



Amendment
Prepared for
Pembroke Pines, FL

Eleventh Amendment to the Granicus Service Agreement between Granicus, LLC and Pembroke Pines, FL

This Eleventh Amendment to the Granicus, LLC Service Agreement is effective on the date this document is signed and entered into by and between Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (hereinafter referred to as "Granicus"), and Pembroke Pines, FL (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement effective 11 Oct 2016 (the "Agreement"); and

WHEREAS, in addition to Client's existing solution, Client wishes to add certain products and services as detailed in Q-474900, which is attached as Exhibit A and incorporated herein by reference; and

WHEREAS, the Client and Granicus wish to extend the Agreement through 30 Sep 2026; and

WHEREAS, the Client and Granicus wish to include additional terms as set forth in Attachment 1; and

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Compensation shall be amended to include the fees detailed in Exhibit A. Exhibit A is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of the Client to provide applicable exemption certificate(s).
2. The Agreement shall be extended through 30 Sep 2026.
3. The terms as set forth in Attachment 1 are hereby incorporated into the Agreement.
4. Except as amended by this Eleventh Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
5. In the event of any inconsistency between the provisions of this Eleventh Amendment and the documents comprising the Agreement, the provisions of this Eleventh Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Eleventh Amendment to be executed by their duly authorized representatives.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Pembroke Pines, FL

Signature:

Name:

Title:

Date:

Granicus

Signature:

DocuSigned by:

Alex Bern

0F7DAA9D3DAD473...

Name: Alex Bern

Title: Contracts Manager

Date: 8/27/2025



THIS IS NOT AN INVOICE

Exhibit A
Prepared for
Pembroke Pines, FL

Exhibit A

ORDER DETAILS

Prepared By: Daniel Oliveros
Phone:
Email: daniel.oliveros@granicus.com
Order #: Q-474900
Prepared On: 25 Aug 2025
Expires On: 30 Sep 2025

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: 01 Oct 2025 - 30 Sep 2026



PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Terminating Subscriptions		
Solution	Quantity/Unit	Prior Annual Fee
Recurring Captioning Services	0 Hours	\$16,884.00
GovMeetings Live Cast	0 Each	\$28,986.69
Granicus Live Cast Encoding Software	0 Each	\$1,669.49
Upgrade to 1080p Streaming	0 Each	\$5,008.49
SUBTOTAL:		\$52,548.67

Upon the signing of this Agreement, annual fees for the terminating subscription(s) shall cease. Any pre-paid fees for the terminating subscription(s) after the signing of this Agreement will be prorated from the signing of this Agreement to the end of the Client's then-current billing term, credited, and such credit applied to the annual fees for new subscriptions.

Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.

Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Granicus Operations Cloud - Self-Managed Video	Annual	1 Each	\$25,750.00
Upgrade to 1080p Streaming	Annual	1 Each	\$5,247.00
Recurring Captioning Services	Annual	130 Hours	\$23,428.60
Experience Services Catalog Accelerator	Annual	60 Each	\$3,000.00
SUBTOTAL:			\$57,425.60



Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Open Platform Suite	Annual	1 Each	\$0.00
Legistar Upgrade to L5	Annual	1 Each	\$5,318.84
Legistar	Annual	1 Each	\$19,594.07
Open Platform Suite	Annual	1 Each	\$0.00
SUBTOTAL:			\$24,912.91

CREDITS AVAILABLE

The number of Credits acquired due to the above purchase items:

Available Service Credits	
Total Services Catalog Credits:	85

PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:
: [HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/](https://granicus.com/semiannual-updates/)

PRODUCT DESCRIPTIONS

Solution	Description
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Legistar	Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire legislative process of the clerk's office. Clerks can leverage Legistar to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes: <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Unlimited data storage and retention • Up to one (1) Legistar database • Up to one (1) InSite web portal
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Granicus Operations Cloud - Self-Managed Video	The annual subscription is an outcome-focused solution combining integrated technology, data insights, and experience services to drive operational efficiencies. <ul style="list-style-type: none"> • Strategic Capabilities <ul style="list-style-type: none"> • Designated Experience Partner • Extended LMS Training On-demand • Access to Services Catalog • Biannual CX Program Brief to Review Insights & Recommendations • Online Help Articles and Access to govCommunity • Data Insights <ul style="list-style-type: none"> • Community Satisfaction and Performance Monitoring • Government Effectiveness Score • Digital Experience Score



Solution	Description
	<ul style="list-style-type: none"> • Quality of Life Surveys • In-app Reporting and Dashboards <ul style="list-style-type: none"> • Connected Technology • Video Streaming and Video-on-Demand <ul style="list-style-type: none"> ▪ Built-in video indexing with start, stop, and pause controls ▪ Video analytics ▪ Fully cloud-based ▪ Simulcast to multiple platforms including Facebook and YouTube ▪ Unlimited meetings, users, and storage <ul style="list-style-type: none"> • Public Portal ▪ Hyperlinked agendas, minutes, and documents ▪ Advanced keyword search <ul style="list-style-type: none"> • Hardware ▪ Live Cast video encoder <ul style="list-style-type: none"> • Ongoing security updates • Ongoing product updates and enhancements • Product accessibility maintained perpetually • 99.9% up-time guarantee • Technical Support Reporting (biannual) • Escalation & Care Process
Upgrade to 1080p Streaming	Upgrade to 1080p Streaming (requires Live Cast and Live Cast Encoder)
Recurring Captioning Services	<p>Live closed captioning.</p> <ul style="list-style-type: none"> • All Meetings will incur one hour minimum. • Cancellations within 24 hrs. will be charged 1 hour minimum. • Caption reservations should be reserved two weeks in advance. Jobs with little notice may not be guaranteed coverage, 24 hours as an absolute minimum. • Real Time Captions are provided at an 98% accuracy readability rating • Recurring Caption hours not used in the period of performance will not carry over to the following year.
Experience Services Catalog Accelerator	Annual Recurring Service Credits: Enhance your support through the GXC Services Catalog with these additional annual credits, ensuring continuous access to valuable services and resource.



Pembroke Pines, FL

THIRD PARTY DISCLAIMER

Closed Captioning and Meeting Services: Client and Granicus may agree that a third party will provide closed captioning, transcription services, or other meeting services under this Agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such an independent third party.

Attachment 1

5. **Scrutinized Companies.** Granicus, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:
- 5.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
 - 5.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 5.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes ; or
 - 5.2.2 Is engaged in business operations in Syria.
6. **Employment Eligibility.** Granicus certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.
- 6.1 **Definitions for this Section:**
- 6.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.
 - 6.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.
 - 6.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
 - 6.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
- 6.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-

Verify System to verify the employment eligibility of:

- 6.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- 6.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
- 6.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

- 7. **Public Entity Crimes.** Pursuant to Section 287.133(2)(a), Fla. Stat., as may be amended from time to time, a person or affiliate, as defined in Section 287.133(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Eleventh Amendment, Granicus represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.
- 8. **Discriminatory Vendor List.** Pursuant to Section 287.134(2)(a), Fla. Stat., as maybe amended from time to time, an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid,

proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Eleventh Amendment, Granicus represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

9. **Human Trafficking**. Pursuant to Section 787.06(13), Fla. Stat., as may be amended from time to time, non-governmental agencies contracting with CITY are required to provide an affidavit attesting that the non-governmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Eleventh Amendment and submitting the executed required affidavit, Granicus represents and warrants that it does not use coercion for labor or services as provided by state law.
10. **Antitrust Violations**. Pursuant to Section 287.137, Florida Statutes, as may be amended from time to time, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Eleventh Amendment, Granicus certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Eleventh Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.
11. **Compliance with Foreign Entity Laws**. Granicus (“Entity”) hereby attests under penalty of perjury the following:
 - 11.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);
 - 11.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
 - 11.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
 - 11.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);

- 11.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,
- 11.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

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

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

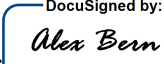
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: 8/27/2025

ENTITY: GRANICUS, LLC.

SIGNED BY:  OF7DAA9D3DAD473...

NAME: Alex Bern

TITLE: Contracts Manager



Tenth Amendment to the Granicus Service Agreement between Granicus, LLC and City of Pembroke Pines

This Tenth Amendment to the Granicus, LLC Service Agreement is effective on the date this document is signed and entered into by and between Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (hereinafter referred to as "Granicus"), and City of Pembroke Pines (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement effective 11 Oct 2016 (the "Agreement"); and

WHEREAS, in addition to Client's existing solution, Client wishes to add certain products and services as detailed in Q-330936, which is attached as Exhibit A and incorporated herein by reference; and

WHEREAS, the Client and Granicus wish to extend the Agreement through 30 Sep 2025; and

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Compensation shall be amended to include the fees detailed in Exhibit A. Exhibit A is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of the Client to provide applicable exemption certificate(s).
2. The Agreement shall be extended through 30 Sep 2025.
3. Except as amended by this Tenth Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
4. In the event of any inconsistency between the provisions of this Tenth Amendment and the documents comprising the Agreement, the provisions of this Tenth Amendment shall prevail.
5. The following Section is added and made part of the Agreement:

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

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

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

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

5.2.2 Is engaged in business operations in Syria.



6. The following Section is added and made part of the Agreement:

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

6.1 Definitions for this Section:

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

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

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

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

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

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

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

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

SIGNATURE PAGE FOLLOWS

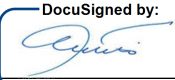


Amendment Prepared for **City of Pembroke Pines**

IN WITNESS WHEREOF, the parties have caused this Tenth Amendment to be executed by their duly authorized representatives.


Agreement and Acceptance

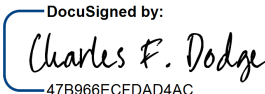
By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

City of Pembroke Pines	
Signature:	
Name:	Angelo Castillo
Title:	Mayor
Date:	June 24, 2024

Granicus	
Signature:	
Name:	Gale Brakke
Title:	Contracts Manager
Date:	6/5/2024

Approved as to form:


A563A1DDEFD5417...
Office of the City Attorney


47B966ECFDAD4AC...
Charles F. Dodge

City Manager



THIS IS NOT AN INVOICE

Exhibit A
Prepared for
Pembroke Pines, FL

Exhibit A

ORDER DETAILS

Prepared By: Val Shreve
Phone:
Email: val.shreve@granicus.com
Order #: Q-330936
Prepared On: 31 May 2024
Expires On: 28 Jun 2024

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Billing Term
End Date: 30 Sep 2024
Period of Performance: The Agreement will begin on date of signature and will continue through the end of the then current billing term.



PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Terminating Subscriptions		
Solution	Quantity/Unit	Prior Annual Fee
Government Transparency Suite	0 Each	\$14,473.03
Granicus Encoding Appliance Software (GT)	0 Each	\$1,608.12
Meeting Efficiency Suite	0 Each	\$13,668.98
Upgrade to SDI 720p Streaming	0 Each	\$3,216.23
SUBTOTAL:		\$32,966.36

Upon the signing of this Agreement, annual fees for the terminating subscription(s) shall cease. Any pre-paid fees for the terminating subscription(s) after the signing of this Agreement will be prorated from the signing of this Agreement to the end of the Client's then-current billing term, credited, and such credit applied to the annual fees for new subscriptions.

Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.

Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).

Existing Subscriptions			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Recurring Captioning Services	Annual	90 Hours	\$16,080.71
Open Platform Suite	Annual	1 Each	\$0.00
Legistar Upgrade to L5	Annual	1 Each	\$4,824.34
Legistar	Annual	1 Each	\$17,772.40



One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
GovMeetings Live Cast SetUp and Config	Up Front	1 Hours	\$212.00
Granicus Live Cast Encoder – Hardware	Upon Delivery	1 Each	\$3,710.00
Granicus Video - Online Training	Upon Delivery	6 Hours	\$2,544.00
Granicus Live Cast Encoder Setup and Configuration	Up Front	1 Each	\$927.50
US Shipping Charge C - Large Item	Upon Delivery	1 Each	\$132.50
Open Platform - Setup and Configuration	Up Front	1 Each	\$0.00
SUBTOTAL:			\$7,526.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
GovMeetings Live Cast	Annual	1 Each	\$27,606.37
Open Platform Suite	Annual	1 Each	\$0.00
Granicus Live Cast Encoding Software	Annual	1 Each	\$1,589.99
Upgrade to 1080p Streaming	Annual	1 Each	\$4,769.99
SUBTOTAL:			\$33,966.35

Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages. Additional volume purchased will cover the period of 14 May 2024 - 30 Sep 2024. The additional volume and annual fees will be added to Pembroke Pines, FL's standard subscription and will be included in the next renewal period.



FUTURE YEAR PRICING

Solution(s)	Period of Performance
	Year 2
Recurring Captioning Services	\$16,884.74
Open Platform Suite	\$0.00
Legistar Upgrade to L5	\$5,065.56
Legistar	\$18,661.02
GovMeetings Live Cast	\$28,986.69
Open Platform Suite	\$0.00
Granicus Live Cast Encoding Software	\$1,669.49
Upgrade to 1080p Streaming	\$5,008.49
SUBTOTAL:	\$76,275.99

PRODUCT DESCRIPTIONS

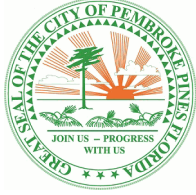
Solution	Description
Recurring Captioning Services	<p>Live closed captioning.</p> <ul style="list-style-type: none"> • All Meetings will incur one hour minimum. • Cancellations within 24 hrs. will be charged 1 hour minimum. • Caption reservations should be reserved two weeks in advance. Jobs with little notice may not be guaranteed coverage, 24 hours as an absolute minimum. • Real Time Captions are provided at an 98% accuracy readability rating • Recurring Caption hours not used in the period of performance will not carry over to the following year.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Legistar	<p>Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire legislative process of the clerk's office. Clerks can leverage Legistar to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Unlimited data storage and retention • Up to one (1) Legistar database • Up to one (1) InSite web portal
GovMeetings Live Cast	govMeetings Live Cast provides the ability to manage public meetings from anywhere, on almost any device using cloud based software and a Granicus Live Cast encoder. It will stream public meetings in HD, allow users to live index items, record and publish minutes, and provide archive videos for on-demand viewing.
Granicus Live Cast Encoder – Hardware	Granicus Live Cast encoder is the hardware appliance used convert the video feed for video streaming on the web. It also records the video and provides the MP4 file for archive playback.
Granicus Video - Online Training	Granicus Video - Online Training



Solution	Description
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Granicus Live Cast Encoding Software	Granicus Live Cast Software will convert the video feed for video streaming on the web which will also record video and provides the MP4 file for archive playback. <i>Only used with the Live Cast encoder hardware and Live Cast solution.</i>
US Shipping Charge C - Large Item	US shipping of a large item
Upgrade to 1080p Streaming	Upgrade to 1080p Streaming (requires Live Cast and Live Cast Encoder)
Open Platform - Setup and Configuration	Setup and configuration for Open Platform

THIRD PARTY DISCLAIMER

Closed Captioning and Meeting Services: Client and Granicus may agree that a third party will provide closed captioning, transcription services, or other meeting services under this Agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such an independent third party.



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 Number: 37.

Agenda Request Form Continued (24-0594)

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
	Action Text: A motion was made to approve on the Consent Agenda			
			Aye: - 5	Mayor Castillo, Vice Mayor Good Jr., Commissioner Rodriguez, Commissioner Schwartz, and Commissioner Hernandez
			Nay: - 0	

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

Agenda Request Form Continued (24-0594)

- 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:

- 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.

Agenda Request Form Continued (24-0594)

- 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 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 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

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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

(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.

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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

Agenda Request Form Continued (24-0594)

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.

Agenda Request Form Continued (24-0594)

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

(G) 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

Agenda Request Form Continued (24-0594)

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

e) Detail of additional staff requirements: Not Applicable

Agenda Request Form Continued (24-0594)

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:

a) Renewal Cost: \$57,714.30

b) Amount budgeted for this item in Account No: \$37,000.00 in account

Agenda Request Form Continued (24-0594)

#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.



