



City of Pembroke Pines

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

THIS AGREEMENT ("Agreement"), dated _____, is entered into by and between:

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

and

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

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

WHEREAS, Dr. Steven H. Katz, MD, FACEP, a duly licensed physician and appropriately certified pursuant to Florida law, has served as the CITY's medical director since 2019, and desires to continue providing these services; and,

WHEREAS MEDICAL DIRECTOR possesses specific knowledge, skills, abilities, experiences, and expertise in the required areas that would particularly benefit the CITY; and,

WHEREAS, Section 35.18(C)(7)(b) of the CITY's Code of Ordinances authorizes CITY to enter into contracts for "health services involving examination, diagnosis, treatment, prevention, medical consultation or administration" without a formal bidding procedure; and,

WHEREAS CITY desires to engage MEDICAL DIRECTOR to continue performing the services required herein for the CITY.

WHEREAS, MEDICAL DIRECTOR agrees to act as the sole medical director for the CITY and to perform services as the medical director for the CITY, as set forth herein.

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



ARTICLE 1 **PREAMBLE**

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

ARTICLE 2 **SERVICES AND RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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



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

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

2.2.3 The MEDICAL DIRECTOR shall conduct classes for the EMT's and paramedics to provide updates of medical techniques and for the fulfillment of continuing education requirements.

2.3 The MEDICAL DIRECTOR shall assist in identifying the specific medical skills and knowledge, which a paramedic must possess to achieve the desired level and standard of care and conduct classes in order to ensure the paramedics achieve the level of knowledge desired.

2.4 The MEDICAL DIRECTOR shall ride with the EMT's and paramedics during their tour of duty on an occasional basis in order to evaluate their performance and the training needed.

2.5 The MEDICAL DIRECTOR shall further perform those duties required by the City's Request for Proposals and as additionally required pursuant to Chapter 401, Florida Statutes and Chapter 641-1, Florida Administrative Code, as either may be amended from time to time.

2.6 The MEDICAL DIRECTOR shall develop and implement an appropriate quality assurance program and provide for quality assurance review for all EMTs and paramedics operating under his supervision. Furthermore, MEDICAL DIRECTOR shall develop and implement a process for periodic audit and review of medical procedures performed by paramedics. Such audit and review process must comply with such standards and requirements as may be set forth by the Florida Department of Health from time to time.

2.7 The MEDICAL DIRECTOR shall develop, authorize or review and authorize for use, standing orders that allow the paramedics to properly manage certain medical emergencies when voice communication with the responsible physician is not available. Such standing orders must be specified and must at least provide for managing immediately life threatening medical emergencies. They are not required to be so comprehensive as to include all possible medical emergencies.

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

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

2.10 MEDICAL DIRECTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise



specifically provided for herein, and all services required under this Agreement shall be performed in a professional manner.

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

2.12 MEDICAL DIRECTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional and ethical guidelines established by their profession.

2.13 MEDICAL DIRECTOR shall not utilize the services of any sub-consultant without the prior written approval of CITY.

2.14 **HIPAA Compliance.** MEDICAL DIRECTOR agrees to comply with the applicable provisions of the Federal Privacy Rule promulgated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as contained in 45 CFR Parts 160 and 164 (“the HIPAA Privacy Rule”). MEDICAL DIRECTOR agrees not to use or further disclose any Protected Health Information (“PHI”), as defined in 45 CFR 164.504, other than as permitted by this Agreement and the requirements of the HIPAA Privacy Rule. If MEDICAL DIRECTOR contracts with any agents to whom MEDICAL DIRECTOR provides PHI, MEDICAL DIRECTOR will include provisions in such agreements whereby the MEDICAL DIRECTOR and agent agree to the same restrictions and conditions that apply to MEDICAL DIRECTOR with respect to uses and disclosures of PHI. MEDICAL DIRECTOR will make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services to the extent required for compliance with the HIPAA Privacy Rule. MEDICAL DIRECTOR may de-identify any and all PHI for educational purposes created or received by MEDICAL DIRECTOR under this Agreement provided, however, that the de-identification conforms to the requirements of the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and 164, Subparts A and E. To the extent that information has not been de-identified, MEDICAL DIRECTOR will either return or destroy the information. To the extent that it is not feasible to return or destroy the information, MEDICAL DIRECTOR will continue to safeguard the PHI beyond the termination of this Agreement to the extent required for compliance with HIPAA Privacy Rule and not use or disclose the PHI for purposes other than those which make the return or destruction infeasible.

