute discretion, may elect to delegate to Business Associate the requirement under HIPAA and the HITECH Act to notify affected Individuals of a Breach of Unsecured Protected Health Information if such Breach results from, or is related to, an act or omission of Business Associate or the agents or representatives of Business Associate. If Covered Entity elects to make such delegation, Business Associate shall perform such notifications and any other reasonable remediation services (1) at Business Associate's sole cost and expense, and (2) in compliance with all applicable laws including HIPAA, the HITECH Act, and the Florida Information Protection Act (section 501.171, Florida Statutes), as these laws may be amended from time to time. Business Associate shall also provide Covered Entity with the opportunity, in advance, to review and approve of the form and content of any Breach notification that Business Associate provides to Individuals.

(r) Business Associate agrees to comply with the following:

(1) Sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements) of the Security Rule shall apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of the HITECH Act that relate to security and that are made applicable with respect to covered entities shall also be applicable to Business Associate and shall be and by this reference hereby are incorporated into this BA Agreement.

(2) Unless Covered Entity agrees, in writing, that this requirement is infeasible with respect to particular data, Business Associate shall secure all Protected Health Information by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary specifying the technologies and methodologies that render Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, as added by the HITECH Act.

(3) Business Associate may Use and Disclose Protected Health Information that Business Associate obtains or creates only if such Use or Disclosure, respectively, is in compliance with each applicable requirement of Section 164.504(e) of the Privacy Rule, relating to business associate contracts. The additional requirements of Subtitle D of the HITECH Act that relate to

privacy and that are made applicable with respect to Covered Entity shall also be applicable to Business Associate and shall be and by this reference hereby are incorporated into this BA Agreement.

(4) In accordance with Section 164.504(e)(1)(ii) of the Privacy Rule, each party agrees that, if it knows of a pattern of activity or practice of the other party that constitutes a material Breach or violation of the other party's obligation under the BA Agreement, the non-breaching party will take reasonable steps to cure the Breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the contract or arrangement, if feasible, or if termination is not feasible, report the problem to the Secretary.

(s) Business Associate shall abide by the limitations of Covered Entity's Notice of Privacy Practices, which it has knowledge (a copy may be provided upon request by the Business Associate). Any use or disclosure permitted by this BA Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

(t) Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.

### **3. Permitted Uses and Disclosures of Protected Health Information by Business Associate**

#### **(a) General Use and Disclosure Provisions**

Except as otherwise limited in this BA Agreement, Business Associate may Use or Disclose Protected Health Information obtained from or on behalf of Covered Entity to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this BA Agreement, provided that such Use or Disclosure complies with HIPAA. Business Associate acknowledges and agrees that it acquires no title or rights to the Protected Health Information, including any de-identified information, as a result of this BA Agreement.

#### **(b) Specific Use and Disclosure Provisions**

(1) Business Associate may only Use or Disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, Covered Entity to fulfill its obligations under any consulting agreement, service agreement or any other agreement with Covered Entity (collectively "Underlying Agreement"), provided that such Use or Disclosure would not violate the Privacy Rule or Security Rule if done by the Covered Entity.

(2) Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity's Minimum Necessary policies and procedures.

(3) Business Associate may Use and disclose Protected Health Information for the proper and necessary management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that, as to any such Disclosure, the following requirements are met:

(i) the Disclosure is required by law; or

(ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(4) Except as otherwise limited in this BA Agreement, Business Associate may Use Protected Health Information to provide Data Aggregation services to Covered Entity, relating to the Health Care Operations of Covered Entity.

(5) If the Underlying Agreement permits or requires Business Associate to Use de-identified Protected Health Information, the Protected Health Information must be de-identified in accordance with 45 CFR 164.514 (a)-(c).

(c) Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.

#### **4. Term, Survival and Termination**

(a) Term

The term of this BA Agreement shall be effective upon the date of execution by Covered Entity and Business Associate and shall terminate when Business Associate no longer possesses Protected Health Information from Covered Entity or on the date Covered Entity terminates for cause set forth herein, whichever is sooner.