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

Amendment
Prepared for
Pembroke Pines, FL

Ninth Amendment to the Granicus Service Agreement between Granicus, LLC and Pembroke Pines, FL

This Ninth Amendment to the Granicus, LLC Service Agreement is effective on the date this document is signed and entered into by and between Granicus, LLC, a Minnesota Limited Liability Company (hereinafter referred to as "Granicus"), and Pembroke Pines, FL (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement effective 10/11/2016 (the "Agreement"); and

WHEREAS, the Client and Granicus wish to extend the Agreement through 09/30/2024; and

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Compensation shall be amended to include the fees detailed in Exhibit A. Exhibit A is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of the Client to provide applicable exemption certificate(s).
2. The Agreement shall be extended through 09/30/2024.
3. Except as amended by this Ninth Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
4. In the event of any inconsistency between the provisions of this Ninth Amendment and the documents comprising the Agreement, the provisions of this Ninth Amendment shall prevail.
5. The following Section is added and made part of the Agreement:
 5. **Scrutinized Companies.** Granicus, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:
 - 5.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
 - 5.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 5.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
 - 5.2.2 Is engaged in business operations in Syria.
6. The following Section is added and made part of the Agreement:
 6. **Employment Eligibility.** Granicus certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.
 - 6.1 **Definitions for this Section:**

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

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

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

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

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

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

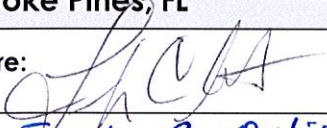
6.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during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

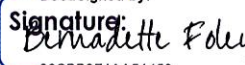
6.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees.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

IN WITNESS WHEREOF, the parties have caused this Ninth Amendment to be executed by their duly authorized representatives.

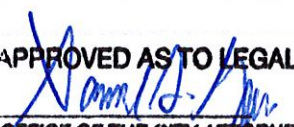
Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Pembroke Pines, FL
Signature: 
Name: Frank C. Ortiz
Title: Mayor
Date: 8/2/2023

Granicus
DocuSigned by: Signature: 
06CBB3E1AA51459 Name: Bernadette Foley
Title: Manager, Renewals
Date: 7/18/2023

Order #: Q-280570
Prepared: 07/05/2023

APPROVED AS TO LEGAL FORM

OFFICE OF THE CITY ATTORNEY
DATED: 7/19/23



408 St. Peter St, Suite 600
St. Paul, MN 55102

THIS IS NOT AN INVOICE

Exhibit A
Prepared for
Pembroke Pines, FL

Exhibit A

ORDER DETAILS

Prepared By: Korgbae Freeman
Phone:
Email: korgbae.freeman@granicus.com
Order #: Q-280570
Prepared On: 05 Jul 2023
Expires On: 30 Sep 2023

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date: 30 Sep 2023
Period of Performance: 10/01/2023 - 09/30/2024



Exhibit A
Pembroke Pines, FL

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Government Transparency Suite	Annual	1 Each	\$14,473.03
Recurring Captioning Services	Annual	90 Hours	\$16,081.20
Open Platform Suite	Annual	1 Each	\$0.00
Legistar Upgrade to L5	Annual	1 Each	\$4,824.34
Legistar	Annual	1 Each	\$17,772.39
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,608.12
Meeting Efficiency Suite	Annual	1 Each	\$13,668.98
Upgrade to SDI 720p Streaming	Annual	1 Each	\$3,216.23
SUBTOTAL:			\$71,644.29



Pembroke Pines, FL

PRODUCT DESCRIPTIONS

Solution	Description
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events.
Recurring Captioning Services	<p>Live closed captioning.</p> <ul style="list-style-type: none"> • All Meetings will incur one hour minimum. • Cancellations within 24 hrs. will be charged 1 hour minimum. • Caption reservations should be reserved two weeks in advance. Jobs with little notice may not be guaranteed coverage, 24 hours as an absolute minimum. • Real Time Captions are provided at an 98% accuracy readability rating • Recurring Caption hours not used in the period of performance will not carry over to the following year.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Legistar	<p>Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire legislative process of the clerk's office. Clerks can leverage Legistar to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Unlimited data storage and retention • Up to one (1) Legistar database • Up to one (1) InSite web portal
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.

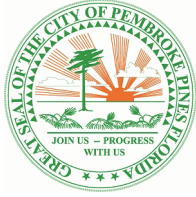


Pembroke Pines, FL

Solution	Description
Meeting Efficiency Suite	<p>Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (Haas) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, use LiveManager to record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word, and publish online with the click of a button. Meeting Efficiency includes:</p> <ul style="list-style-type: none">• Unlimited user accounts• Unlimited meeting bodies• Unlimited storage of minutes documents• Access to the LiveManager software application for recording information during meetings• Access to the Word Add-in software component for minutes formatting in MS Word if desired• Up to one (1) MS Word minutes template (additional templates can be purchased if needed)
Upgrade to SDI 720p Streaming	Upgrade to SDI 720p Streaming (requires Digital encoder and HD feed)

THIRD PARTY DISCLAIMER

Closed Captioning and Meeting Services: Client and Granicus may agree that a third party will provide closed captioning, transcription services, or other meeting services under this Agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such an independent third party.



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 17.

File ID: 23-0054

Type: Commission Items

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 01/23/2023

Short Title: Contracts Database Report - August 2, 2023

Final Action: 08/02/2023

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

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

the Water Treatment Plant - Renewal

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

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

*Agenda Date: 08/02/2023

Agenda Number: 17.

Internal Notes:

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

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

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

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

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

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

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

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

Community Redevelopment Projects - Renewal

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

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

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

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

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

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

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

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

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

SUMMARY EXPLANATION AND BACKGROUND:

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

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

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

FINANCIAL IMPACT DETAIL:

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

FEASIBILITY REVIEW:

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

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

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$71,644.29

b) Amount budgeted for this item in Account No:

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

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

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

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

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

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

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

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

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

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

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

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

FEASIBILITY REVIEW:

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

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

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

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

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

a) Initial Cost: None at this time

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

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

471-536-6010-534990-0000-000-0000- / 001-519-0800-534990-0000-000-0000- /

001-529-4003-534990-0000-000-0000- Other Svc.

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

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

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

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

FEASIBILITY REVIEW:

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

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

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** None.

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

CDBG

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

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

SHIP

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

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

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

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

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

FEASIBILITY REVIEW:

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

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

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

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

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

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

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

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

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

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

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

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

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

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

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

FEASIBILITY REVIEW:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

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

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

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

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

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

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

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

FEASIBILITY REVIEW:

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

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

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

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

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: The annual cost under this agreement is estimated to be approximately \$350,000.00, but Staff is recommending Commission approval in an amount not to exceed the limits of the approved budget, as may be amended, for this service. Staff estimates funds on an as-needed basis for the renewal period in an initial amount of \$51,500 for FY 2022-23, and an estimated amount of \$298,500 for FY 2023-24, as needed.

b) Amount budgeted for this item in Account No: \$19,800.00 in Account no. 471-533-6032-546150-0000-000-0000- (R&M Land Bldg. & Improvement)

c) Source of funding for difference, if not fully budgeted: \$31,700.00 in Account no. 471-533-6032-546250-0000-000-0000- (R&M Equipment)

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

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

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

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

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

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

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

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

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

Amendments extending the term thereof.

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

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

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

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** Not applicable. Staff will submit every work authorization under this contract term, greater than or equal to \$25,000.00, to the City Commission for consideration.
- b) **Amount budgeted for this item in Account No:** When specific projects are identified, the appropriate budgets and accounts will be utilized.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable.

FEASIBILITY REVIEW:

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

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

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

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

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

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

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

b) Amount budgeted for this item in Account No:

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

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

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

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

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

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

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

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

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

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

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

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

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

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

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

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

Conducted for this service? Not Applicable.

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

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

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



City of Pembroke Pines

**EIGHTH AMENDMENT TO THE
GRANICUS SERVICE AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
GRANICUS, LLC**

THIS AMENDMENT ("Eighth Amendment"), dated May 10, 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 "Client",

and

GRANICUS, LLC, a Limited Liability Company as listed with the Florida Division of Corporations, with a business address of **408 Saint Peter St., Suite #600, St. Paul, MN 55102**, hereinafter referred to as "Granicus". "Client" and "Granicus" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **October 11, 2016**, Client and Granicus entered into the Granicus, Inc. Service Agreement for software and managed services ("Original Agreement") for an initial **three (3) year period**, which expired on **September 30, 2019**; and,

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

WHEREAS, on **December 21, 2016**, the Parties executed the First Amendment to the Original Agreement to update the scope of services to include the Granicus SDI Encoder for HD Streaming; and,

WHEREAS, on **January 8, 2018**, the Parties executed the Second Amendment to the Original Agreement, as amended, to update the scope of services to include Recurring Captioning Services; and,

WHEREAS, on **March 5th, 2018**, the Parties executed the Third Amendment to the Original Agreement, as amended, to update the scope of services to include Archived Captioning Services; and,

WHEREAS, on **October 2, 2019**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to renew the term thereof for a **one (1) year** period which expired on **September 30, 2020**; and,



City of Pembroke Pines

WHEREAS, on **August 24, 2020**, the Parties executed the Fifth Amendment to the Original Agreement, as amended, to renew the term thereof for a **one (1) year** period which expired on **September 30, 2021**; and,

WHEREAS, on **August 15, 2021**, the Parties executed the Sixth Amendment to the Original Agreement, as amended, to renew the term thereof for a **one (1) year** period which expired on **September 30, 2022**; and,

WHEREAS, on **April 25, 2022**, the Parties executed the Seventh Amendment to the Original Agreement, as amended, to renew the term thereof for a **one (1) year** period which will expire on **September 30, 2023**; and,

WHEREAS, in **October, 2016**, Granicus, Inc. a California corporation, became Granicus, LLC a Minnesota, Limited Liability Company as set forth in **Exhibit "G"** attached hereto; and,

WHEREAS, Section 15.2 of the Original Agreement provides that the Original Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Granicus without the prior written consent of Client.; and,

WHEREAS, the CITY hereby agrees to approve assignment of the Original Agreement, as amended, to **GRANICUS, LLC**; and,

WHEREAS, the Parties desire to amend the terms contained in the Original Agreement, as amended, as set forth in this Eighth 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. Any language contained in this Eighth Amendment, or any subsequent amendment, which is in ~~strike through type~~ shall be deletions from the terms of the Original Agreement and language in underlined type shall be additions to the terms of the Original Agreement.

SECTION 3. The Original Agreement, as amended, is hereby assigned to Granicus, LLC, a Minnesota, Limited Liability Company.

SECTION 4. The Original Agreement, as amended, is hereby amended to include **Exhibit "G"**, attached hereto and by this reference made a part hereof.



City of Pembroke Pines

SECTION 5. Section 15.10 of the Original Agreement, as amended, is hereby revised and amended as set forth below:

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

Client:	Charles F. Dodge, City Manager City of Pembroke Pines 601 City Center Way, 4 th Floor Pembroke Pines, Florida 33025 Telephone No. (954) 450-1040
Copy To:	Samuel S. Goren, City Attorney Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 Telephone No. (954) 771-4500 Facsimile No. (954) 771-4923
Granicus:	Granicus, Inc. Granicus, LLC Attn.: Business and Contracts 408 St. Peter St., Suite #600 St. Paul, MN 55102 E-mail: bizcon@granicus.com Telephone No: (800) 314-10147 Facsimile No: (651) 665-0943

SECTION 5. Scrutinized Companies. Granicus, 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:

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

4.2 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:



City of Pembroke Pines

4.2.1 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

4.2.2 Is engaged in business operations in Syria.

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

6.1 Definitions for this Section.

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

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

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

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

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

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

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

6.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.



City of Pembroke Pines

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

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

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

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

SECTION 11. This Eighth 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 Eighth 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.

Client:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:

Marlene D. Graham

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MARLENE D. GRAHAM, CITY CLERK
May 10, 2023

APPROVED AS TO FORM:

Print Name: *Dorian Sherone*
OFFICE OF THE CITY ATTORNEY

BY: *[Signature]*

MAYOR FRANK C. ORTIS

DocuSigned by:

Charles F. Dodge

47B966ECFDAD4AC...

BY: *[Signature]*

CHARLES F. DODGE, CITY MANAGER

Granicus:

GRANICUS, LLC

DocuSigned by:

Brendan Stierman

8E342685D3714DF...

Signed By: *[Signature]*

Brendan Stierman

Printed Name: _____

Title: Contracts Manager



www.granicus.com

January 23, 2023

Subject: Granicus Merger

To whom it may concern:

In October 2016, GovDelivery, Inc. and Granicus, Inc. were acquired and merged. The operating entity moving forward for Granicus, Inc. is Granicus, LLC.

Granicus, LLC accepts and assumes all rights, duties, benefits and obligations of the Granicus, Inc. contracts, including all existing and future obligations to perform under the contract.

If you have any further questions regarding the above please feel free to contact us at:

e. contracts@granicus.com
p. 651.757.4154

Granicus address
408 Saint Peter Street, Suite 600
Saint Paul, MN 55102

Granicus EIN: 41-1941088

We look forward to your continued support and cooperation.

Regards,

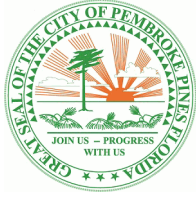
Eric Gibson
Chief Financial Officer

WASHINGTON D.C.
1152 15th Street NW, Suite 800
Washington, DC 20005
202.407.7500

DENVER
707 17th Street, Suite 4000
Denver, CO 80202
720.240.9586

SAINT PAUL
408 St. Peter St, Suite 600
Saint Paul, MN 55102
651.726.7309

U.K.
The Beehive, City Place,
Gatwick, RH6 0PA
0800.032.5769



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 2.

File ID: 23-0289

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 04/20/2023

Short Title: Granicus-Legistar Software Agreement Granicus
LLC fka Granicus, Inc.

Final Action: 05/03/2023

Title: MOTION TO APPROVE THE EIGHTH AMENDMENT TO ORIGINAL AGREEMENT, AS AMENDED, BETWEEN THE CITY OF PEMBROKE PINES AND GRANICUS, LLC TO APPROVE THE ASSIGNMENT OF THE AGREEMENT FROM GRANICUS, INC TO GRANICUS, LLC, PURSUANT TO THE REQUIREMENT SET FORTH IN SECTION 15.2 OF THE ORIGINAL AGREEMENT.

***Agenda Date:** 05/03/2023

Agenda Number: 2.

Internal Notes:

Attachments: 1. Granicus LLC - Legistar Software Agreement - Eighth Amendment (signed).pdf, 2. Exhibit G - Assignment Letter.pdf

1	City Commission	05/03/2023	approve	Pass
Action Text: 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				

MOTION TO APPROVE THE EIGHTH AMENDMENT TO ORIGINAL AGREEMENT, AS AMENDED, BETWEEN THE CITY OF PEMBROKE PINES AND GRANICUS, LLC TO APPROVE THE ASSIGNMENT OF THE AGREEMENT FROM GRANICUS, INC TO GRANICUS, LLC, PURSUANT TO THE REQUIREMENT SET FORTH IN SECTION 15.2 OF THE ORIGINAL AGREEMENT.

SUMMARY EXPLANATION AND BACKGROUND:

1. On October 11, 2016, the City entered into an agreement with Granicus, Inc. for a three (3) year term which expired on September 30th, 2019.
2. The City of Pembroke Pines City Clerk Department utilizes Granicus, Inc. to provide Legistar Software Maintenance and Closed Captioning Services.
3. To date the Original Agreement has had seven (7) amendments, including four (4)

Agenda Request Form Continued (23-0289)

additional one (1) year renewals which extended the term to September 30th, 2023.

4. In January 2023 the City was informed that in October 2016 Granicus, Inc. was acquired by Granicus, LLC.

5. Section 15.2 of the Original Agreement, as amended, provides that the Agreement, or any interest therein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Granicus without the prior written consent of the City. For purposes of this Agreement, any change of ownership of Granicus shall constitute an assignment which requires City approval.

6. The City Clerk's Office recommends that the City Commission approve this Eighth Amendment to the Original Agreement, as amended, between the City of Pembroke Pines and Granicus, LLC to approve the assignment of the agreement from Granicus, Inc. to Granicus, LLC, pursuant to the requirement set forth in Section 15.2 of the Original Agreement.

FINANCIAL IMPACT DETAIL:

a) Cost: None (Annual Cost Paid: \$77,421.77)

b) Amount budgeted for this item in Account No: The funds have been disbursed for the current year. No further costs are applicable for the current fiscal year. Paid: \$77,421.77 from **001-519-1001-534995-0000-000-0000- Other Svc -IT**

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

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

	FY 2022-23
Revenues	\$.00
Expenditures	\$77,421.77
Net Cost	\$77,421.77

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.