2.14.1 MEDICAL DIRECTOR will implement appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. Unauthorized disclosure of information shall be a material breach of this Agreement and shall constitute cause for the immediate termination of this Agreement. MEDICAL DIRECTOR shall immediately notify CITY of any use or disclosure of PHI or violation of the HIPAA Privacy Rule of



which MEDICAL DIRECTOR becomes aware. The provisions of this section shall survive the expiration or termination of this Agreement.

2.14.1 The MEDICAL DIRECTOR shall, as part of this Agreement, review and execute a HIPAA Business Associate Agreement, attached hereto and by this reference made a part hereof as **Exhibit "A"**.

ARTICLE 3 **TERM AND TERMINATION**

3.1 The CITY employs MEDICAL DIRECTOR to perform the services herein required for an initial **one (1) year** period, commencing on **October 1, 2025**, and naturally expiring on **September 30, 2026**. This Agreement may be renewed for additional **one (1) year** terms, upon the mutual consent of the Parties, evidenced by written amendments to this Agreement, extending the term thereof.

3.2 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing thirty (30) calendar days of written notice to MEDICAL DIRECTOR for such termination in which event MEDICAL DIRECTOR shall be paid its compensation for services performed before the termination date, including services reasonably related to termination.

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

3.4 In the event that the MEDICAL DIRECTOR abandons this Agreement or causes it to be terminated, MEDICAL DIRECTOR shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by MEDICAL DIRECTOR shall become the property of CITY and shall be delivered by MEDICAL DIRECTOR to CITY immediately.

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

4.1 MEDICAL DIRECTOR shall be entitled to submit monthly invoices to the CITY for services performed in accordance with this Agreement. The CITY hereby agrees to pay MEDICAL DIRECTOR a total compensation amount of **FORTY-ONE THOUSAND, SEVEN HUNDRED SIX DOLLARS AND 08/100 CENTS (\$41,706.08)**, payable in twelve (12) equal monthly installments of **THREE THOUSAND, FOUR HUNDRED SEVENTY-FIVE DOLLARS AND 51/100 CENTS (\$3,475.51)**.



City of Pembroke Pines

4.2 CITY will make its best efforts to pay MEDICAL DIRECTOR within thirty (30) days of receipt of proper invoice, which invoice must include the total shown to be due. Invoices submitted to the CITY shall include information such as, but not limited to, the date(s) of service, a description of the service(s), and any other information reasonably required by CITY.

4.3 **Method of Billing and Payment.** All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. The CITY shall within thirty (30) calendar days, from the date the CITY approves the Application for Payment, pay the MEDICAL DIRECTOR the amount approved by the CITY's Fire Department Chief or his or her assignees. Payment will be made to MEDICAL DIRECTOR at:

**S KATZ, INC.,
9509 New Waterford Cove,
Delray Beach, FL 33446.**

ARTICLE 5

CHANGES TO SCOPE OF SERVICES AND ADDITIONAL SERVICES

5.1 CITY or MEDICAL DIRECTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A"** to be provided under this Agreement as described in Article 2. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra services.

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

ARTICLE 6

INDEMNIFICATION

6.1 The MEDICAL DIRECTOR shall indemnify and hold harmless the CITY, its officers and employees, from liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligence, recklessness, or intentional wrongful misconduct of MEDICAL DIRECTOR, and other persons employed or utilized by MEDICAL DIRECTOR during performance of this Agreement. The MEDICAL DIRECTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

6.2 Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the Party's responsibility to indemnify.