(b) Termination for Cause

Upon Covered Entity's knowledge of a material Breach by Business Associate, Covered Entity shall provide written notice to Business Associate and may terminate this BA Agreement and any Underlying Agreement with Business Associate if Business Associate does not cure the Breach or end the violation within 30 days.

(c) Effect of Termination

(1) Except as provided below in section 4(c)(2) of this BA Agreement, upon termination of this Agreement, for any reason, Business Associate shall return to Covered Entity or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible, and, if Covered Entity determines that return or destruction is infeasible, Business Associate shall extend the

protections of this BA Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(3) If the Underlying Agreement authorizes Business Associate to Use or disclose Protected Health Information for its own management and administration or to carry out its legal responsibilities and Business Associate needs to retain Protected Health Information for such purposes after termination of the Underlying Agreement, Business Associate shall:

(i) retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(ii) return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the business associate still maintains in any form;

(iii) continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent Use or Disclosure of the Protected Health Information, other than as provided for in this section, for as long as Business Associate retains the Protected Health Information;

(iv) not Use or disclose the protected health information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at section 3 of this BA Agreement, which applied prior to termination; and

(v) return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival

Business Associate's obligations under this BA Agreement shall survive the termination of this BA Agreement and shall end when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

## 5. Interpretation and Amendment of this BA Agreement

To the degree the terms of this BA Agreement conflict with the terms of any underlying contract, the terms of this BA Agreement shall control. A reference in this BA Agreement to a section of the Privacy Rule means the section as in effect or as amended. Any ambiguity or inconsistency in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule, the Security Rule, and the HITECH Act. The parties hereto agree to negotiate in good faith to amend this BA Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA and for Business Associate to provide services to Covered Entity. However, no change, amendment, or modification of this BA Agreement shall be valid unless it is set forth in writing and agreed to by both parties.

**6. No Third Party Rights/Independent Contractors**

The parties to this BA Agreement do not intend to create any rights in any third parties. The parties agree that they are independent contractors and not agents of each other.

**7. Notices**

Any notice required or permitted by this BA Agreement to be given or delivered shall be in writing and shall be deemed given or delivered if delivered in person, or sent by courier or expedited delivery service, or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by facsimile (if confirmed), to the address set forth below. Each party may change its address for purposes of this BA agreement by written notice to the other party.

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

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

Business Associate: Steven Katz  
S Katz, Inc.  
9509 New Waterford Cove  
Delray Beach, FL 33446  
Telephone No. (561) 300-1158  
E-Mail skatz@mhs.net

**8. Florida Information Protection Act:** Business Associate agrees and understands that to the extent that the services and/or goods provided under the BA Agreement consist, at least in part, of "customer records" that contain "personal information," as defined in the Florida Information Protection Act, section 501.171, Florida Statutes (the "Act"). Accordingly, as required by the Act, Business Associate agrees to implement safeguards to protect customer records containing personal information, in whatever form retained and stored, from a breach of security. If customer records in Business Associate's possession are breached in the manner set forth in the Act, Business Associate shall immediately notify CITY as indicated herein, and Business Associate shall work with CITY as required by the Act to assist in any of the following actions:

- a. Investigate the alleged breach and determine if an actual breach has occurred, which may include the use of law enforcement officials as needed and as determined by CITY;
- b. Provide notice to any and all consumers whose personal information has been breached;

c. Provide any and all other notices to governmental agencies that may be applicable under the Act, if a breach has reached a particular threshold, as defined in the Act, which may include but is not limited to: credit reporting agencies and the Florida Department of Legal Affairs;

d. Ensure that Business Associate's third-party agents are made aware of the Act and any requirements to comply with the Act, and require that those third-party agents that store customer records of CITY who experience a breach notify CITY immediately, and work with Business Associate and CITY as outlined in this section of the Addendum.

The procedures specified herein shall not supersede any requirements specified by the Act. The provisions of the Act, as may be amended from time to time, shall prevail in the event of any conflict.

## **9. Miscellaneous**

(a) **Rights of Proprietary Information.** Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI/EPHI it releases to Business Associate.