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

Amendment
Prepared for
Pembroke Pines, FL

Seventh Amendment to the Granicus Service Agreement between Granicus, Inc. and Pembroke Pines, FL

This Seventh Amendment to the Granicus, Inc. Service Agreement is effective on the date this document is signed and entered into by and between Granicus, Inc., a California Corporation (hereinafter referred to as "Granicus"), and Pembroke Pines, FL (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement effective 10/11/2016 (the "Agreement"); and

WHEREAS, the Client and Granicus wish to extend the Agreement through 09/30/2023; and

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Compensation shall be amended to include the fees detailed in Exhibit A. Exhibit A is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of the Client to provide applicable exemption certificate(s).
2. The Agreement shall be extended through 09/30/2023.
3. Except as amended by this Seventh Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
4. In the event of any inconsistency between the provisions of this Seventh Amendment and the documents comprising the Agreement, the provisions of this Seventh Amendment shall prevail.
5. The following Section is added and made part of the Agreement:

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

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

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

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

5.2.2 Is engaged in business operations in Syria.

6. The following Section is added and made part of the Agreement:

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

6.1 **Definitions for this Section:**

6.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract

with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Seventh Amendment to be executed by their duly authorized representatives.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Pembroke Pines, FL

Signature: 

Name: Frank C. Ortis

Title: Mayor

Date: April 20th, 2022

Approved as to Legal Form:

DocuSigned by:


833DB27BB2774A7...

Order #: Q-177207

Prepared: 03/19/2022

Granicus

Signature: 

DocuSigned by:


Jessica Yang
8FF5249C1B804CA...

Name: Jessica Yang

Title: Sr Manager Renewals

Date: 4/7/2022

DocuSigned by:


47B966ECFDAD4AC...
Charles F. Dodge

April 25, 2022



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Exhibit A
Prepared for
Pembroke Pines, FL

Exhibit A

Please note: This is not an invoice. This is a budgetary proposal that outlines the products and fees associated with the subscription renewal. Please inform the Granicus Contact listed below if you wish to issue a PO against this budgetary proposal.

ORDER DETAILS

Prepared By:	Lucy Fowler-Tutt
Phone:	
Email:	lucy.fowler-tutt@granicus.com
Order #:	Q-177207
Prepared On:	03/19/2022
Expires On:	09/30/2022

ORDER TERMS

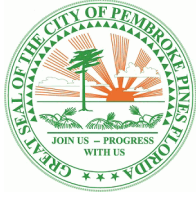
Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription	
End Date:	09/30/2022
Period of Performance:	10/01/2022 - 09/30/2023



PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Government Transparency Suite	Annual	1 Each	\$13,783.84
Recurring Captioning Services	Annual	90 Hours	\$15,315.30
Open Platform Suite	Annual	1 Each	\$0.00
Legistar Upgrade to L5	Annual	1 Each	\$4,594.61
Legistar	Annual	1 Each	\$16,926.09
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,531.54
Meeting Efficiency Suite	Annual	1 Each	\$13,018.08
VoteCast Standard Package (Tablet) (ME)	Annual	1 Each	\$9,189.23
Upgrade to SDI 720p Streaming	Annual	1 Each	\$3,063.08
SUBTOTAL:			\$77,421.77



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 5.

File ID: 22-0134

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 02/22/2022

Short Title: Contracts Database Report - April 20th, 2022

Final Action: 04/20/2022

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

(A) Ashley Gortler OTR, LLC - Occupational Therapy - Renewal

(B) Compass Group USA, Inc. - Food Service Management for Charter Schools and Early Development Centers - Renewal

(C) Edmentum, Inc.-Edmentum Courseware & Study Island Mastery Program-Renewal

(D) Edmentum, Inc.-Edmentum Courseware & Study Island Mastery Program-Renewal

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

(F) Staples LLC - Purchase of Office & Classroom Supplies - Renewal

***Agenda Date:** 04/20/2022

Agenda Number: 5.

Internal Notes:

Attachments: 1. Contracts Database Report - April 20th, 2022, 2. A. Ashley Gortler OTR LLC - Occupational Therapy - (AB), 3. B. Compass Group USA, Inc. - Food Service - (All Backup), 4. C. Edmentum-Study Island (All Backup 2022), 5. D. Edmentum-Study Island (All Backup 2022-2023), 6. E. Granicus Inc - Legistar Software Maintenance and CC Services (AB), 7. F. Staples Contract & Commercial, LLC contract with the State of Florida (all backup)

1 City Commission 04/20/2022 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 (22-0134)

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

- (A) Ashley Gortler OTR, LLC - Occupational Therapy - Renewal
- (B) Compass Group USA, Inc. - Food Service Management for Charter Schools and Early Development Centers - Renewal
- (C) Edmentum, Inc.-Edmentum Courseware & Study Island Mastery Program-Renewal
- (D) Edmentum, Inc.-Edmentum Courseware & Study Island Mastery Program-Renewal
- (E) Granicus, Inc. - Legistar Software Maintenance - Renewal
- (F) Staples LLC - Purchase of Office & Classroom Supplies - 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) Ashley Gortler OTR, LLC - Occupational Therapy - Renewal

1. On March 18th, 2021, the City entered into an Agreement with Ashley Gortler OTR, LLC for an initial period which expired on June 30th, 2021.
2. The City's East Campus Charter Elementary School contracts Ashley Gortler OTR, LLC to provide Occupational Therapy services in order to comply with the requirements of Broward County Schools.
3. Section 3.1 of the Original Agreement authorizes the renewal of the Original Agreement for three (3) additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.
4. To date the Original Agreement has had one (1) amendment which extended the term for an

Agenda Request Form Continued (22-0134)

additional one (1) year period to June 30th, 2022.

5. The City's East Campus Charter Elementary School is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Second Amendment to extend the term for a one (1) year renewal term which shall commence on July 1st, 2022 and naturally expire on June 30th, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: 64,800.00

b) Amount budgeted for this item in Account No: \$64,800 -

170-569-5051-531310-6130-310-0000-00550 Health Services

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

d) 1 year projection of the operational cost of the

	FY 2022-2023
Revenues	\$.00
Expenditures	\$64,800.00
Net Cost	\$64,800.00

e) Detail of additional staff requirements: Not Applicable

(B) Compass Group USA, Inc. - Food Service Management for Charter Schools and Early Development Centers - Renewal

1. On June 13th, 2018, pursuant to the City Commission's approval to award Request for Proposals # ED-17-05, the City entered into an agreement with Compass Group USA, Inc. for an initial one (1) year term which commenced on July 1st, 2018 and naturally expired on June 30th, 2019.

2. Compass Group USA, Inc. provides Food Management Services for the City of Pembroke Pines Charter Schools and Early Development Centers.

3. Section 3.2 of the Original Agreement allows for four (4) additional, one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. On June 17th, 2019 the Parties executed the First Amendment to the Original Agreement to amend the compensation amount and to enter into the first one (1) year renewal term which expired on June 30th, 2020.

5. On July 1st, 2019 the Parties executed the Second Amendment to the Original Agreement to include the investment package information for certain improvements to City's premises to facilitate the performance of the food service management program.

6. On May 20th, 2020, and April 7th, 2021 the Parties entered into the Third and Fourth

Agenda Request Form Continued (22-0134)

Amendments respectively to amend the compensation amount and to enter into the second and third, one (1) year renewal terms, extending the Agreement to June 30th, 2022.

7. The City of Pembroke Pines Charter Schools Department and the Early Development Centers are satisfied with the performance and execution of the Original Agreement and recommend that the City Commission approve this Fifth Amendment to increase the compensation amount as described in Exhibit B-5, of the Fifth Amendment to the Original Agreement, as amended, and to enter into the fourth and final, one (1) year renewal term, commencing on July 1st, 2022 and expiring on June 30th, 2023, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: The total estimated annual cost is \$3,175,009.38 based on the projected meal equivalents for Charter School's 2022-23 FY. Please note that the total meal equivalents may fluctuate each year due to various factors, including student participation, Hurricane Days, enrollment, etc. Pursuant to Section 1.3.18.9 of the RFP, the Food service program shall be operated on a breakeven situation. In the event there is a deficit such that costs exceed income, contractor shall guarantee that the City of Pembroke Pines will have no out of pocket costs.

b) Amount budgeted for this item in Account No:

Charter School Site	Account Coding	Amount
East Elementary	170-569-5051-531310-7600-310-0000-00550	\$375,450.50
West Elementary	170-569-5051-531310-7600-310-0000-00551	\$297,502.45
Central Elementary	170-569-5051-531310-7600-310-0000-00552	\$306,407.38
West Middle	171-569-5052-531310-7600-310-0000-00553	\$343,270.26
Central Middle	171-569-5052-531310-7600-310-0000-00554	\$404,601.06
Academic Village	172-569-5053-531310-7600-310-0000-	\$1,005,149.55
FSU Elementary	173-569-5061-531310-7600-310-0000-	\$360,567.15
		Total \$3,092,948.35
EDC Site	Account Coding	
West EDC	001-569-5002-552701-0000-000-0000-00208	\$35,855.05
Central EDC	001-569-5002-552701-0000-000-0000-00209	\$46,205.98
		Total \$82,061.03

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

d) 1 year projection of the operational cost of the project: In regards to the Charter Schools, the Contract with Chartwells to provide food service is directly related to the revenue the City receives from the Federal Government for the National School Lunch Program. The revenues and the expenditures are all based on a "per meal" basis. Below is the total operational cost for the food service inclusive of overhead operating expenditures. The net result is a net deficit of \$87,338.76. This is due to implementing free breakfast for all students in FY 22-23. This was implemented to offset accumulated surplus in the food service fund balance that has exceeded the maximum allowed by the State. The total expenditure below of \$3,092,948 is inclusive of the estimated cost of the Chartwells contract and represents the renewal period of the contract. In regards to the Early Development Centers, the Contract with Chartwells to provide food service is directly related to the revenue the City receives from parents, based on a "per meal" basis. The net revenue of \$9,196.97 is used to offset other operating expenses, such as snacks for students/campers.

FY2022-2023

	Charter Schools	EDC's	Total
Revenues	\$ 3,005,609.59	\$ 91,258.00	\$ 3,096,867.59

Agenda Request Form Continued (22-0134)

Expenditures	\$ 3,092,948.35	\$ 82,061.03	\$ 3,175,009.38
Net Revenue/(Deficit)	\$ (87,338.76)	\$ 9,196.97	\$ (78,141.79)

Please also note that the total meal equivalents may fluctuate each year due to various factors including student participation, hurricane days, enrollment, etc.

e) Detail of additional staff requirements: Not Applicable

(C) Edmentum, Inc.-Edmentum Courseware & Study Island Mastery Program-Renewal

1. On October 7th, 2020 the City Commission approved the overall purchase cost for the Edmentum Courseware and Study Island products for both the Pembroke Pines Charter Central and West Middle Schools and the Academic Village Charter High School at \$42,793.60 for the 2020-21 School Year.
2. Edmentum, Inc. is an education services company which provides online, mobile, and software-based learning products. The company's learning system is an interactive instructional and testing system that provides teachers with curriculum and instructional management and assessment tools. It offers Edmentum Courseware, an online curriculum of virtual courses that includes a range of core subjects, electives, global languages and honor classes. Additionally, the Study Island mastery program, combines rigorous content that is highly customized to specific state standards in math, reading, writing, science, and social studies with interactive features and games that engage, reinforce and reward student learning achievement, while providing teachers with tools to assess, remediate and enrich student achievement.
3. The Pembroke Pines Academic Village Charter School (AVCS) has purchased and utilized Edmentum courseware and the Study Island mastery program since school year 2013-14, and every school year thereafter. The Pembroke Pines Charter West and Central Middle Schools (PPCMS) have been utilizing the Study Island mastery program for Social Studies and Sciences since school year 2015-16 and every school year thereafter.
4. On December 16th, 2020, the City Commission approved the renewal of the Courseware and Study Island products for both the Pembroke Pines Charter Central and West Middle Schools and the Academic Village Charter High School which expired on February 27th, 2022.
5. The AVCHS and PPCMS is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approves the renewal of the annual license and software subscription with Edmentum, Inc. for Edmentum Study Island products for the term which shall commence on **February 28th, 2022** and naturally expire on **July 31st, 2022**. Moving forward this Agreement will not be a Commission item since the contract value is less than the \$25,000 threshold.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$9,635.90

Agenda Request Form Continued (22-0134)**b) Amount budgeted for this item in Account No: \$9,635.90**

School Site	Account Description	Account Coding	Amount
West Middle	Software &or Licenses <1000	171-569-5052-552652-5102-369-0000-00553	\$ 3,894.75
Central Middle	Software &or Licenses <1000	171-569-5052-552652-5102-369-0000-00554	\$ 3,981.30
Academic Village	Software &or Licenses <1000	172-569-5053-552652-5102-369-0000	\$ 1,759.85
Total			\$ 9,635.90

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	\$9,635.90	\$.00	\$.00	\$.00	\$.00
Net Cost	\$9,635.90	\$.00	\$.00	\$.00	\$.00

e) Detail of additional staff requirements: Not Applicable**(D) Edmentum, Inc. - Edmentum Courseware & Study Island Mastery Program-Renewal**

1. On October 7th, 2020 the City Commission approved the overall purchase cost for the Edmentum Courseware and Study Island products for both the Pembroke Pines Charter Central and West Middle Schools and the Academic Village Charter High School at \$42,793.60 for the 2020-21 School Year.
2. Edmentum, Inc. is an education services company which provides online, mobile, and software-based learning products. The company's learning system is an interactive instructional and testing system that provides teachers with curriculum and instructional management and assessment tools. It offers Edmentum Courseware, an online curriculum of virtual courses that includes a range of core subjects, electives, global languages and honor classes. Additionally, the Study Island mastery program, combines rigorous content that is highly customized to specific state standards in math, reading, writing, science, and social studies with interactive features and games that engage, reinforce and reward student learning achievement, while providing teachers with tools to assess, remediate and enrich student achievement.
3. The Pembroke Pines Academic Village Charter School (AVCS) has purchased and utilized Edmentum courseware and the Study Island mastery program since school year 2013-14, and every school year thereafter. The Pembroke Pines Charter West and Central Middle Schools (PPCMS) have been utilizing the Study Island mastery program for Social Studies and Sciences since school year 2015-16 and every school year thereafter.
4. On December 16th, 2020, the City Commission approved the renewal of the Courseware and Study Island products for both the Pembroke Pines Charter Central and West Middle Schools and the Academic Village Charter High School which expired on February 27th, 2022.

Agenda Request Form Continued (22-0134)

5. On or around November 1st, 2021, The Pembroke Pines FSU Elementary School was included in the services for the Edmentum Study Island mastery program.

6. The AVCHS, PPCMS, and FSU Elementary is satisfied with the performance and execution of the Original Agreement, as amended, and recommend that the City Commission approves the renewal of the annual license and software subscription with Edmentum, Inc. for Edmentum Study Island products for the term which shall commence on **August 1st, 2022** and naturally expire on **July 31st, 2023**. Moving forward this Agreement will not be a Commission item since the contract value is less than the \$25,000 threshold.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$9,479.75

b) **Amount budgeted for this item in Account No:** \$9,479.75

School Site	Account Description	Account Coding	Amount
West Middle	Software &or Licenses <1000	171-569-5052-552652-5102-369-0000-00553	\$ 1,888.75
West Middle	Professional & Tech Services	171-569-5052-531310-6400-310-0000-00553	\$ 375.00
Central Middle	Software &or Licenses <1000	171-569-5052-552652-5102-369-0000-00554	\$ 2,173.75
Central Middle	Professional & Tech Services	171-569-5052-531310-6400-310-0000-00554	\$ 375.00
Academic Village	Software &or Licenses <1000	172-569-5053-552652-5102-369-0000	\$ 2,821.25
Academic Village	Professional & Tech Services	172-569-5053-531310-6400-310-0000	\$ 375.00
FSU Elementary	Software &or Licenses <1000	173-569-5061-552652-5102-369-0000	\$ 1,096.00
FSU Elementary	Professional & Tech Services	173-569-5061-531310-6400-310-0000	\$ 375.00
Total			\$ 9,479.75

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	
Expenditures	\$1,579.96	\$7,899.79	\$.00	\$.00	\$.00
Net Cost	\$1,579.96	\$7,899.79	\$.00	\$.00	\$.00

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

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

1. On October 11th, 2016, the City entered into a Service Agreement with Granicus, Inc. for an initial three (3) year period, which expired on October 10th, 2019.