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

ARTICLE 7 **INSURANCE**

7.1 The MEDICAL DIRECTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the MEDICAL DIRECTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

7.2 MEDICAL DIRECTOR SHALL NOT BE ALLOWED TO commence performance under this Agreement until the MEDICAL DIRECTOR has obtained all insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms must be agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines. Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Certificates of Insurance shall provide for thirty (30) calendar days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) calendar days' notice of cancellation, either the MEDICAL DIRECTOR or their Insurance Broker must agree to provide notice.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the MEDICAL DIRECTOR shall furnish, at least forty-five (45) calendar days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The MEDICAL DIRECTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. MEDICAL DIRECTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

MEDICAL DIRECTOR shall be required to obtain the insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:



City of Pembroke Pines

Yes No

✓ ☐ 7.6.1 Professional Liability/Medical Malpractice – \$250,000 (Incident)
\$750,000 (Aggregate)

7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 7.7.2 Waiver of all Rights of Subrogation against the CITY.
- 7.7.3 Thirty (30) calendar day Notice of Cancellation or Non-Renewal to the CITY.
- 7.7.4 MEDICAL DIRECTOR's policies shall be Primary & Non-Contributory.
- 7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 7.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property as their interest may appear.

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

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

7.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the MEDICAL DIRECTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 8

NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the MEDICAL DIRECTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. MEDICAL DIRECTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. MEDICAL DIRECTOR 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. MEDICAL DIRECTOR further agrees that it will ensure that subcontractors, if any, will be made aware of and will comply



with this nondiscrimination clause.

ARTICLE 9

INDEPENDENT CONTRACTOR

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

ARTICLE 10

AGREEMENT SUBJECT TO FUNDING

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

ARTICLE 11

UNCONTROLLABLE FORCES

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



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

ARTICLE 12

GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all claims or actions arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 13

SIGNATORY AUTHORITY

Upon CITY's request, MEDICAL DIRECTOR shall provide CITY with copies of requisite documentation evidencing that the signatory for MEDICAL DIRECTOR has the authority to enter into this Agreement.

ARTICLE 14

DEFAULT OF CONTRACT & REMEDIES

14.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of MEDICAL DIRECTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from MEDICAL DIRECTOR's failure to perform in accordance with the requirements of this Agreement.

14.2 **Correction of Services.** If, in the judgment of CITY, the services provided by MEDICAL DIRECTOR do not conform to the requirements of this Agreement, or if the services exhibit poor workmanship, CITY reserves the right to require that MEDICAL DIRECTOR correct all deficiencies in the services to bring the services into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of services.

14.3 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by MEDICAL DIRECTOR for which CITY may terminate for cause:

14.3.1 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Recreation and Cultural Arts Director relative thereto.



14.3.2 The failure by MEDICAL DIRECTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by MEDICAL DIRECTOR, where such failure shall continue for a period of seven (7) calendar days after written notice thereof by CITY to MEDICAL DIRECTOR; provided, however, that if the nature of MEDICAL DIRECTOR 's default is such that more than seven (7) calendar days are reasonably required for its cure, then MEDICAL DIRECTOR shall not be deemed to be in default if MEDICAL DIRECTOR commences such cure within said seven (7) calendar day period and thereafter diligently prosecutes such cure to completion.

14.3.3 The assignment and/or transfer of this Agreement or execution or attachment thereon by MEDICAL DIRECTOR or any other Party in a manner not expressly permitted hereunder.

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

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

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

14.4.2 CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure services necessary for the completion of the Agreement, and charge the cost of same to MEDICAL DIRECTOR with the costs incident thereto to such default.