(b) **Assignment of Rights and Delegation of Duties.** This BA Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither party may assign any of its rights or delegate any of its obligations under this BA Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates, or successor companies. Assignments made in violation of this provision are null and void.

(c) **Nature of Agreement.** Nothing in this BA Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, (ii) any fiduciary duty owed by one party to another party or any of its affiliates, or (iii) a relationship of employer and employee between the parties.

(d) **No Waiver.** Failure or delay on the part of either party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. No provision of this BA Agreement may be waived by either party except by a writing signed by an authorized representative of the party making the waiver.

(e) **Equitable Relief.** Any disclosure of misappropriation of PHI or e-PHI by Business Associate in violation of this BA Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

(f) **Severability.** The provisions of this BA Agreement shall be severable, and if any provision of this BA Agreement shall be held or declared to be illegal, invalid, or unenforceable, the remainder of this BA Agreement shall continue in full force and effect as though such illegal, invalid, or unenforceable provision had not been contained herein.

(g) No Third Party Beneficiaries. Nothing in this BA Agreement shall be considered or construed as conferring any right or benefit on a person not party to this BA Agreement nor imposing any obligations on either party hereto to persons not a party to this BA Agreement.

(h) Headings. The descriptive headings of the articles, sections, subsections, exhibits, and schedules of this BA Agreement (if any) are inserted for convenience only, do not constitute a part of this BA Agreement, and shall not affect in any way the meaning or interpretation of this BA Agreement.

(i) Entire Agreement. This BA Agreement, together with all exhibits, riders, and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both parties from time to time while this BA Agreement is in effect, constitutes the entire BA Agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this BA Agreement in any provisions of the exhibits, riders, or amendments, the provisions of this BA Agreement shall control.

(j) Interpretation. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this BA Agreement shall prevail over the provisions of any other agreement that exists between the parties that may conflict with, or appear inconsistent with, any provision of this BA Agreement or the HIPAA Rules.

IN WITNESS WHEREOF, the parties have executed this BA Agreement, effective as of the last signature date below.

Covered Entity:

Business Associate:

City of Pembroke Pines

S KATZ, INC.

By: Charles F. Dodge

By: Steven Katz

CHARLES F. DODGE

Name: Steven Katz

City Manager

Date: 6/20/2019

Date: 6/13/19

APPROVED AS TO LEGAL FORM  
DODGE  
OFFICE OF THE CITY ATTORNEY  
DATED: 6/20/19



# City of Pembroke Pines, FL

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

## Agenda Request Form

**Agenda Number: 5.**

**File ID:** 19-0575

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 05/21/2019

**Short Title:** Primary/Interim Medical Directors Agreements

**Final Action:** 06/05/2019

**Title:** MOTION TO APPROVE THE AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND S KATZ, INC., FOR MEDICAL DIRECTOR SERVICES AND WITH RANDY S. KATZ D.O., P.L., FOR INTERIM MEDICAL DIRECTOR SERVICES FOR THE FIRE RESCUE DEPARTMENT IN AN AMOUNT NOT TO EXCEED THE ANNUAL FEE OF \$40,102.

**\*Agenda Date:** 06/05/2019

**Agenda Number:** 5.

### Internal Notes:

**Attachments:** 1. S Katz, Inc. - Medical Director Agreement (Vendor Executed), 2. Randy Katz D.O, P.L. - Interim Medical Director Agreement (Vendor Executed)

1 City Commission 06/05/2019 approve Pass  
**Action Text:** A motion was made to approve on the Consent Agenda  
Aye: - 5 Mayor Ortis, Commissioner Castillo, Vice Mayor Schwartz,  
Commissioner Siple, and Commissioner Good Jr.  
Nay: - 0

### SUMMARY EXPLANATION AND BACKGROUND:

1. The Fire Rescue Department cannot legally provide medical services without being under the control and supervision of a Medical Director. Therefore, the Fire Rescue Department has established an agreement for Medical Director Services with Dr. Steven H. Katz, MD, FACEP, which operates under S. Katz, Inc., allowing the Fire Rescue Department to provide advanced life support under a licensed physician.