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

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

4. To date the Original Agreement has had six (6) amendments, including three (3) additional

Agenda Request Form Continued (22-0134)

one (1) year renewals which extended the term to September 30th, 2022.

5. The City Clerk Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Seventh Amendment to increase the total annual amount by \$3,686.44 and extend the term for an additional one (1) year period which shall commence on October 1st, 2022 and naturally expire on September 30th, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$77,421.77

b) Amount budgeted for this item in Account No:

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

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

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

	FY 2022-2023
Revenues	\$.00
Expenditures	\$77,421.77
Net Cost	\$77,421.77

e) Detail of additional staff requirements: NA

(F) Staples LLC - Purchase of Office & Classroom Supplies - Renewal

1. On November 29th, 2017, the City Commission approved utilization of the State of Florida Contract No.: 44111513-17-01 with Staples Contract & Commercial, Inc. for a five (5) year period which will expire on April 17th, 2022.

2. Staples provides an alternative option for the purchase of office supplies to support all City and Charter School operations.

3. State of Florida Contract No.: 44111513-17-01 with Staples Contract & Commercial, Inc authorizes the parties to the agreement to renew the term for a period not to exceed the initial contract term. The State is currently processing the renewal.

3. On January 25th, 2022, State of Florida Contract No.: 44111513-17-01 was amended to reflect the vendor's name change to Staples Contract & Commercial, LLC.

4. The Purchasing Department, on behalf of all of City's Departments and Schools, is satisfied with the vendor's performance and recommends that the City Commission approve continued utilization of State of Florida Contract No.: 44111513-17-01 with Staples Contract & Commercial, LLC for the five (5) year term commencing on April 18th, 2022 and expiring on April 17th, 2027, as allowed by the Agreement, and contingent upon renewal of the same by the State of Florida.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** \$250,000 (estimated yearly amount for all office supplies including those purchased through Office Depot, however the amount spent each year can fluctuate based on changes in department needs and similar factors.)
- b) **Amount budgeted for this item in Account No:** Each department and charter school has a budget for purchasing office supplies that is generally coded to object code # 551100 (Office Supplies).
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** The estimated annual cost of \$250,000 will be for each year up to April 17, 2027. The amount spent each year can fluctuate based on changes in department needs.

	Current FY		FY 2022-23	FY 2023-24		FY 2024-25	FY 2025-26
Revenues	\$.00	\$.00	\$.00	\$.00	\$.00		
Expenditures	\$250,000.00		\$250,000.00	\$250,000.00		\$250,000.00	\$250,000.00
Net Cost	\$250,000.00		\$250,000.00	\$250,000.00		\$250,000.00	\$250,000.00

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



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

Amendment
Prepared for
Pembroke Pines, FL

Sixth Amendment to the Granicus Service Agreement between Granicus, Inc. and Pembroke Pines, FL

This Sixth Amendment to the Granicus, Inc. Service Agreement is effective on the date this document is signed and entered into by and between Granicus, Inc., a California Corporation (hereinafter referred to as "Granicus"), and Pembroke Pines, FL (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement effective 10/11/2016 (the "Agreement"); and

WHEREAS, the Client and Granicus wish to extend the term of the Agreement;

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. The term of the Agreement is extended through 09/30/2022.
2. Compensation shall be amended to include the fees as detailed in Exhibit A.
3. The terms and conditions of the attached Exhibit B shall be incorporated into the Agreement henceforth.
4. Section 15.10 of the Original Agreement, as amended, is hereby revised and amended as set forth below:

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

Granicus	Granicus Inc. Attn.: Business and Contracts 408 St. Peter St., Suite 600 St. Paul, MN 55102 E-mail: bizcon@granicus.com Telephone No: (800) 314-0147 Facsimile No: (651) 665-0943
----------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Client	Charles F. Dodge, City Manager City of Pembroke Pines 601 City Center Way, 4 th Floor Pembroke Pines, Florida 33025 Telephone No. (954) 450-1040
--------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

5. Except as amended by this Sixth Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
6. In the event of any inconsistency between the provisions of this Sixth Amendment and the documents comprising the Agreement, the provisions of this Sixth Amendment shall prevail.



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

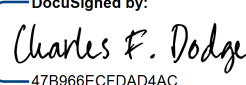
Amendment
Prepared for
Pembroke Pines, FL

IN WITNESS WHEREOF, the parties have caused this Sixth Amendment to be executed by their duly authorized representatives.

Agreement and Acceptance

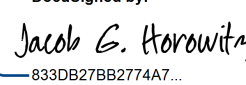
By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Pembroke Pines, FL	Granicus
Signature: 	Signature: 
Name: <u>Frank C. Ortis</u>	Name: <u>Jessica Yang</u>
Title: <u>Mayor</u>	Title: <u>Manager of Business and Contracts</u>
Date: <u>8/4/21</u>	Date: <u>Jul 19, 2021</u>

DocuSigned by:

47B966ECFDAD4AC...
Charles F. Dodge

City Manager August 15, 2021

Approved as to form:

DocuSigned by:

833DB27BB2774A7...
Jacob G. Horowitz

August 12, 2021



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Exhibit A
Prepared for
Pembroke Pines, FL

Exhibit A

ORDER DETAILS

Prepared By: Bernadette Foley
Phone: (651) 925-5781
Email: bernadette.foley@granicus.com
Order #: Q-136941
Prepared On: 05/13/2021
Expires On: 09/30/2021

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date: 09/30/2021
Period of Performance: 10/01/2021 - 09/30/2022



Exhibit A
Pembroke Pines, FL

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Government Transparency Suite	Annual	1 Each	\$13,127.47
Recurring Captioning Services	Annual	90 Hours	\$14,586.30
Open Platform Suite	Annual	1 Each	\$0.00
Legistar Upgrade to L5	Annual	1 Each	\$4,375.82
Legistar	Annual	1 Each	\$16,120.09
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,458.61
Meeting Efficiency Suite	Annual	1 Each	\$12,398.17
VoteCast Standard Package (Tablet) (ME)	Annual	1 Each	\$8,751.65
Upgrade to SDI 720p Streaming	Annual	1 Each	\$2,917.22
SUBTOTAL:			\$73,735.33



PRODUCT DESCRIPTIONS

Solution	Description
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events.
Recurring Captioning Services	<p>Live closed captioning.</p> <ul style="list-style-type: none"> • All Meetings will incur one hour minimum. • Cancellations within 24 hrs. will be charged 1 hour minimum. • Caption reservations should be reserved two weeks in advance. Jobs with little notice may not be guaranteed coverage, 24 hours as an absolute minimum. • Real Time Captions are provided at an 98% accuracy readability rating • Recurring Caption hours not used in the period of performance will not carry over to the following year.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Legistar	<p>Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire legislative process of the clerk's office. Clerks can leverage Legistar to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Unlimited data storage and retention • Up to one (1) Legistar database • Up to one (1) InSite web portal
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.



Solution	Description
Meeting Efficiency Suite	<p>Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, use LiveManager to record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word, and publish online with the click of a button. Meeting Efficiency includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies • Unlimited storage of minutes documents • Access to the LiveManager software application for recording information during meetings • Access to the Word Add-in software component for minutes formatting in MS Word if desired • Up to one (1) MS Word minutes template (additional templates can be purchased if needed)
VoteCast Standard Package (Tablet) (ME)	<p>VoteCast is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to streamline the meeting process for both the clerk's office as well as elected officials. By leveraging this solution, the client will be able to automate meeting data capture and display – improving accuracy and keeping all attendees informed of meeting proceedings. Available on a variety of hardware as well as the iLegislate platform, elected officials can use their touchscreens or tablets to motion, second, vote, and request to speak. This data automatically populates to the clerk software (LiveManager) ensuring accuracy and reducing workload. As action items occur during the meeting, TVs or projectors hooked up to VoteCast Display will automatically show the current agenda item, motion on the floor, vote result, and speaker timer as well as speaker name. VoteCast includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies • Access to one Granicus platform site • Access to the VoteCast software application for elected officials • Access to the VoteCast Display software application to output meeting proceedings to TVs or projectors in the meeting room



Exhibit A
Pembroke Pines, FL

Solution	Description
Upgrade to SDI 720p Streaming	Upgrade to SDI 720p Streaming (requires Digital encoder and HD feed)

THIRD PARTY DISCLAIMER

Closed Captioning and Meeting Services: Client and Granicus may agree that a third party will provide closed captioning, transcription services, or other meeting services under this Agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such an independent third party.

Exhibit B

7. **Scrutinized Companies.** Granicus, 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:

7.1 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

7.2 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:

7.2.1 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

7.2.2 Is engaged in business operations in Syria.

8. **Employment Eligibility.** Granicus 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.

8.1 **Definitions for this Section:**

8.1.1 "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.

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

8.1.3 "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.

8.1.4 "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.

- 8.2 **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:

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

8.2.2 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

8.2.3 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.

Granicus-FL_Pembroke Pines FL_Amendment 6_15JULY2021

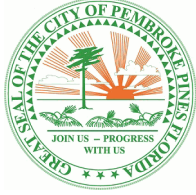
Final Audit Report

2021-07-19

Created:	2021-07-15
By:	Olivia Martin (olivia.martin@granicus.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7ycyK5x7byXaf0qXMLikwXJdV0JNLFgi

"Granicus-FL_Pembroke Pines FL_Amendment 6_15JULY2021" History

-  Document created by Olivia Martin (olivia.martin@granicus.com)
2021-07-15 - 6:12:16 PM GMT- IP address: 68.47.4.51
-  Document emailed to Jessica Yang (jessica.yang@granicus.com) for signature
2021-07-15 - 6:12:56 PM GMT
-  Email viewed by Jessica Yang (jessica.yang@granicus.com)
2021-07-19 - 3:16:25 PM GMT- IP address: 45.41.142.190
-  Document e-signed by Jessica Yang (jessica.yang@granicus.com)
Signature Date: 2021-07-19 - 3:16:53 PM GMT - Time Source: server- IP address: 64.132.67.238
-  Agreement completed.
2021-07-19 - 3:16:53 PM GMT



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 27.

File ID: 21-0687

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 07/27/2021

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

Final Action: 08/04/2021

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

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

Agenda Request Form Continued (21-0687)

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

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

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

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

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

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

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

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

Agenda Number: 27.

Internal Notes:

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

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

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE

Agenda Request Form Continued (21-0687)

FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

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

SUMMARY EXPLANATION AND BACKGROUND:

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

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

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

FINANCIAL IMPACT DETAIL:

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

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

Agenda Request Form Continued (21-0687)

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

FINANCIAL IMPACT DETAIL:

a) Estimated Renewal Cost: \$56,250

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

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

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

d) 5 year estimated projection of the operational cost of the project: Not applicable

e) Detail of additional staff requirements: Not applicable

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

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

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

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$47,700.00

b) Amount budgeted for this item in Account No:

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

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

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

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

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

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

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

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

1. On October 11, 2016, the City entered into a Service Agreement with Granicus, Inc. for an initial three (3) year period, commencing on October 11, 2016 and expiring on October 10, 2019.

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

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

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(Maintenance Contracts)

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

d) **5 year projection of the operational cost of the project:** Not applicable

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

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

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

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

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

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$8,000.00

b) Amount budgeted for this item in Account No:

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

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

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

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

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

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$24,851.00

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

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

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

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

FINANCIAL IMPACT DETAIL:**a) Renewal Cost:** \$105,000.00

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

a) Initial Cost: None at this time.

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

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

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

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

a) Initial Cost: None at this time.

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

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

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

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

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** None at this time.
- b) **Amount budgeted for this item in Account No:** Funds are not budgeted for this item as this solicitation is to be used on an as needed basis in an emergency situation resulting from catastrophic events, such as Hurricanes. FEMA's regulations require the City to have a pre-positioned written contract with its consultants to be used in Catastrophic Events. This agreement would potentially be invoked for City, County, State and Federally declared emergency disaster events which threatens the life, safety or welfare of the citizens of Pembroke Pines.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** Not Applicable

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

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

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

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$250,000 estimated annual cost to be utilized on as needed basis
- b) **Amount budgeted for this item in Account No:** Funds are budgeted in account # 001-539-6004-546161-0000-000-0000- (R&M Landscaping) and 001-572-7001-546150-0000-000-0000- (R&M Land Bldg. & Improvement)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** Not Applicable

	FY21-22	FY22-23
Revenues	\$0.00	\$0.00
Expenditures	\$221,154.00	\$28,846.00
Net Cost	\$221,154.00	\$28,846.00

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

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

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

FINANCIAL IMPACT DETAIL:

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

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

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

1. On November 1, 2017, the City Commission approved the Professional Services Agreement between the City and Sierra Lifecare, Inc. for an initial two (2) year period which expired on July 31, 2019.
2. Sierra Lifecare, Inc. provides the Pembroke Pines Charter Schools with professional nursing services on an as needed basis.
3. Section 3.2 of the Original Agreement allows for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On June 4, 2018, the City Commission approved the First Amendment to the Original Agreement to include nursing services for the City's summer camp program for an initial two (2) month period expiring on August 10, 2018.
5. On May 15, 2019, the City Commission Approved the Second Amendment to the Original Agreement, as amended, to renew the terms of the Agreement, as amended, for a two (2) year period commencing on August 1, 2019 and naturally expiring on August 31, 2021.

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

FINANCIAL IMPACT DETAIL:

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

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

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

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

FINANCIAL IMPACT DETAIL:

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

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

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

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

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$29,930 (\$1.46/lb x 20,500 lbs)
- b) **Amount budgeted for this item in Account No:** \$29,930 available in Account No.
471-533-6031-552430-0000-000-0000 (Operating Chemicals)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** Not Applicable

Fifth Amendment to the Granicus Service Agreement between Granicus, Inc. and Pembroke Pines, FL

This Fifth Amendment to the Granicus, Inc. Service Agreement is effective on the date this document is signed and entered into by and between Granicus, Inc., a California Corporation (hereinafter referred to as "Granicus"), and Pembroke Pines, FL (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement effective 10/11/2016 (the "Agreement"); and

WHEREAS, the Client wishes to extend the term of the Agreement;

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Unless extended by the Client or terminated in accordance with the Agreement, the term of this Agreement shall continue in full force and effect until 9/30/2021.
2. Compensation shall be amended to include the fees detailed in Exhibit A. Exhibit A is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of the Client to provide applicable exemption certificate(s).
3. Section 15.10 Notices of the Agreement is amended to include the following address and contact information for Granicus:

Granicus
Attn: Business and Contracts
408 St. Peter St. Suite 600
St. Paul, MN 55102
bizcon@granicus.com
Tel: 800-314-0147 / Fax: 651-665-0943

Client:

Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy to:

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



4. Except as amended by this Fifth Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
5. In the event of any inconsistency between the provisions of this Fifth Amendment and the documents comprising the Agreement, the provisions of this Fifth Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Fifth Amendment to be executed by their duly authorized representatives.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Pembroke Pines, FL	Granicus
Signature: <i>Charles F. Dodge</i>	Signature: <i>Jessica Yang</i>
Name: <i>Charles F. Dodge</i>	Name: Jessica Yang
Title: <i>City Manager</i>	Title: Manager of Business and Contracts
Date: <i>8/24/2020</i>	Date: Aug 10, 2020

Exhibit A

Granicus Proposal for Pembroke Pines, FL

Granicus Contact

Name: John Watkins

Phone: (323) 909-5189

Email: john.watkins@granicus.com

Proposal Details

Quote Number: Q-109545

Prepared On: 7/2/2020

Valid Through: 9/30/2020

Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Currency: USD

Current Subscription End Date: 9/30/2020

Period of Performance: 10/1/2020 - 9/30/2021

Annual Fees for Renewing Subscriptions

Solution	Billing Frequency	Quantity/Unit	Annual Fee
Upgrade to SDI 720p Streaming	Annual	1 Each	\$2,778.30
VoteCast Standard Package (Tablet) (ME)	Annual	1 Each	\$8,334.90
Meeting Efficiency Suite	Annual	1 Each	\$11,807.78
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,389.15
Legistar	Annual	1 Each	\$15,352.47
Legistar Upgrade to L5	Annual	1 Each	\$4,167.45
Open Platform Suite	Annual	1 Each	\$0.00
Recurring Captioning Services	Annual	90 Hours	\$13,891.50
Government Transparency Suite	Annual	1 Each	\$12,502.35
SUBTOTAL:			\$70,223.90

Product Descriptions	
Name	Description
Upgrade to SDI 720p Streaming	Upgrade to SDI 720p Streaming (requires Digital encoder and HD feed)
VoteCast Standard Package (Tablet) (ME)	<p>VoteCast is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to streamline the meeting process for both the clerk's office as well as elected officials. By leveraging this solution, the client will be able to automate meeting data capture and display – improving accuracy and keeping all attendees informed of meeting proceedings. Available on a variety of hardware as well as the iLegislate platform, elected officials can use their touchscreens or tablets to motion, second, vote, and request to speak. This data automatically populates to the clerk software (LiveManager) ensuring accuracy and reducing workload. As action items occur during the meeting, TVs or projectors hooked up to VoteCast Display will automatically show the current agenda item, motion on the floor, vote result, and speaker timer as well as speaker name. VoteCast includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies • Access to one Granicus platform site • Access to the VoteCast software application for elected officials • Access to the VoteCast Display software application to output meeting proceedings to TVs or projectors in the meeting room
Meeting Efficiency Suite	<p>Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, use LiveManager to record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word, and publish online with the click of a button. Meeting Efficiency includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies • Unlimited storage of minutes documents • Access to the LiveManager software application for recording information during meetings • Access to the Word Add-in software component for minutes formatting in MS Word if desired • Up to one (1) MS Word minutes template (additional templates can be purchased if needed)
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.