14.4.3 In the event CITY completes the Agreement at a lesser cost than would have been payable to MEDICAL DIRECTOR under this Agreement, if the same had been fulfilled



by MEDICAL DIRECTOR, CITY shall retain such differences. Should such cost to CITY be greater, MEDICAL DIRECTOR shall pay the amount of such excess to the CITY.

14.4.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by MEDICAL DIRECTOR fails to meet reasonable standards of the trade after CITY gives written notice to the MEDICAL DIRECTOR of the deficiencies as set forth in the written notice within seven (7) calendar days of the receipt by MEDICAL DIRECTOR of such notice from CITY.

ARTICLE 15 **BANKRUPTCY**

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

ARTICLE 16 **DISPUTE RESOLUTION**

In the event that a dispute, if any, arises between CITY and MEDICAL DIRECTOR relating to this Agreement, performance or compensation hereunder, MEDICAL DIRECTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. MEDICAL DIRECTOR expressly agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

ARTICLE 17 **MERGER; AMENDMENT**

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

ARTICLE 18 **PUBLIC RECORDS**

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

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



18.1.2 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;

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

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

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

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

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
drogers@ppines.com**

**ARTICLE 19
SCRUTINIZED COMPANIES**

19.1 MEDICAL DIRECTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in 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:



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

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

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

19.1.2.2 Is engaged in business operations in Syria.

ARTICLE 20

EMPLOYMENT ELIGIBILITY

20.1 **E-Verify.** MEDICAL DIRECTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

20.1.1 Definitions for this Section.

20.1.1.1 “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.

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

20.1.1.3 “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.

20.1.1.4 “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.

20.2 **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:

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

20.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by



City of Pembroke Pines

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

20.2.3 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.

ARTICLE 21 **MISCELLANEOUS**

21.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. CITY hereby agrees to use MEDICAL DIRECTOR's work product for its intended purposes.

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

21.3 **Records.** MEDICAL DIRECTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which MEDICAL DIRECTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

21.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by MEDICAL DIRECTOR without the prior written consent of CITY. For purposes of this Agreement, any



City of Pembroke Pines

change of ownership of MEDICAL DIRECTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

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

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

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

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

MEDICAL
DIRECTOR:

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

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

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

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

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

21.11 **Extent of Agreement and Conflicts.** This Agreement represents the entire and integrated agreement between CITY and MEDICAL DIRECTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

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

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

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

21.15 **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together



shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

21.16 **No Waiver of Sovereign Immunity.** Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law of Section 768.28, Florida Statutes, as may be amended from time to time.

21.17 **No Third-Party Beneficiaries.** The services to be performed by the MEDICAL DIRECTOR are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the MEDICAL DIRECTOR's performance of its services hereunder, and no right to assert a claim against the MEDICAL DIRECTOR by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the MEDICAL DIRECTOR's services hereunder.

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

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

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



21.21 **Public Entity Crimes.** Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.1 33(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 Agreement, the MEDICAL DIRECTOR represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

21.25 **Compliance with Foreign Entity Laws.** CONTRACTOR ("Entity") hereby attests under penalty of perjury the following:

- 21.25.1 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);
- 21.25.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
- 21.25.3 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);
- 21.25.4 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);
- 21.25.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,
- 21.25.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

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



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

Print Name: Jacob Horowitz
OFFICE OF THE CITY ATTORNEY

BY: _____

MAYOR ANGELO CASTILLO

ATTEST:

BY: _____

CHARLES F. DODGE, CITY MANAGER

DEBRA E. ROGERS, CITY CLERK

MEDICAL DIRECTOR:

S Katz, Inc.

Signed By: _____
Signed by: 91F29A125BF8420...

Date: May 29, 2025

Printed Name: Steven Katz

Title: Medical Director



City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

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

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

FURTHER AFFIANT SAYETH NAUGHT.

DATE: May 29, 2025

ENTITY: S Katz, Inc.

SIGNED BY:  91F29A125BF8420...

NAME: Steven Katz

TITLE: Medical Director