2. Pursuant to Section 35.18(C)(2) "Professional Services" of the Procurement Code, contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique are not subject to the competitive bid process.

3. Dr. Steven H. Katz, MD, FACEP, has filled in for the Fire Rescue Department as Interim



Medical Director for six (6) years and has provided the City with quality service.

4. In addition, the Fire Rescue Department is establishing an agreement with an Interim Medical Director, Dr. Randy S. Katz, DO, FACEP, operating under the name of Randy S. Katz, D.O., P.L., so that in the event the primary Medical Director is unavailable or unable to perform the duties listed herein or required by law, the Interim Medical Director will be appointed as the Medical Director and assume all of the same duties, obligations and responsibilities.

#### **Medical Director Agreement**

5. The City is currently under contract with Dr. Steven H. Katz as Interim Medical Director. The City is now requesting for the Commission to approve a new agreement with Steven H. Katz as the Medical Director, since the previous agreement with the former Medical Director has been terminated. The agreement also provides five (5) additional one (1) year renewal options.

#### **Interim Medical Director Agreement**

6. The City is entering into an Agreement with Dr. Randy S. Katz, which provides for a one (1) month term that shall renew for subsequent one (1) month terms unless terminated. In the event the primary Medical Director is unavailable or unable to perform duties, the Interim Medical Director shall perform those duties and shall be paid on a pro-rata basis for all days of a month for which services are rendered to the City. The monthly fee for the Interim Medical Director is \$3,341.83 which equates to \$40,102.00 annually.

7. Request City Commission to approve the agreement between the City of Pembroke Pines and S Katz, Inc., for Medical Director services and with Randy S. Katz D.O., P.L., for Interim Medical Director Services for the Fire Rescue Department in an amount not to exceed the annual fee of \$40,102.

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

- a) **Initial Cost:** \$40,102
- b) **Amount budgeted for this item in Account No:** 1-529-4003-31509 (Professional Services Other-Rescue)
- 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	0	N/A	N/A	N/A	N/A
Expenditures	\$40,102.00	N/A	N/A	N/A	N/A
Net Cost	\$40,102.00	N/A	N/A	N/A	N/A

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2019

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

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

**PRODUCER**  
Alliant Insurance Services, LLC  
5444 Westheimer  
Suite 900  
Houston TX 77056

CONTACT NAME: Credentialing Department

PHONE (A/C No. Ext): 800-342-2898

FAX (A/C No.):

E-MAIL ADDRESS: claimhistoryrequest@teamhealth.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: ProAssurance Specialty Insurance Company

10179

**INSURED**  
InPhyNet South Broward, LLC  
1431 Centerpoint Blvd., Ste. 100  
Knoxville, TN 37932

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

**COVERAGES**

CERTIFICATE NUMBER: 1724167340

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
	<b>COMMERCIAL GENERAL LIABILITY</b>						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	OTHER:						
	<b>AUTOMOBILE LIABILITY</b>						
	<input type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> OWNED AUTOS ONLY						
	<input type="checkbox"/> HIRED AUTOS ONLY						
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
	<b>UMBRELLA LIAB</b>						
	<input type="checkbox"/> EXCESS LIAB						
	<input type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				
	If yes, describe under DESCRIPTION OF OPERATIONS below						
A	Medical Professional Liability (Claims Made Coverage)			ES1800	6/1/2019	6/1/2020	Incident: \$250,000 Aggregate: \$750,000 Total Policy: \$140,520,000

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

The policy (ies) provides coverage for all medical professionals employed or contracted by the above insured only for medical professional services provided for or on behalf of the insured. The limits shown above are inclusive of the applicable policy self insured retention.

KATZ, STEVEN H, MD

**CERTIFICATE HOLDER****CANCELLATION 30**

MEMORIAL HOSPITAL WEST  
703 N FLAMINGO RD  
PEMBROKE PINES FL 33028-1006

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

AUTHORIZED REPRESENTATIVE

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