Product Descriptions	
Name	Description
Legistar	<p>Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire legislative process of the clerk's office. Clerks can leverage Legistar to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Unlimited data storage and retention • Up to one (1) Legistar database • Up to one (1) InSite web portal
Open Platform Suite	<p>Open Platform is access to MediaManager, upload of archives, ability to post agendas/ documents, and index of archives. These are able to be published and accessible through a searchable viewpage.</p>
Recurring Captioning Services	<p>Live closed captioning.</p> <ul style="list-style-type: none"> • All Meetings will incur one hour minimum. • Cancellations within 24 hrs. will be charged 1 hour minimum. • Caption reservations should be reserved two weeks in advance. Jobs with little notice may not be guaranteed coverage, 24 hours as an absolute minimum. • Real Time Captions are provided at an 98% accuracy readability rating • Recurring Caption hours not used in the period of performance will not carry over to the following year.
Government Transparency Suite	<p>Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events.</p>



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 15.

File ID: 20-0567	Type: Agreements/Contracts	Status: Passed
Version: 1	Agenda Section:	In Control: City Commission
		File Created: 07/20/2020
Short Title: Contract Database Recommendations		Final Action: 08/19/2020

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

(A) Camelot Community Care, Inc. - Behavioral Health Services - Renewal - Charter Schools

(B) Granicus, Inc. - Legistar Software Maintenance and Closed Captioning Services - Renewal - City Clerk Department

(C) Infor (US), Inc. - Smart Stream License, Support & Maintenance - Renewal - Finance Department

(D) Robert Warren Enterprises, Inc. - Annual Physical Examinations - Renewal - Fire Rescue Department

(E) Waste Pro of Florida, Inc. - Removal and Disposal of Grit and Screening - Renewal - Utilities Department

(F) Airgas USA, LLC. - Purchase of Carbon Dioxide CO-OP - Renewal - Utilities Department

ITEMS (G) and (H) ARE NOT RENEWING; THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THESE ITEMS ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(G) Strategic Products & Services, LLC. --Network Refresh at Various City Facilities - Non Renewal - IT Department

(H) Lhoist North America of Alabama - Co-Op Purchase of Quicklime for Water Treat at Water Treatment Plant - Non-Renewal - Utilities Department

*Agenda Date: 08/19/2020

Agenda Number: 15.

Internal Notes:

Attachments: 1. Contracts Database Report - August 19, 2020, 2. A. Camelot Community Care-Behavioral Health (All Backup), 3. B. Granicus Inc - Legistar Software Maintenance and CC Services (All Backup), 4. C. Infor US Inc. - Smart Stream (all backup), 5. D. Robert Warren Enterprises, Inc - Annual Physical Exams for Firefighters (All Backup), 6. E. Waste Pro of Florida, Inc - Grit and Screenings (all backup), 7. F. Airgas USA, LLC-Purchase of Carbon Dioxide CO-OP (All Backup), 8. G. Strategic Products & Services - Network Refresh (All Backup), 9. H. Lhoist Co-Op Agreement (Term 11.1.17 - 10.31.20) (all backup)

1	City Commission	08/19/2020	approve	Pass
	Action Text: A motion was made to approve on the Consent Agenda			
		Aye: - 5	Mayor Ortis, Vice Mayor Siple, Commissioner Good Jr., Commissioner Schwartz, and Commissioner Chanzas	
		Nay: - 0		

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

(A) Camelot Community Care, Inc. - Behavioral Health Services - Renewal - Charter Schools

(B) Granicus, Inc. - Legistar Software Maintenance and Closed Captioning Services - Renewal - City Clerk Department

(C) Infor (US), Inc. - Smart Stream License, Support & Maintenance - Renewal - Finance Department

(D) Robert Warren Enterprises, Inc. - Annual Physical Examinations - Renewal - Fire Rescue Department

(E) Waste Pro of Florida, Inc. - Removal and Disposal of Grit and Screening - Renewal - Utilities Department

(F) Airgas USA, LLC. - Purchase of Carbon Dioxide CO-OP - Renewal - Utilities Department

ITEMS (G) and (H) ARE NOT RENEWING; THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THESE ITEMS ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(G) Strategic Products & Services, LLC. --Network Refresh at Various City Facilities - Non Renewal - IT Department

(H) Lhoist North America of Alabama - Co-Op Purchase of Quicklime for Water Treat at Water Treatment Plant - Non-Renewal - Utilities Department

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) 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, commencing July 1, 2016 and expiring June 30, 2017.

2. The City of Pembroke Pines Charter Schools utilizes Camelot Community Care, Inc. to provide behavioral health services to children and families.

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

4. On October 31, 2017, July 2, 2018, and August 14, 2019, the City entered into the First, Second, and Third Amendments, respectively, extending the term of the Original Agreement, as amended, to June 30, 2020.

5. This Agreement has never been presented to City Commission for approval until now that the Schools anticipate a new estimated total compensation amount of \$28,754.00 for this renewal term. The cost during school year 2019-2020 was \$24,748.00.

6. The increase in compensation is attributed to the increase in student counseling fees from \$73.00 each to \$75.00 each and consultation fees from \$50.00 each to \$75.00 each.

7. The Contracts Division has been working diligently with the Charter Schools and the Vendor to obtain the necessary documentation to present the renewal of this agreement.

8. The Charter Schools recommends that the City Commission approve this Fourth

Amendment for the one (1) year renewal term commencing July 1, 2020 and ending June 30, 2021 as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$28,754.00
- b) **Amount budgeted for this item in Account No:** 172-569-5053-31310-5250-310
PROFESSIONAL & TECHNICAL SERVICES
- 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	N/A	N/A	N/A	N/A
Expenditures	\$28,754.00	N/A	N/A	N/A	N/A
Net Cost	\$28,754.00	N/A	N/A	N/A	N/A

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

(B) Granicus, Inc. - Legistar Software Maintenance and Closed Captioning Services - Renewal

1. On October 11, 2016, the City entered into a Service Agreement with Granicus, Inc. for an initial three (3) year period, commencing October 11, 2016 and expiring October 10, 2019.
2. The City of Pembroke Pines City Clerk Department utilizes Granicus, Inc. to provide Legistar Software Maintenance and Closed Captioning Services.
3. Section 8.1 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The City added additional services to the Original Agreement on December 21, 2016 (HD Streaming), January 8, 2018 (Recurring Captioning Services), and March 1, 2018 (Closed captioning of archived footage), through the First, Second and Third Amendments, respectively.
5. On October 2, 2019 the City executed the Fourth Amendment which renewed the term of the Original Agreement, as amended, for the first one (1) year renewal term, commencing on October 1, 2019 and expiring on September 30, 2020, to coincide with the subscription period.
6. The City Clerk Department recommends that the City Commission approve this Fifth Amendment for the second one (1) year renewal term commencing October 1, 2020 and ending September 30, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$70,224.00

- b) **Amount budgeted for this item in Account No:** 1-519-1001-46801
 c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
 d) **5 year projection of the operational cost of the project:** Not Applicable.

	FY 2020-2021	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00 N/A	N/A	N/A	N/A	
Expenditures	\$70,224.00	N/A	N/A	N/A	N/A
Net Cost	\$70,224.00	N/A	N/A	N/A	N/A

- e) **Detail of additional staff requirements:** NA

(C) Infor (US), Inc. - Smart Stream License, Support & Maintenance - Renewal

- On October 30, 2003, the City entered into an Agreement with GEAC Enterprise Solutions, Inc. for an initial one (1) year period commencing on October 30, 2003 and ending on October 29, 2004.
- The vendor's Smart Stream accounting software package and software support is used by all the departments city-wide.
- Pursuant to Section 2.1 of the Original Agreement, the term may be extended for an additional year on each anniversary of the Supplement.
- The Agreement has been renewed for 16 successive years since the Original Agreement, with Extensity taking over from GEAC Enterprise Solutions in 2006, Infor, Global Solutions, Inc. taking over from Extensity in 2007, and Infor (US), Inc taking over from Infor Global Solutions, Inc in 2018.
- The Finance Department recommends that the City Commission approve the renewal of this Agreement for an additional one (1) year term, commencing on October 30, 2020 and expiring on October 29, 2021, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$103,517.82
 b) **Amount budgeted for this item in Account No:** Amount will be budgeted in FY2020-21 in account 1-513-2001-46801 - I.T. Maintenance Contracts
 c) **Source of funding for difference, if not fully budgeted:** Not Applicable
 d) **5 year projection of the operational cost of the project**

	FY 2020-21	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00 N/A	N/A	N/A	N/A	
Expenditures	\$103,517.82	N/A	N/A	N/A	N/A
Net Cost	\$103,517.82	N/A	N/A	N/A	N/A

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

(D) Robert Warren Enterprises, Inc. - Annual Physical Examinations - Renewal

1. On October 19, 2016 the City entered into an Agreement with Occupational Medical Centers of America, as approved by the City Commission on September 7, 2016, for an initial two (2) year period, commencing on November 15, 2016 and expiring on November 14, 2018.
2. On February 23, 2017, the Parties executed an Assignment and Assumption Agreement in which the CITY consented to the assignment of Occupational Medical Centers of America's interest in the Original Agreement to Robert Warren Enterprises, Inc.
3. The City of Pembroke Pines Fire Department utilizes Robert Warren Enterprises, Inc. to provide annual physical examinations to firefighters.
4. 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.
5. On September 16, 2018, the City entered into the First Amendment which executed the first two (2) year renewal commencing on November 15, 2018 and expiring on November 14, 2020.
6. The Fire Department recommends that the City Commission approve this Second Amendment for the final two (2) year renewal term commencing on November 15, 2020 and ending on November 14, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Total Renewal Cost:** \$194,460
- b) **Amount budgeted for this item in Account No:**1-529-4003-31400 (Professional Services - Medical)
- 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	N/A	N/A	N/A
Expenditures	\$97,230.00	\$97,230.00	N/A	N/A	N/A
Net Cost	\$97,230.00	\$97,230.00	N/A	N/A	N/A

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

(E) Waste Pro of Florida, Inc. - Removal and Disposal of Grit and Screening - Renewal

1. On January 9, 2017, the City entered into an Agreement with Waste Pro of Florida, Inc. for an initial two (2) year period, commencing on January 1, 2017 and expiring on December 31,

2018.

2. The City of Pembroke Pines Utilities Department utilizes Waste Pro of Florida, Inc. to provide for the removal and disposal of grit and screenings from the City of Pembroke Pines Wastewater Treatment Plant located at 13955 Pembroke Road, Pembroke Pines, FL 33027.
3. Section 3.2 of the Original Agreement allows for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On October 1, 2018 the Parties entered into the First Amendment to increase the Hauling rate from \$1,050.00 to \$1,350.00 per 10 cubic yard and to enter into the first two (2) year renewal term.
5. The Utilities Department recommends that the City Commission approve this Second Amendment, to the Original Agreement, as amended, to increase the Hauling rate using the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPIW), Series CWUROOOOSEHG02, Garbage and trash collection in U.S. city average, urban wage earners and clerical workers, not seasonally adjusted, December 1983=100, Period M05.
6. The Utilities Department recommends that the City Commission approve the Second Amendment for the new Hauling rate of \$1,438.94 per 10 cubic yard and the second and final two (2) year renewal term commencing on January 1, 2021 and ending on December 31, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$180,977.24 (104 pickups at \$1,438.94/pickup and 175 tons of disposals at \$85/disposal fee) which includes a 10% contingency allowance of \$16,452.48.
- b) **Amount budgeted for this item in Account No:** \$135,732.93 Budgeted in Account No. 471-535-6022-34451 (Contract-Grit/Screenings) in FY2020-21
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project**

	1/1/2020-9/30/2021		10/1/2021-9/30/2022	10/1/2022-12/31/2022
Revenues	\$.00	\$.00	\$.00	
Expenditures	\$135,732.93	\$180,977.24	\$45,244.31	
Net Cost	\$135,732.93	\$180,977.24	\$45,244.31	

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

(F) Airgas USA, LLC. - Purchase of Carbon Dioxide CO-OP - Renewal

1. On October 7, 2019, the City Commission approved to enter into a CO-OP Agreement Bid # T-36-19 with Airgas USA, LLC for an initial one (1) year period, commencing October 7, 2019 and expiring October 6, 2020.

2. The City of Pembroke Pines Utilities Department utilizes Airgas USA, LLC. to provide Carbon Dioxide, Liquid, Bulk Delivery.
3. Section I (B) of the Original Agreement allows for two (2) 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 Renewal for the one (1) year renewal term commencing October 7, 2020 and ending October 6, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$115,842 (\$224.50 x 516 tons or \$0.11 x 1,053,109 lbs.)
- b) **Amount budgeted for this item in Account No:** \$115,842 in account #471-533-6031-52430 (Operating Chemicals) in FY2020-21.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** This is a one year agreement that ends on October 6, 2021, with the option to renew for one additional one year period.

	FY 2020-21	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	N/A	N/A	N/A	N/A
Expenditures	\$115,842.00	N/A	N/A	N/A	N/A
Net Cost	\$115,842.00	N/A	N/A	N/A	N/A

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

(G) Strategic Products & Services, LLC. - Network Refresh at Various City Facilities - Non Renewal

1. On August 25, 2015, the City Commission approved to enter into an Agreement with ADCAP Network Systems, Inc. for an initial five (5) year period, commencing August 25, 2015 and expiring August 24, 2020.
2. The City of Pembroke Pines Information Technology Department utilizes ADCAP Network Systems, Inc. to provide the replacement/upgrade of the network equipment for various City Facilities.
3. On March 1, 2016 the City entered into the First Amendment of the Original Agreement in which ADCAP Network Systems, Inc. assigned all of its interest to Strategic Products & Services, LLC.
4. The Information Technology Department does not wish to renew this Agreement since the services delivered have since been replaced by Cisco SmartNet.

(H) Lhoist North America of Alabama - Co-Op Purchase of Quicklime for Water Treat at Water Treatment Plant - Non-Renewal

1. On October 4, 2017, the City Commission approved a Co-Op Agreement with Lhoist North America of Alabama, LLC for an initial three (3) year period, commencing November 1, 2017 and expiring October 31, 2020.
2. The City of Pembroke Pines Utilities Department utilizes the Co-Op Agreement with Lhoist North America of Alabama, LLC to purchase quicklime for the purpose of water treatment.
3. Although the Original Agreement allows for three (3) additional one (1) year renewal terms, the lead agency for this Co-Op (City of Tamarac) is rebidding the services. In the event the re-bid process is not completed at the time the current agreement expires, the lead agency plans to extend the agreement for the gap period.
4. The Utilities Department will present the new Co-Op Agreement once it is available.

Fourth Amendment to the Granicus Service Agreement between Granicus, Inc and Pembroke, FL

This Fourth Amendment to the Granicus, Inc Service Agreement is effective on the date this document is signed and entered into by and between Granicus, Inc, a California Corporation (hereinafter referred to as "Granicus"), and Pembroke, FL (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement effective October 11, 2016 (the "Agreement"); and

WHEREAS, the Client and Granicus desire to extend the term of the Agreement;

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

- 1. The term of the Agreement shall continue in full force and effect until September 30, 2020.**
- 2. Compensation shall be amended to include the fees detailed in Exhibit A. Exhibit A is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of the Client to provide applicable exemption certificate(s).**
- 3. Section 3.5 of the Original Agreement, as amended, is hereby repealed and replaced as follows:**

3.5 Granicus, Inc. shall send all invoices to:

City of Pembroke Pines

601 City Center Way

Pembroke Pines, FL 33025

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

- 4. Section 11 of the Original Agreement, as amended, is hereby repealed and replaced as follows:**

11. PUBLIC RECORDS

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

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, Florida Statutes, 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, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

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

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

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

CITY CLERK

601 CITY CENTER WAY, 4th FLOOR

PEMBROKE PINES, FL 33025

(954) 450-1050

mgraham@ppines.com

5. Section 20 is hereby added to the Original Agreement, as amended, as follows:

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

Exhibit A:

Granicus Proposal for Pembroke Pines, FL

Granicus Contact

Name: Maxwell Buccelli

Email: maxwell.buccelli@granicus.com

Proposal Details

Quote Number: Q-56933

Prepared On: 6/18/2019

Valid Through: 9/30/2019

Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Currency: USD

Current Subscription End Date: 9/30/2019

Period of Performance: 10/1/2019 - 9/30/2020

Annual Fees for Renewing Subscriptions

Solution	Billing Frequency	Quantity/Unit	Annual Fee
Government Transparency Suite	Annual	1 Each	\$11,907.00
Recurring Captioning Services	Annual	90 Hours	\$13,230.00
Open Platform Suite	Annual	1 Each	\$0.00
Legistar Upgrade to L5	Annual	1 Each	\$3,969.00
Legistar	Annual	1 Each	\$14,621.40
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,323.00
Meeting Efficiency Suite	Annual	1 Each	\$11,245.50
VoteCast Standard Package (Tablet) (ME)	Annual	1 Each	\$7,938.00
Upgrade to SDI 720p Streaming	Annual	1 Each	\$2,646.00
SUBTOTAL:			\$66,879.90

Product Descriptions

Name	Description
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, indexing of event, creation of minutes.
Recurring Captioning Services	<p>Live closed captioning.</p> <ul style="list-style-type: none"> • All Meetings will incur one hour minimum. • Cancellations within 24 hrs. will be charged 1 hour minimum. • Caption reservations should be reserved two weeks in advance. Jobs with little notice may not be guaranteed coverage, 24 hours as an absolute minimum. • Real Time Captions are provided at an 98% accuracy readability rating • Recurring Caption hours not used in the period of performance will not carry over to the following year.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/ documents, and index of archives. These are able to be published and accessible through a searchable webpage.
Legistar	<p>Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire Legislative process of the clerk's office. By leveraging Legistar, the client will be able to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Unlimited data storage and retention • Configuration services for one meeting body\type • One Legistar database • One InSite web portal • Design services for one agenda report template • Design services for one minute's report template
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.

Product Descriptions

Name	Description
Meeting Efficiency Suite	<p>Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word or HTML, and publish online with the click of a button. Meeting Efficiency includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies • Unlimited storage of minutes documents • Access to one Granicus platform site • Access to the LiveManager software application for recording information during meetings • Access to the Word Add-in software component for minutes formatting in MS Word if desired • One MS Word or HTML minutes template (additional templates can be purchased if needed)
VoteCast Standard Package (Tablet) (ME)	<p>VoteCast is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to streamline the meeting process for both the clerk's office as well as elected officials. By leveraging this solution, the client will be able to automate meeting data capture and display – improving accuracy and keeping all attendees informed of meeting proceedings. Available on a variety of hardware as well as the iLegislate platform, elected officials can use their touchscreens or tablets to motion, second, vote, and request to speak. This data automatically populates to the clerk software (LiveManager) ensuring accuracy and reducing workload. As action items occur during the meeting, TVs or projectors hooked up to VoteCast Display will automatically show the current agenda item, motion on the floor, vote result, and speaker timer as well as speaker name. VoteCast includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies • Access to one Granicus platform site • Access to the VoteCast software application for elected officials • Access to the VoteCast Display software application to output meeting proceedings to TVs or projectors in the meeting room
Upgrade to SDI 720p Streaming	Upgrade to SDI 720p Streaming (requires Digital encoder and HD feed)



Terms and Conditions

- The terms and conditions set forth in the Agreement effective 10/11/2016 are incorporated herein by reference.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Pembroke Pines, FL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-56933 dated 6/18/2019 are incorporated into this Purchase Order by reference.



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

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

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

20.17.2.2 Is engaged in business operations in Syria.

6. Except as amended by this Fourth Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
7. In the event of any inconsistency between the provisions of this Fourth Amendment and the documents comprising the Agreement, the provisions of this Fourth Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to be executed by their duly authorized representatives.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Pembroke, FL	Granicus, Inc
Signature: <i>Charles F. Dodge</i>	Signature: <i>Pawn Kubat</i>
Name: <i>Charles F. Dodge</i>	Name: <i>Pawn Kubat</i>
Title: <i>City Manager</i>	Title: <i>Vice President of Legal</i>
Date: <i>10/2/2019</i>	Date: <i>9/10/2019</i>

APPROVED AS TO LEGAL FORM

Samuel S. Golden
OFFICE OF THE CITY ATTORNEY
DATED: *10/2/19*

SAMUEL S. GOLDEN



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 9

File ID: 19-1104

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 09/11/2019

Short Title: Contract Database

Final Action: 10/02/2019

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

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

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

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

(D) Certiport® - Microsoft Training and Certification

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

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

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

Agenda Number: 9(F)

Internal Notes:

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

Indexes:

1 City Commission

10/02/2019 approve

Pass

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

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

Nay: - 0

1	City Commission	10/02/2019	defer	City Commission	12/31/2019	Pass
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Action Text: Commissioner Schwartz pulled Section (F) of Item 9 from the Consent Agenda for discussion.

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

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

Nay: - 0

SUMMARY EXPLANATION AND BACKGROUND:

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$115,000

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

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

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

	FY2019-20	Year 2	Year 3	Year 4	Year 5
Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditures	\$115,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Cost	\$115,000.00	\$0.00	\$0.00	\$0.00	\$0.00

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

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

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$52,703.37 annually (which includes a 10% owner's contingency of \$4,791.22).
- b) **Amount budgeted for this item in Account No:** The following amounts are budgeted in the 2019-20 Proposed Budget:
 \$16,800 in account # 1-529-4003-34500 - Contract - building maintenance (Fire Rescue & Fire Garage)
 \$48,000 in account # 1-529-4003-911-34500 - Contract - building maintenance. (Communications Dispatch Facility)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** The renewal period shall be a two-year term.

	FY2019-20	FY2020-21	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	\$.00	\$.00	\$.00
Expenditures	\$52,703.37	\$52,703.37	\$.00	\$.00	\$.00
Net Cost	\$52,703.37	\$52,703.37	\$.00	\$.00	\$.00

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

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

1. On November 3, 2015, the City entered into an agreement with the American Soccer Company, Inc. for an initial two (2) year period commencing October 1, 2015 and expiring September 30, 2017.
2. The City contracts American Soccer Company, Inc. to provide soccer uniforms, which include full sets of matching soccer uniforms, shirts with silkscreened logo on front and sponsor's name and player number on back of shirts and shorts, and socks for spring and fall seasons for our City recreation soccer leagues at West Pines Soccer Park.
3. Section 2.2 of the Original Agreement, allows for three (3) additional one (1) year terms upon mutual written consent, evidenced by a written Amendment.
4. To date, this agreement has had two (2) amendments, which included two (2) one (1) year renewals extending the term of the Agreement to September 30, 2019.
5. The Recreation & Cultural Arts Department recommends that the City Commission renew the agreement for the third and final one (1) year term, commencing on October 1, 2019 and expiring September 30, 2020, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

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

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

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

(D) Certiport® - Microsoft Training and Certification

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

FINANCIAL IMPACT DETAIL:

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

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

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

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

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

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

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

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

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

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$67,000
- b) **Amount budgeted for this item in Account No:** \$67,000 (1-519-1001-46801 IT Maintenance Contracts)(Department total \$117,640)
- c) **Source of funding for difference, if not fully budgeted:** NA
- d) **5 year projection of the operational cost of the project:** The renewal period shall be a

one (1) year term.

	FY2019-20		Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	\$.00	\$.00	\$.00	
Expenditures	\$67,000.00		\$.00	\$.00	\$.00	\$.00
Net Cost	\$67,000.00	\$.00	\$.00	\$.00	\$.00	

e) Detail of additional staff requirements: NA

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

1. On November 2, 2016, the City Commission approved to enter into a Purchasing Agreement with Redflex Traffic Systems, Inc. for an initial three (3) year period commencing on July 24, 2017 and expiring on July 23, 2020.
2. The City of Pembroke Pines Police Department utilizes Redflex Traffic Systems, Inc. for the provision of red light traffic signal cameras.
3. Section 3.2 of the Original Agreement allows for two (2) additional two (2) year renewal terms, evidenced by a written Amendment approved by the Contractor and the City Commission.
4. The Police Department recommends that the City Commission approve this First Amendment for the first two (2) year renewal term commencing July 24, 2020 and ending July 23, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$724,200.00
- b) **Amount budgeted for this item in Account No:** \$362,100.00 is budgeted in FY2019-20 in account # 1-521-3001-3001-34980: Contractual Services - Redflex.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** The renewal period shall be a two (2) year term.

	Current FY	FY2019-20	Year 3	Year 4	Year 5	
Revenues	\$.00	\$.00	\$.00	\$.00	\$.00	
Expenditures	\$60,350.00		\$362,100.00	\$301,750.00	\$.00	\$.00
Net Cost	\$60,350.00	\$362,100.00		\$301,750.00	\$.00	\$.00

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

**THIRD AMENDMENT TO THE GRANICUS SERVICE AGREEMENT BETWEEN
GRANICUS, INC. AND THE CITY OF PEMBROKE PINES, FL**

This Third Amendment to the Granicus, Inc. Service Agreement is dated February 9, 2018, and entered into by and between Granicus, Inc., a California Corporation (hereinafter referred to as "Granicus"), and the City of Pembroke Pines, FL (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement dated October 11, 2016 (the "Agreement") [as amended by the Second Amendment dated January 8, 2018]; and

WHEREAS, in addition to Client's existing solution, Client wishes to add certain products and services as detailed in the quote dated February 8, 2018, which is attached as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Compensation shall be amended to include an additional one-time fee of thirty nine thousand three hundred and forty dollars (\$39,340.00) as detailed in Exhibit A. As amended, Client's Granicus solution shall now include additions to the Agreement as detailed in Exhibit A.
2. The parties agree that archived captioning shall be at 98% accuracy.
3. Except as amended by this Third Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
4. In the event of any inconsistency between the provisions of this Third Amendment and the documents comprising the Agreement, the provisions of this Third Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Third Amendment to be executed by their duly authorized representatives,

CITY OF PEMBROKE PINES, FL

By: Charles J. Dodge

Date: _____

GRANICUS, INC.

By: Mark Hynes

Mark Hynes
CEO

Date: 3.1.18

APPROVED AS TO LEGAL FORM

OFFICE OF THE CITY ATTORNEY

DATED: 3/5/18

State of CO, County of Denver

Signed before me on this 1st day

of March 2018 by Mark Hynes

Notary Public Kataiah B. Williams



witness:

Mark Hynes



GRANICUS

Procurement Vehicle: Direct
In Support of: Pembroke Pines, FL

Quote Number: Q-21418
Quote Prepared On: 2/8/2018
Quote Valid Through: 3/7/2018
Payment Terms: Net 30

Granicus Contact:
Name: Nicholas Levine
Phone: +1 3035940854
Email: nicholas.levine@granicus.com

ONE-TIME FEE

Product Name	Product Description	Invoice Schedule	Quantity	One-Time Total
Outside-of-Scope Line Item - Up Front		Milestones	281 Hours	\$39,340.00
			TOTAL	\$39,340.00

TERMS AND CONDITIONS

- Payment terms: net 30
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of **Pembroke Pines, FL** to provide applicable exemption certificate(s).

**SECOND AMENDMENT TO THE GRANICUS SERVICE AGREEMENT BETWEEN
GRANICUS, INC. AND THE CITY OF PEMBROKE PINES, FL**

This Second Amendment to the Granicus, Inc. Service Agreement is dated January 8, 2018, and entered into by and between Granicus, Inc., a California Corporation (hereinafter referred to as "Granicus"), and the City of Pembroke Pines, FL (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement dated October 11, 2016 (the "Agreement") [as amended by that certain First Amendment dated December 20, 2016]; and

WHEREAS, in addition to Client's existing solution, Client wishes to add certain products and services as detailed in the quote dated November 13, 2017, which is attached as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Compensation shall be amended to include an additional twelve thousand six hundred dollars (\$12,600.00) per year as detailed in Exhibit A. As amended, Client's Granicus solution shall now include additions to the Agreement as detailed in Exhibit A.
2. Except as amended by this Second Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
3. In the event of any inconsistency between the provisions of this Second Amendment and the documents comprising the Agreement, the provisions of this Second Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their duly authorized representatives,

CITY OF PEMBROKE PINES, FL

By: 

Date: 1/8/2018

GRANICUS, INC.

By: 
Mark Hynes
CEO

Date: 1.8.2018

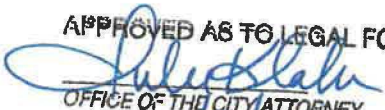
APPROVED AS TO LEGAL FORM

OFFICE OF THE CITY ATTORNEY
DATED: 1/8/18

Exhibit A



Procurement Vehicle: Direct
In Support of: Pembroke Pines, FL

Quote Number: Q-17903
Quote Prepared On: 11/13/2017
Quote Valid Through: 1/31/2018
Payment Terms: Net 30

Granicus Contact:
Name: Nicholas Levine
Phone: +1 3035940854
Email: nicholas.levine@granicus.com

ANNUAL SUBSCRIPTION FEE

Product Name	Product Description	Invoice Schedule	Quantity	Annual Total
Recurring Captioning Services	Recurring Real-Time Closed Captioning.	Annual	90 Hours	\$12,600.00
TOTAL:				\$12,600.00

TERMS AND CONDITIONS

- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of **Pembroke Pines, FL** to provide applicable exemption certificate(s).

**FIRST AMENDMENT TO THE GRANICUS SERVICE AGREEMENT BETWEEN GRANICUS,
INC. AND THE CITY OF PEMBROKE PINES, FLORIDA**

This First Amendment to the Granicus, Inc. Service Agreement dated December 20, 2016, is made and entered into by and between Granicus, Inc., a California Corporation (hereinafter referred to as "Granicus"), and the City of Pembroke Pines, a Florida municipal corporation (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement dated October 11, 2016 (the "Agreement"); and

WHEREAS, in addition to Client's existing solution, Client wishes to add the Granicus SDI Encoder for HD Streaming as detailed in the Proposal dated December 6, 2016, which is attached as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Compensation shall be amended to include an additional two hundred dollars (\$200.00) per month as detailed in Exhibit A. As amended, Client's Granicus solution shall now include additions to the Agreement as detailed in Exhibit A.
2. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
3. In the event of any inconsistency between the provisions of this First Amendment and the documents comprising the Agreement, the inconsistency shall be resolved by giving precedence to the documents in the following order:
 - A. Paragraphs set forth in the body of this First Amendment
 - B. Paragraphs set forth in the body of the Agreement

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives,

THE CITY OF PEMBROKE PINE, FL

GRANICUS, INC.

By: Charles J. Rada

By: Jason Fletcher
Jason Fletcher
CEO

Date: 12/20/16
APPROVED AS TO LEGAL FORM

Date: December 20, 2016

OFFICE OF THE CITY ATTORNEY

DATED: 12/20/16



Pembroke Pines -Additional SDI Encoder + HD Upgrades

PRESENTED BY: Nicholas Levine, Granicus

PRESENTED TO: Pembroke Pines

DELIVERED ON: December 06, 2016

EXPIRES ON: December 31, 2016

EXECUTIVE SUMMARY

This proposal represents the conversation between Michael Lockett and Nick Levine in regards to Pembroke Pines' Encoder Upgrade to stream HD.

The solutions in the proposal represent HD streaming, which will work seamlessly with your current SDI Encoder.

If you have any questions please reach out to your Client Executive.

Best,

Nicholas Levine

Nicholas.Levine@Granicus.com

720-240-9586

Pricing Breakdown for your Solution

Software as a Service			
Name	Qty	Unit (Monthly)	Total (Monthly)
Upgrade to SDI 720p Streaming	1.0	\$200.00	\$200.00
Total Software Monthly Cost:			\$200.00

Total Upfront Cost:	\$0.00
Total Monthly Cost:	\$200.00
Current Monthly Total Cost:	
New Monthly Total Cost:	



Not all video quality is created equal

Granicus' video web streaming capabilities



For more than 15 years now, Granicus has been unmatched in the industry when it comes to the quality of online streaming video output. This is where Granicus got its start as a company, and it continues to be one of our core competencies today.



The Texas Senate



Minnesota Metropolitan Council

The quality difference between Granicus' HD stream and others' is clear when compared. **With Granicus' true HD streaming offering, we have shown a commitment to providing our customers with a video quality experience unmatched by any other company touting an HD experience.**

When it comes to video quality, obviously High Definition is at the forefront of the conversation. However, what others call "HD" pales in comparison even to Granicus' Standard Definition streaming services.

- Our competitors' "HD" offering is little more than a 750 Kbps stream blown up to an HD resolution (720p).
- Granicus' High Definition streaming (720p) solution, on the other hand, features a 2Mbps stream and is not simply a lower stream blown up to an HD resolution like that of our competitors.



City of San Jose, CA

Granicus Differentiators

- World's most experienced provider of government transparency, citizen participation, meeting efficiency, and legislative management solutions with:
 - Over 1,200 clients in all 50 states, at every level of government
 - Over 31 million government webcasts viewed
 - More than 265,350 government meetings online
- First fully integrated legislative workflow management system for local government
- Open API architecture and SDK allow for seamless integrations with systems already in place
- Certified integrations provide flexibility and choice of agenda workflow solutions
- Exclusive provider of the iLegislate iPad application that allows users to review agendas and supporting materials, bookmark and take notes on items, stream archived videos, and review community feedback
- Only government webcasting service to provide encoding, minutes annotation, transcription, and closed captioning services
- Truly unlimited storage and distribution for all meeting bodies and non-meeting content
- Indefinite retention schedules for all archived meeting and non-meeting content
- Only provider of both government webcasting and citizen engagement services
- 24/7/365 customer service and support
- 97% customer satisfaction rating, 98.5% client retention rating
- One of the 100 companies that matter most in online video by Streaming Media magazine
- Ranked 185 on Deloitte 500 fastest growing companies
- Ranked 419 on Inc 500 fastest growing companies
- Client Success stories are available here: <http://www.granicus.com/customers/case-studies/>

Proposal Terms and Conditions

- Sales tax may apply depending on your organization's tax status and the tax laws unique to your state, county and/or municipality
- Fifty percent (50%) of all up-front fees for all products are due upon Granicus' receipt of an executed agreement or purchase order, as appropriate. The remaining fifty percent (50%) of up-front fees for each product are due upon delivery of that product.

Annual billing for Managed Services for associated products shall begin upon completion of delivery as defined below. Client Shall be invoiced for a twelve (12) month period commencing upon delivery of the configured product(s). Thereafter, Client will be billed annually in advance. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice. Client acknowledges that products may be delivered and fully operational separate from the other purchased products.

For Granicus Hardware, delivery is complete once the Client receives Hardware components with the configured Granicus Software. For Granicus Software, delivery is complete once the Software is installed, configured, tested and deemed by Granicus to be ready for Client's use, irrespective of any training services provided to Client by Granicus. Granicus oftentimes sells multiple software suites in one transaction. For Clients that have purchased multiple suites, Granicus reserves the right to start invoicing on a per suite basis when considered delivered.

- For existing clients, the costs associated with this proposal or purchase order are in addition to client's existing services.
- If Client's solution requires any onsite training, Client agrees to pay travel expenses for Granicus employees (including but not limited to airfare, lodging, meals) not to exceed two thousand dollars (\$2,000.00) per trip.
- If multiple products are included in this proposal, product scope of work timelines might not run parallel to each other and extend the time of the overall project.

GRANICUS, INC. SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement"), dated as of the 11th day of October, 2016 (the "Effective Date"), is entered into between GRANICUS INC ("Granicus"), a Foreign Profit Corporation, and the City of Pembroke Pines, a Florida municipal corporation (the "Client"). Additional definitions of capitalized terms used herein are set forth in Section 12 hereof.

A. WHEREAS, Granicus is in the business of developing, licensing, and offering for sale various streaming media solutions specializing in Internet broadcasting, and related support services; and

B. WHEREAS, Granicus desires to provide and Client desires to (i) purchase the Granicus Solution as set forth in the Proposal, which is attached as Exhibit A, and incorporated herein by reference, (ii) continue with Client's existing solution as described in the Current Solution document, which is attached as Exhibit B, and incorporated herein by reference, (iii) engage Granicus to integrate its Granicus Software onto the Client Website, (iii) use the Granicus Software subject to the terms and conditions set forth in this Agreement, and (iv) contract with Granicus to administer the Granicus Solution through the Managed Services set forth in Exhibits A and B.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, representations, and warranties herein contained, the parties hereto agree as follows:

1. GRANICUS SOFTWARE AND MANAGED SERVICES

1.1 Software and Services. Subject to the terms and conditions of this Agreement, Granicus will provide Client with the Granicus Software, and Managed Services that comprise the Granicus Solution as outlined in Exhibits A and B. Managed Services shall mean the services provided by Granicus to Client as detailed in Exhibits A and B. Managed Services Fee shall mean the monthly cost of the Managed Services, as detailed in Exhibits A and B.

2. GRANT OF LICENSE

2.1 Ownership. Granicus, and/or its third party supplier, owns the copyright and/or certain proprietary information protectable by law in the Granicus Software.

2.2 Use. Granicus agrees to provide Client with a revocable, non-transferable and non-exclusive license to access the Granicus Software listed in the Proposal and a revocable, non-sublicensable, non-transferable and non-exclusive right to use the Granicus Software. All Granicus Software is proprietary to Granicus and protected by intellectual property laws and international intellectual property treaties. Pursuant to this Agreement, Client may use the Granicus Software to perform its own work, including Client's work with its customers/constituents. Cancellation of the Client's Managed Services will also result in the immediate termination of the Client's Software license as described in Section 2.2 hereof.

2.3 Warranty. Granicus warrants that the Granicus Software, as provided by Granicus, will substantially perform in accordance with the functionality and features as described in the Proposal for as long as the Client pays for and receives Managed Services. Client will not pursue any other remedy until

it notifies Granicus, with sufficient detail of the nonconformance, and provide Granicus with a reasonable opportunity to correct or replace the defective Granicus Software. Client agrees to comply with Granicus' reasonable instructions with respect to the alleged defective Granicus Software.

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

2.5 Limitations. Except for the license in Section 2.2, Granicus retains all ownership and proprietary rights in and to the Granicus Software, and Client is not permitted, and will not assist or permit a third party, to: (a) utilize the Granicus Software in the capacity of a service bureau or on a time share basis; (b) reverse engineer, decompile or otherwise attempt to derive source code from the Granicus Software; (c) provide, disclose, or otherwise make available the Granicus Software, or copies thereof, to any third party; or (d) share, loan, or otherwise allow another Meeting Body, in or outside its jurisdiction, to use the Granicus Software, or copies thereof, except as expressly outlined in the Proposal.

3. PAYMENT OF FEES

3.1 Client agrees to pay all fees, costs and other amounts as outlined in the Proposal in Exhibit A.

3.2 Fifty percent (50%) of all up-front fees for all products are due upon Granicus' receipt of an executed agreement or purchase order, as appropriate. The remaining fifty percent (50%) of up-front fees for each product are due upon delivery of the respective product.

3.3 Annual billing for Managed Services for associated products shall begin upon completion of delivery as defined under Section 3.4 below. Client shall be invoiced for a twelve (12) month period commencing upon delivery of the configured product(s). Thereafter, Client will be billed annually in advance. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice. Client acknowledges that products may be delivered and fully operational separate from the other purchased products.

3.4 For Granicus Hardware, delivery is complete once the Client receives Hardware components with the configured Granicus Software. For Granicus Software, delivery is complete once the Software is installed, configured, tested and deemed by Granicus to be ready for Client's use, irrespective of any training services provided to Client by Granicus. If the Client notifies Granicus of any problems or issues pertaining to the Hardware or Software, Granicus will promptly work to fix those issues or problems. Granicus oftentimes sells multiple software suites in one transaction. For Clients that have purchased multiple suites, Granicus reserves the right to start invoicing on a per suite basis when considered delivered.

3.5 Granicus, Inc. shall send all invoices to:

Name:

Title:

Address: 10100 Pines Boulevard, Pembroke Pines, Florida 33025

Email: info@granicus.com

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

3.6 Upon each yearly anniversary of Granicus Hardware and Software delivery as defined under Section 3.4 above during the term of this Agreement (including both the initial term and all renewal terms), the Granicus Managed Service Fees shall automatically increase from the previous Managed Service Fees by five (5) percent per annum.

3.7 Training Usage Policies. Granicus has established best practice training plans around success with Granicus services, and Clients are encouraged to take advantage of all purchased training upfront in order to achieve the maximum amount of success with their services. All purchased training must be completed within ninety (90) days of the date of the project kickoff call. Any purchased training not used during this ninety (90) day period will expire. If Client feels that it is necessary to obtain more training after the initial ninety (90) day period, Client may purchase additional training at that time.

3.8 Training Cancellation Policies. Granicus' policies on Client cancellation of scheduled trainings are as follows:

(a) Onsite Training. For any cancellations within forty-eight (48) hours of the scheduled onsite training, Granicus, at its sole discretion, may invoice the Client for one hundred (100) percent of the purchased training costs and all travel expenses, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

(b) Online Training. For any cancellations within twenty-four (24) hours of the scheduled online training, Granicus, at its sole discretion, may invoice the Client for fifty (50) percent of the purchased training costs, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

4. CONTENT PROVIDED TO GRANICUS

4.1 Responsibility for Content. The Client shall have sole control and responsibility over the determination of which data and information shall be included in the Content that is to be transmitted, including, if applicable, the determination of which cameras and microphones shall be operational at any particular time and at any particular location. However, Granicus has the right (but not the obligation) to remove any Content that Granicus believes violates any applicable law or this Agreement.

4.2 Restrictions. Client shall not provide Granicus with any Content that: (i) infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights; (ii) violates any law, statute, ordinance or regulation, including without limitation the laws and regulations governing export control and e-mail/spam; (iii) is defamatory or trade libelous; (iv) is pornographic or obscene, or promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libelous, threatening, indecent, vulgar, or otherwise objectionable or constitutes unlawful content or activity; (v) contains any viruses, or any other similar software, data, or programs that may damage, detrimentally interfere with, intercept, or expropriate any system, data, information, or property of another.

5. TRADEMARK OWNERSHIP. Granicus' Trademark is listed in the Trademark Information exhibit attached as Exhibit E.

5.1 Each Party shall retain all right, title and interest in and to their own Trademarks,

including any goodwill associated therewith, subject to the limited license granted pursuant to Section 5.2 hereof. Upon any termination of this Agreement, each Party's right to use the other Party's Trademarks pursuant to this Section 5 terminates.

5.2 Each Party grants to the other a non-exclusive, non-transferable (other than as provided in Section 5 hereof), limited license to use the other Party's Trademarks as is reasonably necessary to perform its obligations under this Agreement. Granicus shall not use Client's trademark for any other reason, including but not limited to promotional use.

6. Limitation of Liabilities. In no event will Granicus' and its suppliers' and licensors' liability exceed the total value of the contract, regardless of the form of the claim (including without limitation, any contract, product liability, or tort claim (including negligence, statutory or otherwise)). Notwithstanding any provision to the contrary contained elsewhere under this Agreement, the foregoing exclusions and limitations on liability set forth above shall not apply to (1) direct damages relating to or arising from Granicus's (a) negligent conduct resulting in personal injury or death, or damage to real or tangible personal property, or (b) gross negligence or willful misconduct; (2) any type damages relating to or arising from: (a) third-party claims relating to Granicus' indemnification obligation under this Agreement.

7. CONFIDENTIAL INFORMATION & OWNERSHIP

7.1 Confidentiality Obligations. Each party agrees to keep confidential and not disclose to any third party, and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information of the other Party, however, the Client may disclose any information under this Agreement that is subject to disclosure under Florida Public Records law.

8. TERM AND TERMINATION

8.1 The term of this Agreement shall commence on the date hereof and shall continue in full force and effect for thirty-six (36) months after the date hereof. This Agreement may be renewed for additional one (1) year terms upon mutual written consent, evidenced by a written Amendment to this Agreement extending the term thereof.

8.2 Rights Upon Termination. Upon any expiration or termination of this Agreement, and unless otherwise expressly provided in an exhibit to this Agreement:

(a) Client's right to access or use the Granicus Solution, including Granicus Software, terminates and Granicus has no further obligation to provide any services;

(b) Client shall immediately return the Granicus Software and all copies thereof to Granicus, and within thirty (30) days of termination.

(c) Client shall refer to Exhibit F for the four (4) termination/expiration options available regarding Content.

8.3 Obligations Upon Termination. Upon any termination of this Agreement,

(a) the parties shall remain responsible for any payments that have become due and owing up to the effective date of termination;

(b) the provisions of 2.1, 2.4, 3, 4, 5, 6, 7, 11, and 12 of the Agreement, and applicable provisions of the exhibits intended to survive, shall survive termination of this Agreement and continue in full force and effect;

(c) pursuant to the termination or expiration options regarding Content as set forth on Exhibit E, Granicus shall allow the Client limited access to the Client's Content, including, but not limited to, all video recordings, timestamps, indices, and cross-referenced documentation. The Client shall also have the option to order hard copies of the Content in the form of compact discs or other equivalent format; and

(d) Granicus has the right to delete Content within sixty (60) days of the expiration or termination of this Agreement, after it has provided the Client with copies of all content in the form of compact discs or other equivalent format.

8.4 Termination by the Client. After twelve (12) months from the Effective Date, the Client may terminate this Agreement for convenience, upon ninety (90) days written notice by the Client to Granicus for such termination. In the event Granicus abandons this Agreement or causes it to be terminated, it shall indemnify the Client against any loss pertaining to this termination up to a maximum of the full contracted fee amount.

8.5 Termination for Cause by the Client

The Client may terminate this Agreement for cause immediately if any of the following circumstances occur:

- 8.5.1 Granicus' failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than ten (10) days after the Client's delivery of a written notice to Granicus' of such breach or default;
- 8.5.2 Granicus becomes insolvent;
- 8.5.3 Granicus takes the benefit of any present or future insolvency statute;
- 8.5.4 Granicus makes a general assignment for the benefit of creditors;
- 8.5.5 Granicus files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States or any state thereof;
- 8.5.6 Granicus consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;
- 8.5.7 A petition under any present or future insolvency laws or statute is filed against Granicus and such petition is not dismissed within thirty (30) days after its filing; or

9. PATENT, COPYRIGHT AND TRADE SECRET INFRINGEMENT

9.1 Granicus' Options. If the Granicus Software becomes, or in Granicus' opinion is likely to become, the subject of an infringement claim, the Client may terminate this Agreement immediately and Granicus must refund any prepaid fees to Client for which it has not received the services.

10. INTERLOCAL AGREEMENT

10.1 This Agreement may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other signed writing setting forth all of the terms and conditions for such use, including the products and services and fees applicable thereto. Any such usage by other entities must be in accordance with the City Code, Charter and/or procurement rules and regulations of the respective governmental entity.

11. PUBLIC RECORDS

11.1 The Client is public agency subject to Chapter 119, Florida Statutes. Granicus shall comply with Florida's Public Records Law as amended. Specifically, Granicus shall:

11.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the Client in order to perform the service;

11.1.2 Provide the public with access to such public records on the same terms and conditions that the Client would provide the records and at a cost that does not exceed that 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 requirements are not disclosed except as authorized by law; and

11.1.4 Meet all requirements for retaining public records and transfer to the Client, at no cost, all public records in possession of the contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the Client in a format that is compatible with the information technology systems of the agency.

11.2 The failure of Contractor to comply with the provisions set forth in this agreement/contract shall constitute a Default and Breach of this Agreement, for which, the Client may terminate the Agreement.

12. NON-EXCLUSIVITY

The relationship between the Client and Granicus created hereunder and the services to be provided by Granicus pursuant to this Agreement are non-exclusive and performed on an as needed basis, with no guaranty as to any minimum amount of work to be done or performed by Granicus. The Client shall be free to pursue and engage similar relationships with other contractors to perform the same or similar services performed by Granicus hereunder, so long as no other contractor shall be engaged to perform the specific project(s) assigned to Granicus while Granicus is so engaged without first terminating such assignment.

13. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

13.1 During the performance of the Agreement, neither Granicus nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified.

13.2 Granicus 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. Granicus shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Granicus further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

14. INDEMNIFICATION

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

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

15. MISCELLANEOUS

15.1 Amendment, Modification, and Waiver. This Agreement may be amended or modified only in writing signed by each of the parties hereto. Any failure by either party to strictly enforce any provision of this Agreement will not be a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

15.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Granicus without the prior written consent of Client. For purposes of this Agreement, any change of ownership of Granicus shall constitute an assignment which requires Client approval. However, this Agreement shall run to the Client and its successors and assigns.

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

15.3 Governing Law. The laws of the State of Florida shall govern the validity, construction, and performance of this Agreement, without regard to its conflict of law principles.

15.4 Venue. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in Broward County, Florida.

15.5 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.

15.6 Independent Contractors. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Granicus is an independent contractor under this Agreement and not the Client'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.

15.6.1 Granicus shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Granicus' activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Granicus, which policies of Granicus shall not conflict with the Client, State, or United States policies, rules or regulations relating to the use of Granicus Funds provided for herein. Granicus agrees that it is a separate and independent enterprise from the Client, that it has full opportunity to find other business, that it has make its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Granicus and the Client and the Client will not be liable for any obligation incurred by Granicus, including but not limited to unpaid minimum wages and/or overtime premiums.

15.7 Force Majeure. Other than payment obligations, neither party is responsible for any delay or failure in performance if caused by any event outside the reasonable control of the party, including without limitation acts of God, government regulations, shortage of supplies, act of war, act of terrorism, earthquake, or electrical, internet or telecommunications outage.

15.8 Attorney's Fees. Client reserves the right to select its own legal counsel to conduct any defense in any such proceeding involving a dispute of this Agreement and all costs and fees associated therewith shall be the responsibility of Granicus.

15.9 No Contingent Fees. Granicus warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Granicus 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 Granicus 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 Client 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.

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

CLIENT: Charles F. Dodge
City Manager
City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, Florida 33026

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

GRANICUS: GRANICUS INC
Attn: Jason Fletcher
Address: 707 17th Street, Suite 4000, Denver CO 80202

15.11 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.

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

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

15.14 Extent of Agreement. This Agreement represents the entire and integrated agreement between the Client and the Granicus and supersedes all prior negotiations, representations or agreements, either written or oral.

16. NO THIRD PARTY BENEFICIARIES

16.1 Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Client, Granicus and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

17. DEFAULT OF CONTRACT & REMEDIES

17.1. Damages. The Client reserves the right to recover any ascertainable actual damages incurred as a result of the failure of Granicus to perform in accordance with the requirements of this Agreement, or for losses sustained by the Client resultant from Granicus' failure to perform in accordance with the requirements of this Agreement.

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

17.2.1. The abandonment of the services and/or equipment by Granicus for a period of more than seven (7) business days.

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

17.2.3 In the judgment of the Client, work provided by Granicus does not conform to the requirements of this Agreement or exhibits poor workmanship. The Client shall be the sole judge of non-conformance or poor workmanship.

17.3 Remedies in Default. In case of default by Granicus, the Client shall notify Granicus, in writing, of such default and Granicus to comply with all provisions of the Agreement. If the default is not cured within ten (10) business days of when notice was sent by the Client, the Client may declare a default of the Agreement and notify Granicus of such declaration of default and terminate the Agreement. The parties shall work together to ensure that the default is cured to the satisfaction of the Client.

17.4. Operations During Dispute. In the event that a dispute, if any, arises between Client and Granicus relating to this Agreement, performance or compensation hereunder, Granicus shall continue to provide the Services in full compliance with all terms and conditions of this Agreement as interpreted by the Client regardless of such dispute.

18. DEFINITIONS.

In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

18.1 "Confidential Information" shall mean all proprietary or confidential information disclosed or made available by either party pursuant to this Agreement, directly or indirectly, in any manner whatsoever (including without limitation, in writing, orally, electronically, or by inspection), that

is identified as confidential or proprietary at the time of disclosure or is of a nature that should reasonably be considered to be confidential, and includes but is not limited to all information identified as a trade secret as defined in sections 815.04(3) and 812.081, Florida Statutes including product specifications, technical data, software data programs, inventions, processes, and training manuals. Confidential Information shall not include the Content that is to be published on the Client Website or information subject to disclosure under Florida Public Records law.

18.2 “Content” shall mean any and all, documents, graphics, video, audio, images, sounds and other content that is streamed or otherwise transmitted or provided by, or on behalf of, the Client to Granicus.

18.3 “Client Website” shall mean the Client's existing websites.

18.4 “Granicus Application Programmatic Interface” shall mean the Granicus interface which is used to add, update, extract, or delete information in MediaManager.

18.5 “Granicus Solution” shall mean the Solution detailed in the Proposal, which may include Granicus Software, Installation and Training, Managed Services, and Hardware, as specified in Exhibit A.

18.6 “Granicus Software” shall mean all software included with the Granicus Solution as specified in the attached Proposal that may include but is not limited to: MediaManager™ (includes Uploader, Software Development Kit, and Podcasting Services), MinutesMaker™ (includes LiveManager), MobileEncoder™, VotingSystem™ (includes Public Vote Display).

18.7 “Hardware” shall mean the equipment components of the Granicus Solution, as listed in Exhibit A.

18.8 “Managed Services” shall mean the services provided by Granicus to Client for bandwidth usage associated with live and archived Internet streaming, data storage, and Granicus Solution maintenance, upgrades, parts, customer support services, and system monitoring, as detailed in the Proposal attached as Exhibit A.

18.9 “Managed Services Fee” shall mean the monthly cost of the Managed Services, as specified in Exhibit A.

18.10 “Meeting Body” shall mean a unique board, commission, agency, or council body comprised of appointed or elected officials that meet in a public capacity with the objective of performing decisions through a democratic voting process (typically following Robert’s Rules of Order). Two or more Meeting Bodies may be comprised of some or all of the same members or officials but may still be considered separate and unique Meeting Bodies at Granicus’ sole discretion. For example, committees, subcommittees, city councils, planning commissions, parks and recreation departments, boards of supervisors, school boards/districts, and redevelopment agencies may be considered separate and unique individual Meeting Bodies at Granicus’ sole discretion.

18.11 “Proposal” shall mean the document where the Granicus Solution that is the object of this Agreement is described along with pricing and training information.

18.12 “Representatives” shall mean the officers, directors, employees, agents, attorneys, accountants, financial advisors and other representatives of a party.

18.13 "Trademarks" shall mean all trademarks, trade names and logos of Granicus and Client that are listed on Exhibit E attached hereto, and any other trademarks, trade names and logos that Granicus or Client may specify in writing to the other party from time to time.

This Agreement consists of this Agreement as well as the following exhibits, which are incorporated herein by reference as indicated:

Exhibit A: Proposal
Exhibit B: Current Solution
Exhibit C: Support Information
Exhibit D: Hardware Exhibit
Exhibit E: Trademark Information
Exhibit F: Termination or Expiration Options Regarding Content

19. No Waiver of Sovereign Immunity. Nothing contained herein is intended to serve as a waiver of sovereign immunity by the Client or as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives,

GRANICUS, INC.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

for *Marlene D. Graham* 10/11/16
MARLENE D. GRAHAM, CITY CLERK

Charles E. Dodge
CHARLES E. DODGE, CITY MANAGER

APPROVED AS TO FORM:

Julie Kuhn
OFFICE OF THE CITY ATTORNEY



GRANICUS INC

By:

Jason Fletcher

Jason Fletcher

Its:

Chief Executive Officer
Address: 707 17th Street, Suite 4000
Denver, Colorado 80202

EXHIBIT A

PROPOSAL

[The remainder of this page is left blank intentionally.]

EXHIBIT B

CURRENT SOLUTION

The current Granicus solutions used by CLIENT include:

- Legislative Management

CLIENT pays the following monthly managed service fee:

\$1,105.17/month

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EXHIBIT C

SUPPORT INFORMATION

1. **Contact Information.** The support staff at Granicus may be contacted by the Client at its mailing address, general and support-only telephone numbers, and via e-mail or the Internet.

(a) **Mailing Address.** Mail may be sent to the support staff at Granicus headquarters, located at 707 17th Street, Suite 4000, Denver, CO 80202.

(b) **Telephone Numbers.** Office staff may be reached from 5:00 AM to 5:00 PM Pacific time at (415) 357-3618 or toll-free at (877) 889-5495. The technical support staff may be reached at (415) 357-3618 opt 1.

(c) **Internet and E-mail Contact Information.** The website for Granicus is <http://www.granicus.com>. E-mail may be sent to the support staff at customercare@granicus.com.

2. **Support Policy.** Granicus shall provide unlimited support services at no additional cost to the Client. When Granicus receives notification of an issue from Client, Granicus, Inc. customer advocate or technical support engineer will respond with notice that they will be actively working to resolve the issue. Granicus, Inc. will make a good faith effort to give an assessment of the issue and an estimated time for resolution. Notification shall be the documented time that the Client either calls or e-mails Granicus, Inc. to notify them of an issue or the documented time that Granicus, Inc. notifies Client there is an issue. Granicus shall not modify its support and maintenance policies in accordance with this Agreement without the Client's written consent. Such consent shall not be unreasonably withheld.

3. **Scheduled Maintenance.** Scheduled maintenance of the Granicus Solution will not be counted as downtime. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance. Granicus will provide the Client with at least three (3) days prior notice for any scheduled maintenance. All system maintenance will only be performed during these times, except in the case of an emergency. In the case that emergency maintenance is required, the Client will be provided as much advance notice, if any, as possible under the circumstances.

4. **Software Enhancements or Modifications.** The Client may, from time to time, request that Granicus incorporate certain features, enhancements or modifications ("Modifications") into the licensed Granicus Software. Subject to the terms and conditions to this exhibit and the Agreement, Granicus and Client will use commercially reasonable efforts to enter into a written scope of work ("SOW") setting forth the Modifications to be done, the timeline to perform the work and the fees and costs to be paid by Client for the work. Any modifications shall be done in accordance with Paragraph 14.1 of this Agreement.

4.1 **Documentation.** The SOW will include a detailed requirements and detailed design document illustrating the complete financial terms that govern the SOW, proposed project staffing, anticipated project schedule, and other information relevant to the project. Such Modifications shall become part of the licensed Granicus Software.

4.2 **Acceptance.** Client understands that all work contemplated by this exhibit is on a "time-and-materials" basis unless otherwise stated in the SOW. Delivery of the software containing the

Modifications shall be complete once such software is delivered and deemed by Granicus to be ready for Client's use. Client will have fifteen (15) days after delivery of the Modifications to notify Granicus of any issues or problems. If Client notifies Granicus within such fifteen (15) day period of issues or problems, Granicus will promptly work to fix those issues or problems.

4.3 Title to Modifications. All such Modifications shall be the sole property of the Granicus.

EXHIBIT D

HARDWARE EXHIBIT

THIS HARDWARE EXHIBIT is entered into by Granicus and Client, as an attachment to the Agreement between Granicus and Client, for the Hardware components of the Granicus Solution (the "Hardware") provided by Granicus to Client. This exhibit is an additional part of the Agreement and is incorporated therein by reference. Capitalized terms used but not defined in this exhibit have the meanings given in the Agreement.

1. Price. The price for the Hardware shall be the price specified in the Proposal.
2. Delivery. Any scheduled ship date quoted is approximate and not the essence of this exhibit. Granicus will select the shipment method unless otherwise mutually agreed in writing. Granicus retains title to and ownership of all Granicus Software installed by Granicus on the Hardware, notwithstanding the use of the term "sale" or "purchase."
3. Acceptance. Use of the Hardware by Client, its agents, employees or licensees, or the failure by Client to reject the Hardware within fifteen (15) days following delivery of the Hardware, constitutes Client's acceptance. Client may only reject the Hardware if the Hardware does not conform to the applicable written specifications. Acceptance of Hardware does not waive the Client's right to assert a cause of action for damages under this Agreement nor does acceptance waive the Client's warranty rights as stated herein.
4. Service Response Time. For hardware issues requiring replacement, Granicus shall respond to the request made by the Client within twenty-four (24) hours. Hardware service repair or replacement will occur within seventy-two (72) hours of determination of a hardware issue, not including the time it takes for the part to ship and travel to the Client. The Client shall grant Granicus, or its representatives access to the equipment for the purpose of repair or replacement at reasonable times that are at the Client's convenience. Granicus will keep the Client informed regarding the timeframe and progress of the repairs or replacement. Once the Hardware is received Client's responsibilities will include:
 - a. Mount server on client rack (if applicable)
 - b. Connecting original network cables.
 - c. Connecting original audio and video cables (if applicable).
6. Hardware. In the event of malfunction for Hardware provided by Granicus, Hardware will be repaired or replaced as per the warranty, and as detailed in this Exhibit. Granicus provides the above-mentioned services under Client's acknowledgment that all Granicus tools, and systems will be installed by the manufacturer chosen by Granicus within the Hardware, provided to the client. These software tools have been qualified by Granicus to allow the highest level of service for the client.
7. Remote Accessibility. Granicus leverages remote access tools such as Logmein for installation and ongoing maintenance of Granicus software. These tools are designed to provide Granicus technicians with necessary information to diagnose and resolve software problems. Should the Client decide to decline these remote tools, Granicus cannot guarantee optimal level of service due to limited access to Granicus Hardware. Client understand that should they decide to use internal methods of access, such as VPN, Client may need to assist Granicus technicians for remote accessibility during business hours as well as after hours, at the Client's convenience, in the event Granicus technicians are unable to access remote Granicus systems.

8. Purchased Hardware Warranty. For Hardware purchased from Granicus by Client, Granicus will provide to Client a three (3) year warranty with respect to the Hardware. Within the three (3) year warranty period, Granicus shall repair or replace any Hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials. Hardware warranty shall commence on the Effective Date of the Agreement.

9. Use of Non-Approved Hardware. The Granicus platform is designed and rigorously tested based on Granicus-approved Hardware. In order to provide the highest level of support, Granicus requires the use of Granicus-approved Hardware in your solution.

10. Client Changes to Hardware Prohibited. Client shall not install any software or software components that have not been agreed upon in advance between Client and Granicus technical staff.

EXHIBIT E

TRADEMARK INFORMATION

Granicus Registered Trademarks ® Include:



Granicus logo as a mark

Granicus®

Legistar®

MediaVault®

MinutesMaker®

Mobile Encoder®

Outcast Encoder®

StreamReplicator®

Granicus Trademark Names ™ Include:

CivicIdeas™

iLegislate™

InSite™

Integrated Public Record™

Intelligent Routing™

LinkedMinutes™

LiveManager™

MediaCenter™

MediaManager™

MediaVault™

MeetingMember™

MeetingServer™

Simulcast Encoder™

VoteCast™

VoteCast™ Classic

VoteCast™ Touch

For an updated list of Granicus registered trademarks, trademarks and servicemarks, please visit:
<http://www.granicus.com/help/legal/copyright-and-trademark/>.

Client Trademarks

EXHIBIT F

TERMINATION OR EXPIRATION OPTIONS REGARDING CONTENT

In case of termination or expiration of the Agreement, Granicus and the Client shall work together to provide the Client with a copy of its Content. The Client shall have the option to choose one (1) of the following methods to obtain a copy of its Content:

- Option 1: Video/Audio files made available through an external hard drive or FTP site in its raw non-proprietary format. A CSV file will be included providing file name mapping and date. This option shall be provided to Client at Granicus' actual cost, which shall not be unreasonable.
- Option 2: Provide the Content via download from the application UI. This option shall be provided free of charge and is available anytime.
- Option 3: Provide the means to pull the content using the Granicus Application Programming Interface (API). This option is provided free of charge and is available at anytime.
- Option 4: Professional services can be contracted for a fee to customize the retrieval of content from the system.

The Client and Granicus shall work together and make their best efforts to transfer the Content within the sixty (60) day termination period.